

MD173B.ASB
06/26/95

PLAINTIFF'S EXHIBIT

K-1987

IN THE CIRCUIT COURT FOR BALTIMORE CITY

IN RE: BALTIMORE CITY * SEPTEMBER 1995
ASBESTOS LITIGATION * TRIAL CLUSTER
* [JUDGE Edward J. Mageletti]
* CASE NO. 94336502

* * * * *

CASIMIR BALONIS, et al. *

Plaintiffs *

V. *

ANCHOR PACKING COMPANY, et al. *

Defendants *

* * * * *

CASES AFFECTED: Casimir Balonis

* * * * *

DEFENDANT, OWENS-ILLINOIS, INC.'S SUPPLEMENTED ANSWERS TO
PLAINTIFF'S CASE SPECIFIC INTERROGATORIES TO ALL DEFENDANTS

PRELIMINARY STATEMENT

Some of the events which may be relevant to the matters inquired about by Plaintiffs' Interrogatories apparently occurred more than thirty-five years ago. In addition, effective April 30, 1958, Owens-Illinois, Inc. disposed of the business involved in this action by way of sale of that business to Owens-Corning Fiberglas Corporation. Since that time, Owens-Illinois, Inc. has not engaged in the asbestos-containing insulation products manufacturing business. It does not now and it has not since that sale manufactured, distributed or sold any of its Kaylo asbestos-containing insulation products. As a result of the foregoing factors, many of the individuals who might have had

personal knowledge of the matters to which plaintiffs' interrogatories relate are deceased, or are otherwise unavailable to Owens-Illinois, Inc., and investigations to date indicate that at least some documents which relate to matters inquired about by these interrogatories were transferred to Owens-Corning Fiberglas Corporation with the transfer of the business in question in 1958. Owens-Illinois, Inc. is engaged in a continuing investigation in an attempt to locate, confirm the transfer of, or confirm the absence of, such documents and is also engaged in a continuing investigation into the matters inquired about in these interrogatories. Unless otherwise stated in an answer to a specific interrogatory, the answers set out hereinafter are limited to the period during which Owens-Illinois, Inc. manufactured asbestos-containing Kaylo insulation products and to the facilities related to that business. The following is a part of and is incorporated by reference in every answer provided hereinafter:

This answer is accurate as of the date made. However, Owens-Illinois, Inc.'s investigation is continuing, and Owens-Illinois, Inc. cannot exclude the possibility that it may be able to obtain more complete information or even information which indicates that the answer being supplied is incorrect. Owens-Illinois, Inc. objects to answering this interrogatory in regard to any period of time other than the period during which it engaged in the manufacture and sale of the Kaylo products alleged to be involved in this case which ended in mid-1958 or concerning any facility not related to that business, on the basis that any such answer would be irrelevant to the subject matter of the pending litigation, would not be reasonably calculated to lead to the discovery of admissible evidence, and would be burdensome and oppressive.

Commencing in 1963 and continuing through 1977, Kimble Glass Company, a unit of Owens-Illinois, Inc., offered for sale gaskets, inserts and spacers as accessory parts intended for use in conjunction with Kimble's conical end glass piping system. Some of these accessory parts contained asbestos as one of their ingredients. These accessory parts were not manufactured by Kimble, but were purchased from other suppliers. From approximately 1966 through 1977, the Kimble Division also offered for sale a field beading kit which included a small plate and a covering over each of two small hoses. The plate and hose coverings may possibly have contained asbestos, but Owens-Illinois cannot yet confirm the ingredients of these materials based upon its business records presently reviewed. Kimble also sold Glass Lined Reactors manufactured by Schwelm for a period of time presently unknown which incorporated gaskets containing asbestos as one of their ingredients. At the end of 1977, Owens-Illinois transferred its interest in the glass pipe and Schwelm Reactor product lines and related assets to OI/Schott Process Systems, Inc. in exchange for 50% of the stock of the Corporation and, pursuant to a Sales Agreement dated May 24, 1990, sold its interest in OI/Schott Process Systems, Inc. to Schott Corporation. From 1982 through 1985, Kontes Glass Company, a subsidiary of Owens-Illinois during that time period, purchased certain asbestos-containing materials from other manufacturers and incorporated those materials into four of its products. Based upon the information available to Owens-Illinois to date concerning the nature of Plaintiff's claim, it is Owens-Illinois' understanding that the only Owens-Illinois asbestos-containing product to which the Plaintiff alleges exposure is Kaylo. Therefore, Owens-Illinois objects to responding to these interrogatories in regard to the above described asbestos-containing products sold by Kimble Glass Company and Kontes Glass Company on the basis that any such answer would be irrelevant to the subject matter of the pending litigation, would not be reasonably calculated to lead to the discovery of admissible

evidence and would be burdensome and oppressive. In the event that Owens-Illinois is subsequently informed that the Plaintiff alleges exposure to asbestos-containing products sold by Kimble Glass Company or Kontes Glass Company, Owens-Illinois will supplement these answers to interrogatories within a reasonable time after receiving such notice to the extent that a supplementation is necessary in order to respond to the interrogatories in light of the alleged exposure to asbestos-containing products sold by either Kimble Glass Company or Kontes Glass Company.

Furthermore, Owens-Illinois, Inc. objects to the instructions and definitions supplied by plaintiffs with regard to these interrogatories, on the basis that the definitions are overly broad, vague, and often inconsistent with the normal usage and meaning of such words, and the instructions are overly broad, burdensome and constitute an unreasonable expansion of the interrogatories themselves. Owens-Illinois, Inc. therefore gives notice that it does not consider itself bound by the instructions and definitions propounded by plaintiffs, and instead shall answer the interrogatories in a manner consistent with a normal understanding of the language used in the interrogatory and to the extent necessary to fairly and fully answer the interrogatory.

Q. 5. Describe in detail all efforts made by you or any officer, agent, servant, employee, representative or director of yours to advise the Bethlehem Steel company of the possible dangers and health hazards of breathing asbestos in each of the following time periods:

1925-29; 1930-34; 1935-39; 1940-45; 1945-49;
1950-54; 1955-1959; 1960-64; 1965-1969; 1970
forward

A. 5. This defendant objects to this interrogatory on the grounds that the term "dangers" and the phrase "health hazards" are vague, ambiguous, overly broad, seeks information which is not relevant to the subject matter of this litigation, and is not reasonably calculated to lead to the discovery of admissible evidence, except as it relates to the period of time during which this defendant engaged in the manufacture, sale and distribution of its Kaylo asbestos-containing products, except as it relates to plaintiff's employers during plaintiff's periods of employment. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. Without waiving the above objection, this defendant engaged in the manufacture, sale and distribution of commercial quantities of its Kaylo asbestos-containing products in 1948 and ceased in 1958. This defendant has not found information indicating it ever provided such information to Bethlehem Steel and has no records responsive to this interrogatory. However, it does not appear that any warning concerning asbestos was given in that it does not appear that this defendant had reason to believe that the use of its products would result in a foreseeable risk of harm.

Q. 6. When, if ever, did you or any of your officers or employees first provide Bethlehem Steel information about the dangers and health hazards of asbestos?

A. 6. This defendant objects to this interrogatory on the grounds that the term "dangers" and the phrase "health hazards" are vague, ambiguous, overly broad, seeks information which is not relevant to the subject matter of this litigation, and is not reasonably calculated to lead to the discovery of admissible evidence, except as it relates to the period of time during which this defendant engaged in the manufacture, sale and distribution of its Kaylo asbestos-

containing products, except as it relates to plaintiff's employers during plaintiff's periods of employment. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. Without waiving the above objection, this defendant engaged in the manufacture, sale and distribution of commercial quantities of its Kaylo asbestos-containing products in 1948 and ceased in 1958. This defendant has not found information indicating it ever provided such information to Bethlehem Steel and has no records responsive to this interrogatory. However, it does not appear that any warning concerning asbestos was given in that it does not appear that this defendant had reason to believe that the use of its products would result in a foreseeable risk of harm.

Q. 17. Describe in detail all information, if any, which the Bethlehem Steel provided to you during or prior to 1948 about dangers or health hazards of breathing asbestos dust.

A. 17. This defendant objects to this interrogatory on the grounds that the term "dangers" and the phrase "health hazards" are vague, ambiguous, overly broad, seeks information which is not relevant to the subject matter of this litigation, and is not reasonably calculated to lead to the discovery of admissible evidence, except as it relates to the period of time during which this defendant engaged in the manufacture, sale and distribution of its Kaylo asbestos-containing products. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. Without waiving the above objection, this defendant engaged in the manufacture, sale and distribution of commercial quantities of its Kaylo asbestos-containing products in 1948 and ceased in 1958. This defendant has not found information

indicating it ever received such information from Bethlehem Steel and has no records responsive to this request.

Q. 18. When, if ever, did the Bethlehem Steel first provide you with any information about the dangers or health hazards of asbestos?

A. 18. This defendant objects to this interrogatory on the grounds that the term "dangers" and the phrase "health hazards" are vague, ambiguous, overly broad, seeks information which is not relevant to the subject matter of this litigation, and is not reasonably calculated to lead to the discovery of admissible evidence, except as it relates to the period of time during which this defendant engaged in the manufacture, sale and distribution of its Kaylo asbestos-containing products. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. Without waiving the above objection, this defendant engaged in the manufacture, sale and distribution of commercial quantities of its Kaylo asbestos-containing products in 1948 and ceased in 1958. This defendant has not found information indicating it ever received such information from Bethlehem Steel and has no records responsive to this request.

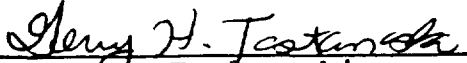
Q. 20. If, in answer to Interrogatory No. 19, you stated that you learned in or prior to 1965 of the existence of a Threshold Limit Value for asbestos, identify all persons employed by you who acquired such knowledge.

A. 20. Willis G. Hazard, deceased. His deposition dated February 11, 1981, noticed In Re: All Asbestos Cases contains further information related to the substance of this interrogatory.

Q. 21. State the basis for saying you learned of the TLV for asbestos in or prior to 1965.

A. 21. Willis G. Hazard, deceased. His deposition dated February 11, 1981, noticed In Re: All Asbestos Cases contains further information related to the substance of this interrogatory.

Respectfully submitted,


Gerry H. Tostanoski
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Attorneys for Owens-Illinois,
Inc.

IN RE: BALTIMORE CITY
ASBESTOS LITIGATION

IN THE CIRCUIT COURT
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CASIMIR BALONIS, et al.

* SEPTEMBER 1995

Plaintiffs

* TRIAL CLUSTER
* (Judge Edward J. Angeletti)

v.

* CASE NO. 94336502

ACandS, INC., et al.

*

Defendants

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NOTICE OF SERVICE

I HEREBY CERTIFY on this 30th day of June 1995, that a copy of the Notice of Service was sent via regular mail to all counsel of record and that a copy of Owens-Illinois, Inc.'s Supplemented Answers to Plaintiff's Case Specific Interrogatories to All Defendants was sent to Shepard A. Hoffman, Esq., Suite 901, 301 N. Charles Street, Baltimore, MD 21201.

Respectfully submitted,

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