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5-25

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

AUG 3 1983
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CONSTANCE A. NEWTON, Individ- : PLAINTIFF WELLS
ually and as Executrix of the : PLAINTIFF KARVEL
Estate of HUBERT G. WELLS, and : PLAINTIFF CORDREY
BETTY WELLS, Individually and :
as widow of HUBERT G. WELLS, :
et al., :
: Plaintiffs, : C.A. No. 86-435 (JJF)
: ASBESTOS CORPORATION, LTD., :
et al., :
: Defendants. :
:

ANSWERS OF THIRD-PARTY DEFENDANT
ASBESTOS CORPORATION, LTD TO STANDARD INTERROGATORIES

1. Describe in detail, with specificity and particularity each product mined, produced, manufactured or sold by the answering Defendant or its predecessors in title or subsidiaries which contained asbestos for each year from 1940 until 1980; and for each such product describe:

(a) Its chemical ingredients;

(b) State the manner in which it was intended to be used, i.e., in the construction and/or insulation of buildings and/or equipment, etc.;

(c) For each ingredient contained therein state:

(i) The name or chemical composition of each substance, what harmful effects, if any are known, that it produces in man or mammals and whether it produces its harmful effects through ingestion, inhalation, absorption or a combination of these;

(ii) When you determined and/or learned that the substance produced harmful effects and how such effects were produced;

(iii) Identify each individual who participated in such determination and/or obtained such knowledge;

(iv) Identify each document that refers, reflects or relates to any information pertaining to the properties of each of the ingredients and/or how the harmful effects are produced as well as your determination of those toxic effects and the manner by which they are produced;

(v) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied;

(vi) Which products or ingredients were mined, which were manufactured and which were distributed by answering defendants.

ANSWER: Asbestos Corporation Limited ("ACL") mines and mills raw chrysotile asbestos fiber, which is not a product and which is sold F.O.B. Thetford Mines, Quebec.

(a) Chrysotile asbestos, the only fiber mined and milled by this defendant is a hydrous magnesium silicate (H_4, Mg_3, Si_2, O_2). The formula may vary from mine to mine and between ore bodies.

(b) There are literally thousands of uses for raw chrysotile asbestos, which is not a product.

(c) See response to 1(a) above. As a mining company, ACL does not engage in medical research, does not compile information on the diseases of man, or form opinions as to causal relationships. These are properly the province of expert medical opinion in light of all facts of each individual case.

2. If any product identified in answer to Interrogatory 1 was produced, manufactured and/or sold under a trade name, identify that trade name(s) and state the time period that each such product was sold under such trade name.

ANSWER: Bags bear the printed name of the company and a statement of weight, fiber grade and the initials of the mine from which it was obtained.

3. For each product identified in answer to Interrogatory 1 state:

(a) The address of each plant where it was manufactured, processed or packaged;

(b) Whether you were the sole producer, manufacturer and/or distributor of the product and, if not:

(i) The name and address of each other person, firm or other entity engaged in the production, manufacture and/or distribution of the product;

(ii) Whether any other manufacturer produced the product by virtue of a franchise or license from you;

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

ARTHUR FLEETWOOD and ANN
FLEETWOOD, his wife

Plaintiffs,

C.A. No.

A. C. & S., INC., a/k/a
ACANDS, INC., Individually
and formerly known as
ARMSTRONG CONTRACTING AND
SUPPLY CORPORATION;

COMPLAINT

NON-ARBITRATION

ASBESTOS

ANCHOR PACING COMPANY;

A. P. GREEN INDUSTRIES, INC.;

APCO PACING COMPANY;

ARMSTRONG WORLD INDUSTRIES,
INC., Individually and
formerly known as ARMSTRONG
DIX COMPANY;

ASBESTOS CLAIMS MANAGEMENT
CORPORATION, a/k/a NATIONAL
GYPSON COMPANY, and the YEE
ASBESTOS DISEASE and PROPERTY
DAMAGE SETTLEMENT TRUST;

ATLAS TURNER, LTD., formerly
known as ATLAS ASBESTOS
COMPANY, a division of BELL
ASBESTOS MINES, LTD.;

A.W. CHESTERTON COMPANY;

BELL ASBESTOS MINES, LTD.;

CHARLES A. WAGNER CO. INC.;

FLEXITALLIC, INC., formerly
known as FLEXITALLIC GASKET
COMPANY, INC.;

GAF CORPORATION, Individually
and as Successor-in-Interest
to RUBEROID CORPORATION;

GARLOCK, INC.; :

METROPOLITAN LIFE INSURANCE :
COMPANY; :

METRO CORPORATION, formerly :
known as L. L. H. CORSON AND :
CALCITE QUARRY CORP.; :

OWENS-CORNING FIBERGLAS :
CORPORATION; :

OWENS-ILLINOIS, INC.; :

PITTSBURGH-CORNING :
CORPORATION; :

PNEUMO ABEC CORPORATION :
Successor-in-Interest to :
ABEC CORPORATION; :

RAPID ALUMINUM CORPORATION, :
Successor-in-Interest to the :
PHILIP CAREY MANUFACTURING :
CO., PHILIP CAREY CORPORATION :
and CAREY CANADIAN MINES; :

RHONE-POULENC, INC., :
Successor-in-Interest to :
Arconat Products, Inc.; :

TURNER AND NEWELL, PLC, :
Individually and as respon- :
sible entity for the actions :
and products of its former :
subsidiaries, J. W. ROBERTS, :
LTD., TURNER BROTHERS :
ASBESTOS INDUSTRIAL PRODUCTS, :
LTD., TURNER ASBESTOS FIBRES :
and also responsible for the :
actions and products of its :
North American subsidiaries, :
KEASBEY AND MATTISON COMPANY, :
BELL ASBESTOS MINES, LTD. :
(including its wholly-owned :
subsidiary ATLAS ASBESTOS :
COMPANY) and ATLAS TURNER, :
LTD., and as parent and :
alter ego to FLEXITALLIC :
GASKET COMPANY; :

UNITED STATES GYPSUM COMPANY :
:

UNIVERSAL FRICTION COMPOSITE, :
 Successor-in-Interest to :
 Raymark Industries, Inc. :
 :
 Defendants. :

COPIES

1. Plaintiff, Arthur Fleetwood, was wrongfully exposed to asbestos, an inherently dangerous toxic substance, while employed from approximately 1946 through the 1970's.

Plaintiff was exposed to asbestos and/or asbestos-containing products which were mined, mined, manufactured, distributed, sold, removed, installed and/or used by the defendants.

2. As a result of the defendants' wrongful actions, Plaintiff Fleetwood has developed the following asbestos-related diseases and health problems:

Asbestos-related pleural disease;

Pulmonary asbestosis;

Malignant mesothelioma.

and other asbestos-related pulmonary injuries and diseases.

These diseases and injuries are permanent and are expected to worsen.

3. In addition to the above permanent asbestos-related diseases and injuries, plaintiff is in a high risk of developing additional asbestos-related diseases and problems such that he presently has and will continue in the future to have a reasonable fear of future diseases. Plaintiff has and will continue to receive medical assistance to protect, prevent and minimize such potential future consequences of his exposure to

asbestos and the furthering of his asbestos-related diseases and injuries

4. These above asbestos-related diseases and problems have and will continue to cause physical and emotional pain and suffering, mental anguish, and emotional pain and suffering.

5. The above injuries have or will in the future result in a decrease of past or future earnings and various other past and future expenses plaintiff would not have otherwise incurred.

6. Plaintiff Ann Fleetwood is married to plaintiff Arthur Fleetwood. As a result of the defendants' negligent conduct, which caused her husband's above asbestos-related diseases and problems, plaintiff Ann Fleetwood has and will continue in the future to suffer a loss of the support, consortium and society of her husband together with related mental anguish and pain and suffering.

COUNT II

7. The allegations in paragraph One (1) through Six (6) are realleged and incorporated by reference within this Count.

8. A. C. & S., Inc., a/k/a ACANDS, Inc., Individually and formerly known as Armstrong Contracting and Supply Corporation;

Anchor Packing Company;

A. P. Green Industries, Inc.;

Argo Packing Company;

Armstrong World Industries, Inc., Individually and formerly known as Armstrong Cork Company;

A.W. Chesterton Company;

Charles A. Wagner Co., Inc.;

Flexitallic, Inc. and a Flexitallic Gasket Company, Inc.;

RAF Corporation Individually and as Successor-in-Interest to Ruberoid Corporation;

Garlock, Inc.;

Heater Corporation Individually and formerly known as G. & W. H. Dorson and Calotte Quarry Corporation,

Owens-Corning Fibreglas Corporation;

Owens-Illinois, Inc.;

Pittsburgh-Corning Corporation

Rapid American Corporation, Successor-in-Interest to the Rolling Carey Manufacturing Co. Rolling Carey Corporation and Carey Canadian Mines;

Rhone-Poulenc, Inc., Successor-in-Interest to Archer Products, Inc.;

Turner and Newall, PLC., Individually and as responsible entity for the actions and products of its former subsidiaries, G. W. Roberts, Ltd., Turner Brothers Asbestos Industrial Products, Ltd., Turner Asbestos Fibres and also responsible for the actions and products of its North American subsidiaries, Keasbey and Mattison Company, Bell Asbestos Mines, Ltd. (including its wholly-owned subsidiary Atlas Asbestos Company) and Atlas Turner, Ltd., and as parent and alter ego to Flexitallic Gasket Company;

Universal Friction Composites, Successor-in-Interest to Raymark Industries, Inc.;

were at all times pertinent directly or indirectly engaged in the mining, manufacturing, distribution, sales, licensing, leasing, installation, removal or use of asbestos and asbestos-containing products. They were also engaged in the development, manufacture, distribution, sales, licensing or leasing of

equipment procedures and/or technology necessary to mine, manufacture, sell, distribute, install, remove and the use of asbestos and asbestos-containing products.

Defendant Metropolitan Life Insurance Company, Asbestos Claims Management Corporation, Atlas Turner Ltd., Bell Asbestos Mines, Puerto Abex Corporation, and United States Gypsum Company, as well as other members of the asbestos industry, including but not limited to defendants listed herein, engaged in investigations and research as to the hazards of asbestos and often edited out material harmful to the asbestos industry and only published certain portions of their findings and so refrained from publishing anything. Furthermore Metropolitan Life financially aided the asbestos industry in its endeavors.

10. As a direct and proximate result of the above wrongful activities of the defendants, plaintiff was exposed to asbestos and the plaintiff developed the asbestos-related diseases discussed and sustained the injuries described herein.

11. Keene Corporation, Individually and as Successor-in-Interest to Keene Building Products and Baldwin, Ehret Hill, H. K. Porter Co., Inc., Individually and as Successor-in-Interest to Southern Textile Corporation, formerly known as Southern Asbestos Company; Southern Textile Corporation, Individually and formerly known as Southern Asbestos Company; Eagle-Picher Industries, Inc.; Celotex Corporation, Individually and as Successor-in-Interest to the Philip Carey Manufacturing Company, Philip Carey Corporation, Smith and Kanzer, Briggs Manufacturing Company and Pancon Corporation; Carey Canada, Inc., Individually and formerly

known as Carey Canadian Mines, Ltd.; UNR Industries; UNARCO; Aratex; DI Industries, Inc., formerly known as Delaware Insulation Company; Raymark Industries, Inc.; Rayteco, Inc.; First-Elg & Insulations, Inc.; Nicoret, Inc.; and Pacific Inc. also engaged in the same activities as the defendants listed above and helped cause the injuries to the plaintiffs. Because of the stay by the Federal Bankruptcy Court, they have not been named as defendants in this suit. As to Johns-Manville and the related Manville companies, they have not yet been named as a defendant pursuant to the terms of the Bankruptcy Court's Reorganization Order. Fibreboard Corporation has not been named as a defendant in the Court's Order granting injunctive relief in the Asbest class action Asbest v. Fibreboard Corporation, C.A. No. 6:93 CV 826, U.S. District Court for the Eastern District of Texas.

COUNT III

12. The allegations in paragraphs One through Eleven are realleged and incorporated by reference within this Count.

13. The defendants were negligent in conducting the above activities in that despite the fact that the defendants knew or should have known that asbestos exposure could result in serious injury, disease and/or death they:

(a) Failed to substitute, suggest, promote or require the substitution of materials other than asbestos;

'b) Failed to adequately warn all the potential victims of asbestos including the plaintiff as well as other users, bystanders, household members and members of the general public of the risks of asbestos.

c) Failed to adequately test, research and investigate asbestos and/or its effects prior to sale, as to use, and/or exposure of the plaintiff and others similarly situated;

d) Failed to adequately package, distribute and use asbestos in a manner which would minimize the escape of asbestos fibers therefore adding to the exposure of the plaintiff and others similarly situated;

e) Failed to take adequate steps to remedy the above failure including but not limited to recall of asbestos and asbestos products, to conduct research as to how to cure or minimize asbestos injuries, to distribute asbestos so as to render it safe or safely remove the asbestos now in place.

14. As a direct and proximate result of the above actions and omissions of defendants, plaintiff was injured as described herein.

COUNT IV

15. The allegations in paragraphs One (1) through Fourteen (14) are realleged and incorporated by reference within this Count.

16. The defendants wilfully and wantonly for their own economic gain and with reckless indifference to the health and safety of the plaintiffs and others similarly situated:

(a) Failed to substitute, suggest, promote or require the substitution of materials other than asbestos;

(b) Failed to adequately warn all the potential victims of asbestos including the plaintiff as well as other users, bystanders, household members and members of the general public of the risks of asbestos;

(c) Failed to adequately test, research and investigate asbestos and/or its effects prior to sale, as to use and/or exposure of the plaintiff and others similarly situated;

(d) Failed to adequately package, distribute and use asbestos in a manner which would minimize the escape of asbestos fibers therefore adding to the exposure of the plaintiff and others similarly situated;

(e) Failed to take adequate steps to remedy the above failure, including but not limited to recall of asbestos and asbestos products, to conduct research as to how to cure or minimize asbestos injuries, to distribute asbestos so as to render it safe or safely remove the asbestos now in place

17. As a direct and proximate result of the above actions and omissions of defendants, plaintiff was injured as described herein.

COUNT V

18. The allegations in paragraphs One (1) through Seventeen (17) are realleged and incorporated by reference within this Count.

19. Asbestos and asbestos-containing products are inherently dangerous and as such all defendants who made or sold asbestos or the equipment, processes or other things necessary for its use are strictly liable to the plaintiff for all injuries and damages which were contracted thereby.

20. All defendants who assisted, directly or indirectly, in the leasing or licensing of asbestos and all equipment necessary for its use are strictly liable to the plaintiff for all the injuries and damages which were contracted thereby.

21. The handling of asbestos packages, installation, removal and use of asbestos is an ultrahazardous activity and all defendants who assisted directly or indirectly in this are strictly liable for the plaintiff injuries which were caused thereby.

22. The defendant manufacturers and suppliers warranted the asbestos products for their intended purpose and use. Defendants violated this warranty as the product was neither packaged nor provided in a method proper for its intended use and are strictly liable to the plaintiff for all injuries caused thereby.

23. As a direct and proximate result of the above action and omissions of defendants, plaintiff was injured as described herein.

COUNT VI

24. The allegations in paragraphs One (1) through Twenty-three (23) are realleged and incorporated by reference within this Count.

25. The defendants knowing of significant risks of health hazards resulting from exposure to asbestos, did willfully, wantonly, recklessly and/or intentionally;

a. Conceal the existence, nature and extent of that risk; and,

b. Failed to disclose the existence, nature and extent of that risk.

26. The defendants had reason to expect that plaintiff, whose injuries were caused by his exposure, was within the class of persons whose actions or inaction would be materially affected by the aforementioned concealment and nondisclosure.

27. As a direct and proximate result of the above action and omissions of defendants, plaintiff was injured as described herein.

COUNT VII

28. The allegations in paragraphs One (1) through Twenty-seven (27) are realleged and incorporated by reference within this Count.

29. The defendant directly and indirectly materially misrepresented that asbestos was not hazardous and/or could be used safely when they:

(a) Had no adequate basis for such representations;

(b) Knew that a significant health hazard to human life existed from asbestos.

witnesses and other evidence and to such other wrongful and unnecessary action as to:

(a) Prevent and delay plaintiff and others similarly situated from filing legal action to recover for these injuries and/or;

(b) Defeat and/or delay such legal actions and the final collection of any judgment.

37. As a result of this wrongful representation, plaintiff was exposed to asbestos and suffered the injuries referred to herein.

WHEREFORE, Plaintiffs demand judgment against each of the defendants jointly and severally for such sums, including, but not limited to prejudgment interest, as would be necessary to compensate the plaintiff for the injuries he has and will suffer.

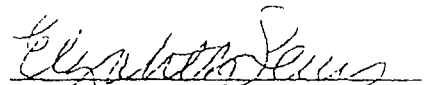
Plaintiffs further demand judgment against each of the defendants for punitive damages.

Plaintiffs further demand payment by each of the defendants jointly and severally of the costs and attorney fees of this action.

Plaintiffs further demand payment by each defendant jointly and severally of interest on the above and such other relief as the Court deems just.

JACOBS & CRUMPLAR, P.A.

By:



Elizabeth Barnes Lewis
2 East 7th Street
P.O. Box 1271
Wilmington, DE 19899
(302) 656-5445
Attorney for Plaintiffs

Date:

2/20/99

DE JUDICIO APT 143

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

ARTHUR FLEETWOOD and ANN	:	
FLEETWOOD, his wife;	:	
	:	
Plaintiff,	:	
	:	
v.	:	C.A. No.
	:	
A. C. & S., INC., et al.;	:	NON-ARBITRATION
	:	
Defendants.	:	ASBESTOS

CERTIFICATION OF VALUE

I, Elizabeth Barnes Lewis, attorney for plaintiffs, hereby certify in good faith at this time in my opinion that the sum of damages of all plaintiffs is in excess of \$100,000.00, exclusive of costs and interest.

JACOBS & CRUMPLAR, P.A.

By:

Elizabeth Barnes Lewis
 Elizabeth Barnes Lewis
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 P.O. Box 1271
 Wilmington, DE 19899
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 Attorney for Plaintiffs

Date:

2/26/99