

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 IN AND FOR THE COUNTY OF ALAMEDA

3 ---000---

4 CLAYTON HOGAN and
5 AMY HOGAN,

6 Plaintiffs,

7 vs.

8 ALCOA, INC., et al.,

9 Defendants.
10 _____/

COPY

No. 4154680

11
12
13 DEPOSITION OF CARMELO SBEZZI
14
15
16
17

18 Taken before DENISE M. LOMBARDO

19 CSR No. 5419

20 October 18, 2006
21
22



One Kaiser Plaza, Suite 505
Oakland, California 94612
510/451-1580 Fax 510/451-3797

Certified Shorthand Reporters

I N D E X

	<u>PAGE</u>
EXAMINATION BY MR. BOSL	6

E X H I B I T S

<u>PLAINTIFFS'</u>	<u>PAGE</u>
A Notice of Taking The Deposition of Defendant J. A. Sexauer Manufacturing Co., Inc.'s Person(s) Most Knowledgeable and Custodian(s) of Records	6
B Objection of Defendant J. A. Sexauer Company to Plaintiffs' Notice of Deposition of J. A. Sexauer's Person Most Knowledgeable and Custodian of Records and Request to Produce Documents at Deposition	6
C Letter dated October 2, 2006	6
D Document entitled "Master Catalog" of J. A. Sexauer	34
E Catalog, Edition K, of the J. A. Sexauer Manufacturing Co., Inc.	56
F Responses to Defendant Garlock, Inc., to General Order No. 29 Interrogatories	60
G J. A. Sexauer's First Amended Responses to Plaintiffs' Interrogatories, Set One	85

E X H I B I T SPLAINTIFFS'PAGE

H J. A. Sexauer Manufacturing Co., 89
 Inc.'s Response to Plaintiffs'
 First Set of Dieden Interrogatories

DEPOSITION OF CARMELO SBEZZI

BE IT REMEMBERED, that pursuant to Notice, and on the 18th day of October 2006, commencing at the hour of 9:58 a.m., in the offices of Kazan, McClain, Abrams, Fernandez, Lyons, Farrise & Greenwood, 171 - 12th Street, Suite 300, Oakland, California, before me, DENISE M. LOMBARDO, a Certified Shorthand Reporter, personally appeared CARMELO SBEZZI, produced as a witness in said action, and being by me first duly sworn, was thereupon examined as a witness in said cause.

---o0o---

JUSTIN BOSL; and GORDON GREENWOOD, Kazan, McClain, Abrams, Fernandez, Lyons, Farrise & Greenwood, 171 - 12th Street, Suite 300, Oakland, California 94607, appeared on behalf of the Plaintiffs.

ROHIT A. SABNIS, Burnham & Brown, 1901 Harrison Street, 11th Floor, Oakland, California 94612, appeared on behalf of the Defendant Plant Insulation Company.

1 JEFFREY HURWITZ, Hassard, Bonnington LLP, Two
2 Embarcadero Center, Suite 1800, San Francisco,
3 California 94111, appeared on behalf of the Defendants
4 Kaiser Gypsum Company, Inc.; and Sequoia Ventures, Inc.

5
6 JOHN R. WALLACE; and ANA T. PORTILLO, Jackson &
7 Wallace, 55 Francisco Street, Suite 600, San Francisco,
8 California 94133, appeared on behalf of the Defendant
9 J. A. Sexauer Manufacturing Co., Inc.

10
11 D. PAUL BIRD, II, McKenna, Long & Aldridge, One
12 Market Street, San Francisco, California 94105,
13 appeared on behalf of the Defendant D. Zelinsky & Sons,
14 Inc.

15
16 MONICA BANSAL, Walsworth, Franklin, Bevins &
17 McCall, 550 Montgomery Street, 8th Floor, San
18 Francisco, California 94111, appeared on behalf of the
19 Defendant Thomas Dee Engineering Company.

20
21 CHARLES M. McCAGHEY, Ryan, Ryan, Johnson &
22 Deluca, LLP, 80 Fourth Street, Stamford, Connecticut
23 06905, appeared on behalf of the Defendant J. A.
24 Sexauer Manufacturing Co., Inc.

25

CARMELO SBEZZI,

sworn as a witness,

testified as follows:

EXAMINATION BY MR. BOSL:

Q. Good morning, Mr. Sbezzi.

A. Good morning.

Q. I just introduced myself. My name is Justin Bosl, and I represent the Hogan family in this case.

Just for the record, I've attached as Exhibits A, B and C respectively the notice of taking J. A. Sexauer's person most knowledgeable and custodian of records, J. A. Sexauer's objections and, C, our October 2nd notice of taking the deposition this morning.

(Plaintiffs' Exhibits A, B and C
marked for Identification.)

BY MR. BOSL:

Q. Mr. Sbezzi, would you state your full name for the record and spell it, please.

A. Carmelo, C-a-r-m-e-l-o, Sbezzi, S-b-e-z-z-i.

Q. What is your address?

A. Presently, I live at 7792 Guida Drive, West Palm Beach, Florida 33411. I spend a half a year there and a half a year in New York. Do you want my New York address?

Q. Please.

1 A. 222 Martling, M-a-r-t-l-i-n-g, Avenue,
2 Apartment 4P, Tarrytown, 10591.

3 Q. Have you ever been deposed before, sir?

4 A. Yes, I have.

5 Q. How many times?

6 A. Three times.

7 Q. Let's start with the first one. Do you
8 remember when that was?

9 A. The first one back?

10 Q. Yes, the first deposition.

11 A. I believe it was in the late '60s and it had to
12 do with --

13 MR. WALLACE: He just asked when.

14 THE WITNESS: Yes.

15 BY MR. BOSL:

16 Q. What was the nature of that deposition, of the
17 case, I'm sorry, in which the deposition took place?

18 A. Sulfuric acid.

19 Q. It was a personal injury case?

20 A. Personal injury, yes.

21 Q. And were you testifying as a witness or on
22 behalf of a company? I'm sorry. A percipient witness.
23 Did you see it happen, the injury happen?

24 A. No.

25 Q. Were you testifying on behalf of a company?

1 A. Yes.

2 Q. Which company was that?

3 A. J. A. Sexauer.

4 Q. And this was an injury that took place at a
5 Sexauer facility?

6 A. No.

7 Q. As a result of a Sexauer product that they
8 sold?

9 MR. WALLACE: If you know.

10 THE WITNESS: As a result of a Sexauer product.

11 BY MR. BOSL:

12 Q. Do you recall who the plaintiffs' attorneys in
13 that case were?

14 A. No, I don't.

15 Q. How about the second deposition that you did;
16 when was that?

17 A. 1998.

18 Q. What was the nature of that case?

19 A. It was an asbestos-related case.

20 Q. Were you testifying on behalf of a company?

21 A. Yes, sir.

22 Q. Sexauer?

23 A. Yes.

24 Q. Do you recall where that deposition took place?

25 A. I believe at counsel's office in Stamford,

1 Connecticut.

2 Q. Do you recall where the case was pending?

3 A. No, I don't.

4 Q. Were you represented at the deposition by
5 counsel?

6 A. Yes.

7 Q. Do you recall who the plaintiff's attorney was?

8 A. No, I don't.

9 Q. Who was your lawyer there?

10 A. Mr. McCaghey.

11 Q. And then the third deposition, do you recall
12 when that was?

13 A. 2002.

14 Q. Was that also an asbestos case?

15 A. Yes, it was.

16 Q. And you testified on behalf of Sexauer?

17 A. Yes.

18 Q. Were you also represented by Mr. McCaghey at
19 that deposition?

20 A. Yes.

21 Q. Where did that deposition take place?

22 A. West Palm Beach, Florida.

23 Q. Do you recall where that case was pending?

24 A. No, I don't.

25 Q. Do you recall who the plaintiff's attorney was

1 in that case?

2 A. No, I don't.

3 Q. It's been a little while since you've been
4 deposed last, so I just want to go over a few basic
5 ground rules for today's deposition.

6 You've been doing very well at letting me
7 finish my questions before you answer, and I would ask
8 that we continue that and I will try and let you finish
9 your answer before I ask the next question.

10 I would also ask that you make sure that all of
11 your answers are verbal. We often use "uh-huh,"
12 "uh-uh," shaking our head, nodding our head, and I
13 would ask that you would make sure that all responses
14 are verbal.

15 Do you understand?

16 A. Yes, sir.

17 Q. It's very important that you give your most
18 honest and accurate answers today as you can. Even
19 though this is an informal setting, you understand that
20 this has the full effect as if you were testifying in
21 front of a jury and a judge in a courtroom.

22 Do you understand that?

23 A. Yes, I do.

24 Q. One of the other reasons that it's so important
25 that you give us honest and accurate answers today is

1 that at the end of this deposition, you will be given
2 an opportunity to review the written transcript for any
3 corrections that you need to make, but any corrections
4 that you do make we will be allowed to comment on in
5 front of a jury or a judge if this were to be read into
6 trial, and that could be to your embarrassment.

7 Do you understand that?

8 A. Yes, I do.

9 Q. If you need to take a break at any time, please
10 let me know and we will try and accommodate you. The
11 only thing I would ask is that you answer the question
12 before we take a break.

13 A. Thank you.

14 Q. Have you taken any medications in the last 24
15 hours that you think may affect your testimony today?

16 A. I take medication on a daily basis.

17 MR. WALLACE: That's not his question. Did you
18 understand his question?

19 THE WITNESS: That it will affect my testimony?

20 BY MR. BOSL:

21 Q. Would it affect your ability to give accurate,
22 full testimony today?

23 A. No.

24 Q. Are you under the influence of any alcohol or
25 drugs?

1 A. No. Couldn't you tell?

2 Q. You never know.

3 Do you know of any other reasons why you cannot
4 testify fully and accurately today?

5 A. No.

6 Q. Sir, what is the highest level of education or
7 degree that you have achieved?

8 A. I have a college degree.

9 Q. Is that a B.A. or a B.S.?

10 A. B.S.

11 Q. B.S. In what field?

12 A. Labor management.

13 Q. Where did you attend university?

14 A. Manhattan College in Riverdale, New York.

15 Q. What year did you graduate?

16 A. 1958.

17 Q. Did you go directly from high school to
18 college?

19 A. Yes, I did.

20 Q. Have you had any further education after your
21 college degree?

22 A. No, I have not.

23 Q. Where did you go to work after college?

24 A. I worked for a sporting goods store in North
25 Tarrytown, New York.

1 MR. WALLACE: It's north.

2 BY MR. BOSL:

3 Q. What year did you start there?

4 A. Full time?

5 Q. Yes.

6 A. 1958.

7 Q. Did you work there part time before that?

8 A. Yes, I did.

9 Q. During college?

10 A. During college.

11 Q. What year did you start there? I'm sorry. I
12 didn't let you finish.

13 A. During college and during high school, part of
14 high school.

15 Q. How long did you work there?

16 A. Part time or full time?

17 Q. Let's say full time starting in 1958.

18 A. Approximately two years.

19 Q. What were your responsibilities there when you
20 worked there full time?

21 A. I was in charge of running the store, doing
22 bids when they sold to schools. That's about it.

23 Q. What was your title there?

24 A. No title.

25 Q. Was it part of a chain or --

1 A. Individually owned, small.

2 Q. I forgot to ask you this. Just let me go back
3 and ask you real quick.

4 Have you ever testified in court before?

5 A. In an actual courtroom?

6 Q. In an actual courtroom, yes.

7 A. No, I have not.

8 Q. So you left the sporting goods store in
9 approximately 1960?

10 A. That's correct.

11 Q. Where did you go to work after that?

12 A. A company called Tensolite, T-e-n-s-o-l-i-t-e,
13 Insulated Wire Company, Tarrytown, New York.

14 Q. Did you have a job title there?

15 A. Purchasing assistant.

16 Q. Did Tensolite manufacture the insulated wire?

17 A. They insulated copper wire that they bought.

18 Q. Did you work at the factory or plant where this
19 was done?

20 A. The home office which included office and
21 plant.

22 Q. What were your responsibilities there?

23 A. Purchase materials used in the insulating of
24 wire, purchase office supplies, purchase equipment
25 needed for the proper running of the machinery,

1 expedite the orders.

2 Q. What material was used to insulate the wire, if
3 you know?

4 A. Teflon.

5 Q. Do you recall the major companies that you
6 purchased from for the Teflon insulating material?

7 A. As far as I know, there was one company only.
8 DuPont.

9 Q. Until what year did you work for Tensolite?

10 A. Just a little bit over a year after I started.

11 Q. So somewhere in 1961 or '62?

12 A. '61.

13 Q. Throughout your time there at Tensolite, did
14 you have the title purchasing assistant or did your job
15 title or responsibilities change at any time?

16 A. They did not change.

17 Q. When you left Tensolite in 1961, did you get a
18 job after that?

19 A. I hope so.

20 Q. Where did you go to work?

21 A. Western Union Telegraph Company.

22 Q. What was your job title there?

23 A. Purchasing assistant.

24 Q. Which office did you work in?

25 A. Home office. 30 Hudson Street, New York City.

1 I don't know the zip.

2 Q. That's all right.

3 What were your responsibilities there?

4 A. Expedite contracts that were placed on vendors.

5 Q. These were products that Washington Union was
6 purchasing, then?

7 A. Western Union.

8 Q. I'm sorry. Western.

9 What products were those?

10 MR. WALLACE: If you recall.

11 THE WITNESS: Trees that they used for poles,
12 screw machine parts that they used in their equipment,
13 like phone jacks that they had manufactured outside.

14 BY MR. BOSL:

15 Q. Any types of insulated wires?

16 A. Not that I know of.

17 Q. Do you recall purchasing any
18 asbestos-containing products?

19 A. I didn't purchase at that job.

20 Q. I'm sorry.

21 Do you recall if the contracts that you were
22 expediting were for asbestos-containing products?

23 A. Not that I know of.

24 Q. How long did you remain at Western Union?

25 A. Till 1963.

1 Q. During that entire time, you were a purchasing
2 assistant?

3 A. Yes.

4 Q. And in 1963, where did you go to work?

5 A. J. A. Sexauer.

6 Q. What was your job title at that time?

7 A. Purchasing assistant.

8 Q. Which office did you work out of?

9 A. Home office. 10 Hamilton Avenue, White Plains,
10 New York.

11 Q. What were your responsibilities as purchasing
12 assistant for Sexauer?

13 A. To purchase various parts that were used to
14 distribute, expedite them.

15 Q. How many purchasing assistants were there at
16 that time at the home office?

17 A. One.

18 Q. So were you in charge of purchasing all of the
19 parts that J. A. Sexauer distributed?

20 A. Yes.

21 Q. How long did you have that title of purchasing
22 assistant?

23 A. Probably five years.

24 Q. About until 1968?

25 A. Yes.

1 Q. At that time did your job title change?

2 A. Director of purchasing.

3 Q. How long were you the director of purchasing?

4 A. Till 1973.

5 Q. When you became director of purchasing, did
6 your responsibilities change?

7 A. Not really.

8 Q. When you say "not really," was there any change
9 to your responsibilities?

10 A. Not that I recall. More money. Title always
11 helps.

12 Q. I assume there were no other directors of
13 purchasing for J. A. Sexauer?

14 A. When you got the best, you don't need others.

15 Q. Now, from '63 to '73, you were the purchasing
16 assistant director of purchasing in White Plains. Did
17 J. A. Sexauer have any other offices throughout the
18 country?

19 MR. WALLACE: Just from the '68 to '73 time
20 period?

21 MR. BOSL: For now.

22 MR. WALLACE: That's what I mean. For this
23 question.

24 MR. BOSL: That's right.

25 MR. WALLACE: Do you understand that?

1 THE WITNESS: Did Sexauer have any other
2 offices from '68 to '73?

3 MR. BOSL: From '63 to '73.

4 THE WITNESS: No.

5 BY MR. BOSL:

6 Q. So you were the director of purchasing for the
7 entire organization?

8 A. That's correct.

9 Q. Is that the case throughout Sexauer's entire
10 history?

11 MR. WALLACE: If you know.

12 MR. BOSL: If you know.

13 THE WITNESS: I don't understand the question.

14 BY MR. BOSL:

15 Q. At any time did J. A. Sexauer have other
16 offices?

17 A. Prior to '73 or after '73?

18 Q. Let's start with prior to '73.

19 A. No.

20 Q. No. And after '73?

21 A. Yes.

22 Q. Where were those offices?

23 A. Louisville, Kentucky.

24 Q. Do you recall when that office opened?

25 A. No, I don't.

1 Q. Do you recall generally, maybe what decade that
2 took place in?

3 A. Early '70s.

4 Q. At that time did the White Plains, New York,
5 office continue in operation?

6 A. Yes, it did.

7 Q. What operations took place at Louisville,
8 Kentucky?

9 A. Warehouse.

10 Q. Prior to the opening of the Louisville
11 warehouse, were products warehoused in White Plains,
12 New York?

13 A. Only, yes.

14 Q. Did you have opportunity to go into the
15 warehouse in White Plains, New York?

16 A. Yes.

17 Q. Have you ever been to the warehouse in
18 Louisville, Kentucky?

19 A. Yes.

20 Q. Once the warehouse in Kentucky opened, did the
21 warehouse in White Plains, New York, continue in
22 operation?

23 A. Yes, it did.

24 Q. What products were warehoused in Louisville?

25 A. The same products that were warehoused in White

1 Plains.

2 Q. Did the warehouse in New York and Louisville
3 have different customers that they sold to or
4 distributed to?

5 A. That they distributed to, yes.

6 Q. Were those different customers divided up by
7 region, geographical region?

8 A. Yes, they were.

9 Q. What geographical region did the White Plains,
10 New York, warehouse supply to?

11 MR. WALLACE: Do we have a time when there was
12 competition with the Louisville office? Is that what
13 you're asking for?

14 MR. BOSL: Yes. Yes, after '73 once the
15 Louisville warehouse opened.

16 MR. WALLACE: Well, he said in the early '70s,
17 just so it's clear.

18 MR. BOSL: Okay.

19 MR. WALLACE: Do you understand what he's
20 asking you? After the Louisville and the White Plains
21 office were both opened --

22 THE WITNESS: How was it divided?

23 MR. WALLACE: That's his question.

24 THE WITNESS: White Plains would ship to the
25 northeast, upper central part of the United States, and

1 Louisville would ship to the West Coast and southern
2 part, southeast.

3 BY MR. BOSL:

4 Q. So after the early '70s, if someone on the West
5 Coast, say, in California, made an order for Sexauer,
6 the product would have been shipped from Louisville?

7 A. Yes.

8 Q. How often have you been -- or how many times
9 have you been to the Louisville warehouse?

10 A. At least once a month.

11 Q. Beginning in the early '70s when it opened?

12 A. Yes.

13 Q. And continuing until when?

14 A. I didn't go once a month later on and I don't
15 know how often -- I might have been there once every
16 two months or three months in the latter years.

17 Q. Real quick, before the early '70s when
18 Louisville plant opened, a West Coast customer would
19 have had their product shipped from White Plains; is
20 that correct?

21 A. It was the only shipping distribution point.

22 Q. So in -- I believe you said 1973 you became
23 director of sales; correct? I'm sorry. Director of
24 purchasing.

25 A. Yes.

1 Q. That's right. Director of purchasing.

2 A. Yes.

3 Q. How long did you remain the director of
4 purchasing for Sexauer?

5 A. Three more years.

6 Q. So until, approximately, 1976?

7 A. I believe I may have misquoted myself there.
8 Probably the latter part of the '70s.

9 Q. And you're not sure exactly what year that
10 would have been?

11 A. No, I'm not.

12 Q. When you ceased being director of purchasing in
13 the late '70s, did you remain employed with Sexauer?

14 A. Yes.

15 Q. What was your title after that time?

16 A. Vice-president of sales. Can I correct myself?

17 Q. Yes.

18 A. I believe that was 1982.

19 Q. It was 1982. Okay.

20 So you were director of purchasing until 1982?

21 A. Yes.

22 Q. At which time you became vice-president of
23 sales?

24 A. Yes.

25 Q. Vice-president of sales in 1982.

1 When you became vice-president of sales, did
2 your responsibilities change?

3 A. Yes.

4 Q. What were your responsibilities when you became
5 vice-president of sales?

6 A. To set quotas for the sales department, to set
7 quotas for the individual regions, to assist in hiring
8 sales personnel.

9 MR. WALLACE: Can we take -- we don't need to
10 go anywhere. I just want to go off the record for a
11 second.

12 MR. BOSL: Sure.

13 (Off the record.)

14 MR. WALLACE: If we can go back on the record.

15 It might be helpful, so that there's no
16 confusion, to maybe ask the witness again as to the
17 timing of the various positions that he held just so
18 it's clear.

19 MR. BOSL: That's fine.

20 BY MR. BOSL:

21 Q. My understanding is you began as a purchasing
22 assistant for J. A. Sexauer in 1963; is that correct?

23 A. That's correct.

24 Q. How long did you hold that position?

25 A. Five or six years.

1 Q. Five or six years.

2 Till approximately 1968; is that correct?

3 A. (Witness nodding head.)

4 Q. At that time you testified you became the
5 director of purchasing; is that correct?

6 A. That's correct.

7 Q. And you held the position of director of
8 purchasing until 1973; is that correct?

9 A. '76.

10 Q. '76. Okay.

11 You became director of purchasing in 1976 and
12 you held that position until 1982 when you became
13 vice-president of sales?

14 A. I misunderstood you. I became director --
15 vice-president of sales in 1976.

16 Q. In 1976. Okay.

17 MR. WALLACE: That's the point, Counsel, I
18 wanted to clear up.

19 MR. BOSL: I see.

20 BY MR. BOSL:

21 Q. So director of purchasing is also
22 vice-president of sales? You held both of those --

23 A. No. No.

24 Q. I'm sorry.

25 So you held purchasing assistant until 1968?

1 A. Right.

2 Q. At which point you became director of
3 purchasing which you held until 1976?

4 A. (Witness nodding head.)

5 Q. At which point you became vice-president of
6 sales?

7 A. No. Vice-president of purchasing.

8 Q. Vice-president of purchasing. Okay.

9 How long did you hold the position of
10 vice-president of purchasing?

11 A. Approximately 1982.

12 Q. Till 1982. Okay.

13 And in 1982 you became vice-president of sales;
14 is that correct?

15 A. That's correct.

16 Q. And before we took the little break, you were
17 describing your responsibilities as vice-president of
18 sales. And I believe you said that you set quotas for
19 the sales departments and for the various regions, and
20 you assisted in hiring.

21 Did you have any other responsibilities at that
22 time?

23 A. Assist regional managers in performing their
24 functions.

25 Q. What were those functions?

1 A. To hire salespeople, to give quotas.

2 Q. I want to go back, then, and ask you what your
3 responsibilities were when you were director of
4 purchasing -- I'm sorry -- vice-president of
5 purchasing.

6 A. Same responsibilities. Another change of title
7 which improved my income.

8 Q. Same responsibilities as when you were
9 purchasing assistant and director of purchasing?

10 A. Yeah. It was a small company and there were no
11 major changes in the functions.

12 Q. So you became vice-president of sales in 1982.
13 How long did you hold that title?

14 A. Till my retirement.

15 Q. When did you retire?

16 A. The year 2000.

17 Q. And you remain retired to this day?

18 A. Not right now.

19 Q. Did you ever go back to work after you retired
20 in 2000?

21 A. No, I did not. I spent 37 years. A long
22 career.

23 Q. During the years that you were purchasing
24 assistant, director of purchasing and vice-president of
25 purchasing -- so I guess 1963 to 1982 -- I believe you

1 said you were in charge of purchasing all of the
2 products that Sexauer distributed; is that correct?

3 A. That's correct.

4 Q. What were the nature of those products?

5 A. Individual component parts from various
6 manufacturers of fixtures and flushometers that's used
7 for repairs, also tools that's used in the industry.

8 Q. We'll come back to the specific products
9 themselves. I want to go first, though -- you were
10 vice-president of sales from 1982 until 2000.

11 Do you have any knowledge of the manner in
12 which Sexauer sold products prior to 1982?

13 A. I don't understand "the manner in which Sexauer
14 sold."

15 Q. If a customer wanted to purchase a product from
16 Sexauer --

17 A. Yes.

18 Q. I guess two sections of this question, then --
19 do you know how that customer would go about purchasing
20 that product prior to 1982?

21 A. Yes. There's more than one way.

22 Q. Do you know how, once that order was placed,
23 Sexauer would fill that order and distribute the
24 product prior to 1982?

25 A. Yes.

1 Q. You say there were several ways. So let's say
2 a -- well, first of all, did Sexauer distribute to
3 contractors?

4 A. Sexauer distributed to any facility that was
5 large enough that had a maintenance department that
6 required parts to keep the building in order.

7 Q. I'll come back to that. I'm not sure that
8 necessarily answers my question, though.

9 Did Sexauer distribute to contractors?

10 A. Well, I'm not sure "contractors" is a
11 terminology that I understand as you try and tell me.
12 Would you consider --

13 MR. WALLACE: If you don't understand the
14 question -- you just told him that -- he can ask
15 another question.

16 BY MR. BOSL:

17 Q. Let's say a plumbing contractor in a city, for
18 example, San Francisco. Did you sell to plumbing
19 contractors?

20 A. Yes. It was one of our minor markets.

21 Q. And if a contractor wanted to place an order,
22 how would they go about that?

23 A. One method was, we had commissioned salesmen in
24 the territory that called on the facilities that they
25 felt were potential customers. And being

1 commissioned --

2 MR. WALLACE: He just asked if a contractor
3 wanted to place an order, how would they do that.
4 That's all he's asking.

5 THE WITNESS: Okay.

6 MR. WALLACE: Just tell him that, if you know.

7 THE WITNESS: Can you just read back what I
8 said?

9 (Record read by the Reporter.)

10 BY MR. BOSL:

11 Q. So you had commissioned salesmen --

12 MR. WALLACE: Hang on.

13 Do you have an answer for his question?

14 THE WITNESS: I have another method that I
15 think is part B.

16 MR. WALLACE: Try and answer his question.

17 THE WITNESS: We also distributed catalogs, and
18 a potential customer could order product using an 800
19 number and it would be shipped to him.

20 BY MR. BOSL:

21 Q. Well, then let's begin with the commissioned
22 salesmen.

23 What regions or territories did Sexauer sell to
24 for which they had commissioned salesmen?

25 A. The country was divided into six regions.

1 Q. How many salesmen did Sexauer have -- well, I'm
2 sorry. Strike that.

3 What were these six regions?

4 A. Northeast, southeast, Central America --

5 MR. WALLACE: Well, Central America implies the
6 land between North America and South America.

7 THE WITNESS: Central United States, north
8 central United States.

9 MR. WALLACE: Thank you.

10 THE WITNESS: South central United States, West
11 Coast. How many is that?

12 MR. WALLACE: That's five.

13 THE WITNESS: And the sixth would be a
14 combination of Alaska, Hawaii and Puerto Rico.

15 BY MR. BOSL:

16 Q. Did Sexauer have regional sales headquarters in
17 each of these territories?

18 A. No headquarters.

19 Q. Or office? I should ask that.

20 A. No office.

21 Q. And so how many commissioned sales -- I should
22 ask first, California, I assume, is in the West Coast
23 region?

24 A. Good place to be.

25 Q. How many commissioned salespersons did Sexauer

1 have on the West Coast?

2 A. I don't recall.

3 Q. Do you have an estimate as to -- was it less
4 than ten?

5 A. What period?

6 Q. Prior to 1976.

7 A. For all of California? Is that what you're
8 asking?

9 Q. For the West Coast region.

10 A. For the West Coast region?

11 Q. Yes.

12 A. I would say a little bit more than ten.

13 Q. Less than 20?

14 A. Yes.

15 Q. So somewhere around 15?

16 A. I estimate 12.

17 MR. WALLACE: This is for the West Coast region
18 prior to '73, did you say?

19 MR. BOSL: '76.

20 MR. WALLACE: '76?

21 MR. BOSL: Yes.

22 MR. WALLACE: Okay.

23 BY MR. BOSL:

24 Q. Within the region, did these, roughly, a dozen
25 salespersons divide up the region and have a particular

1 territory that was their own?

2 A. Each salesman had a protected territory.

3 Q. And how many salespersons were there for the
4 Bay Area?

5 A. I'd have to estimate three or four. Maybe not
6 four.

7 Q. Do you recall who those persons were prior to
8 1976?

9 A. Jack Heinen, H-e-i-n-e-n, I believe; Ernest
10 Klopfel, K-l-o-p-f-e-l.

11 Q. Any others?

12 A. Not that I recall.

13 Q. Is Mr. Heinen still alive?

14 A. Not that I know of.

15 Q. Do you recall where he lived last you knew?

16 A. In the Bay Area is all I know.

17 Q. Likewise, is Mr. Klopfel still alive?

18 A. Not that I know.

19 Q. Where did he live the last time you knew?

20 A. I'm not sure.

21 Q. Do you recall how long Mr. Heinen worked for
22 Sexauer?

23 A. No, I don't.

24 Q. Do you recall how long Ernest Klopfel worked
25 for Sexauer?

1 A. No, I don't.

2 Q. But both of them were salespersons for Sexauer
3 prior to 1976?

4 A. Yes.

5 Q. Do you recall if they were salespersons from
6 approximately 1965 to 1970?

7 A. I don't recall.

8 Q. And these commissioned salesmen, did they have
9 particular customers that they would call on?

10 A. They could call on any potential customer that
11 they felt needed Sexauer product.

12 Q. And so would they actually visit the
13 customer --

14 A. Yes.

15 Q. -- and sell them product?

16 Did these salespersons make recommendations to
17 the customer as to what products they should purchase?

18 MR. WALLACE: If you know.

19 MR. BOSL: If you know.

20 THE WITNESS: I don't know.

21 BY MR. BOSL:

22 Q. I want to hand you what I'm going to mark as
23 Exhibit D.

24 (Plaintiffs' Exhibit D
25 marked for Identification.)

1 BY MR. BOSL:

2 Q. It says on the front "Master Catalog."

3 MR. WALLACE: Hang on. Let's let him look at
4 the exhibit.

5 Off the record.

6 (Off the record.)

7 BY MR. BOSL:

8 Q. On the first page you see that it says "Master
9 Catalog" and on the bottom it says "J. A. Sexauer"?

10 A. Yes, I do.

11 Q. And if you'll turn the page one page, it looks
12 like it's a table of contents, and down at the bottom
13 do you see that it says "Copyrighted by J. A. Sexauer,
14 1983"?

15 A. Yes, I do.

16 Q. How often do these catalogs come out?

17 A. As required. There wasn't a set date.

18 Q. Generally speaking, do they come out
19 approximately every year?

20 A. No.

21 Q. Every two years?

22 A. No.

23 Q. Do you recall, as a general rule, how often
24 they did come out?

25 A. As required, what our supply lasted. There's

1 not a general rule that I recall.

2 Q. I want to flip forward a few pages to -- on the
3 bottom it's Bates No. CPSL0006791. On the right-hand
4 column, do you see the paragraph titled "Inventory
5 Management Assistance"?

6 A. Yes, I do.

7 Q. Is it your understanding -- let me say this for
8 the record: First of all, as I understand it, you're
9 being produced as the representative for J. A. Sexauer,
10 and so unless I make it clear, when I say "you," I
11 don't just necessarily mean Mr. Sbezzi; I mean J. A.
12 Sexauer.

13 Do you understand that?

14 A. That's fine.

15 Q. Now, according to this, it says that there were
16 110 trained Sexauer representatives available and ready
17 to help you.

18 Are those 110 trained representatives the
19 commissioned salespersons you were talking about prior?

20 A. Yes.

21 Q. Is it your understanding, then, that the
22 Sexauer sales representatives would, if requested,
23 advise the customer as to what products they should be
24 purchasing for their needs from Sexauer?

25 MR. WALLACE: Again, I object to the question

1 as vague and ambiguous.

2 If you understand it, you can go ahead and
3 answer it.

4 THE WITNESS: I don't understand the word
5 "advise." The salesman would make a call and it's
6 common knowledge that the customer knows what he needs
7 to run the building. And our salesman would assist him
8 in purchasing those products, but as far as advise --

9 BY MR. BOSL:

10 Q. I guess I'm using the word that the catalog is
11 using. It says that the salesman would advise the
12 customer of proper inventory levels. In another place
13 here -- prior to that, it says he'll determine the age,
14 make, repair record and exact repair parts necessary
15 for economic and effective repairs.

16 Is it your understanding that Sexauer did that?

17 A. The third paragraph is also what you should be
18 getting to. "Working with you, he'll advise you of
19 proper inventory levels."

20 Is that what you referred to as "advise" in the
21 earlier question?

22 Q. Well, I guess there's two parts to it.

23 So is it your understanding that Sexauer would
24 advise to inventory levels for the customer?

25 A. Yes.

1 Q. And is it your understanding that he would also
2 recommend the appropriate parts necessary for the work
3 that the customer was doing?

4 MR. WALLACE: Objection. The question is vague
5 and ambiguous as to the work the customer is doing. I
6 think the confusion is, if you look at the materials,
7 they supplied specific materials for specific fixtures.
8 So, yes -- it's my understanding, yes, they would
9 advise the client.

10 If you wanted to get a replacement part for a
11 particular faucet, they would tell you what replacement
12 part that was out of the maybe 600 that you could
13 choose from. So in that sense, yes, they would be
14 advising him, but that's the extent of the advice
15 given.

16 You can inquire of the witness whether or not
17 my representation is accurate. I don't mean to try and
18 conduct your deposition for you. I'm just trying to
19 help put it in context that might assist. That's all.
20 BY MR. BOSL:

21 Q. Mr. Sbezzi, is what your attorney just
22 represented your understanding of the way that Sexauer
23 would advise?

24 A. Yes. I would add to it, also would advise in
25 the inventory control of that customer or that account.

1 Q. So if a customer had a particular fixture that
2 he was working with, he could ask the Sexauer
3 representative what parts would work best for that
4 fixture?

5 A. If he didn't know.

6 Q. If he didn't know himself?

7 A. (Witness nodding head.)

8 Q. So then when the commissioned salesperson would
9 make a call to a particular customer, the customer can
10 make an order with the salesperson right there?

11 A. Or he could call in at any other time.

12 Q. And the commissioned salesmen would simply call
13 in to the headquarters at White Plains and place the
14 order; is that correct?

15 A. The commissioned salesmen, each were allotted a
16 time at night where they could place all their orders
17 that they took during the day to have them processed,
18 or if it was of an emergency nature, then they could
19 call during the day.

20 Q. But the salesmen didn't keep any inventory for
21 themselves; is that correct?

22 A. No, sir.

23 MR. WALLACE: You're agreeing with him?

24 THE WITNESS: The salesmen did not keep
25 inventory for themselves.

1 BY MR. BOSL:

2 Q. After 19 -- I'm sorry. After the early '70s
3 when the Louisville, Kentucky, plant opened, would the
4 West Coast salesmen place their order directly to
5 Louisville?

6 A. All orders were placed through Sexauer
7 headquarters who had the facility to accept the orders.
8 They may be shipped out of Louisville, but it went
9 through home office.

10 Q. And you were located at the head office?

11 A. 10 Hamilton Avenue.

12 Q. And so then the other way that a customer would
13 order was through the catalog; correct?

14 A. Yes.

15 Q. These catalogs were sent to known customers or
16 did the customer have to ask for the catalog?

17 A. We preferred the catalogs be given to the
18 customer by their salesmen. The catalogs were
19 expensive and we did not want to send out many books.

20 Q. So if a customer wanted to request a catalog,
21 they would be directed to contact the local salesman?

22 A. Yes.

23 Q. Could they call directly to White Plains, the
24 headquarters, and request a catalog be sent to them?

25 A. Yes, they could.

1 MR. BOSL: Before we go further, I think we've
2 been going roughly an hour or so. Why don't we take a
3 five or ten-minute break.

4 THE WITNESS: Sounds good to me.

5 MR. WALLACE: Before we go off the record and
6 just so it's clear, Exhibit D has ten pages in it, and
7 it begins with the reference number which ends with
8 6780 and it ends with 6796, but the pages are not
9 inclusive. There's only ten pages and they are a
10 variety of different numbers.

11 MR. BOSL: That's correct.

12 MR. WALLACE: We can go off now.

13 (Off the record.)

14 MR. BOSL: Back on the record.

15 BY MR. BOSL:

16 Q. Mr. Sbezzi, I want to show you what's been
17 marked as Exhibit A. Have you seen that document
18 before?

19 A. Yes, I have.

20 Q. When did you first see it?

21 A. Recently.

22 Q. Recently meaning hours? Days?

23 A. Days.

24 Q. Do you recall how many days ago you saw it?

25 A. It might have been weeks. It was sent to me.

1 Q. Do you recall, approximately, when that was?

2 A. The last ten days.

3 Q. In preparing for today's deposition, have you
4 reviewed any documents?

5 A. Yes, I have.

6 Q. Which documents have you reviewed?

7 A. This notice of taking the deposition. I
8 reviewed my two previous depositions, and I reviewed
9 two sets of interrogatories which I signed.

10 Q. Were those interrogatories in this case?

11 A. Yes.

12 MR. BOSL: I would ask counsel to make copies
13 of the two previous depositions available.

14 MR. WALLACE: Uh-huh.

15 Are you finished with your answer?

16 THE WITNESS: Yes.

17 MR. WALLACE: He's also looked at Tom Duffy's
18 deposition.

19 THE WITNESS: My error.

20 BY MR. BOSL:

21 Q. When did you read Mr. Duffy's deposition?

22 A. A few months ago.

23 Q. Did you read his entire deposition or certain
24 parts of it?

25 A. I tried to read the whole thing.

1 Q. Do you recall that he testified regarding J. A.
2 Sexauer in that deposition?

3 A. Yes.

4 Q. Who supplied you the copies of interrogatories?

5 A. My counsel.

6 Q. Besides talking to your attorneys, have you
7 talked to anyone in preparation for this deposition?

8 A. Yes.

9 Q. Who did you talk to?

10 A. I spoke to present and past Sexauer employees.

11 Q. Which attorney -- I'm sorry.

12 Which past employees did you speak with?

13 A. Gill Silva, the ex-president, retired president
14 of Sexauer; Frank O'Connell who at that time when I
15 spoke to him was the vice-president of sales for
16 Sexauer; Frank Inana, I-n-a-n-a, who at that time when
17 I spoke to him was the regional manager for Sexauer,
18 West Coast division; John Contos, C-o-n-t-o-s, who was
19 the previous West Coast regional manager, retired;
20 Clint Carmichael who is the present Sexauer salesman in
21 the Bay Area.

22 Q. Any other employees?

23 A. (Witness shaking head.)

24 Q. So I guess these are both the past and the
25 present employees that you spoke with; correct?

1 A. Yes.

2 Q. Mr. Silva, you said, is the former president.
3 Do you recall what years he was president of Sexauer?

4 A. No, I don't know the year he was made
5 president, but he started with Sexauer in 1966.

6 Q. Do you recall what position he started at in
7 1966?

8 A. Head of the finance and accounting department.

9 Q. When did he cease being president of Sexauer?

10 A. When he retired. I'm not sure, but it's
11 probably 2002.

12 Q. Where does he reside?

13 A. White Plains, New York.

14 Q. Do you recall his phone number offhand?

15 A. No, I don't.

16 Q. What did you discuss with Mr. Silva?

17 A. I was trying to get information on present
18 Sexauer salesmen in the Bay Area, and I asked him what
19 route I should take, who I would inquire from.

20 Q. And what did he tell you?

21 A. He led me to Frank O'Connell.

22 Q. When did you have this conversation with
23 Mr. Silva?

24 A. Oh, maybe a month ago.

25 Q. And then you contacted Mr. O'Connell?

1 A. Yes.

2 Q. Do you recall when he became vice-president of
3 sales at Sexauer?

4 A. Probably the year I left. He replaced me.

5 Q. Had he worked for Sexauer prior to that?

6 A. Yes.

7 Q. Do you know how long he worked for Sexauer
8 before that?

9 A. I'd say about three years.

10 Q. What did you discuss with Mr. O'Connell?

11 A. Who I should contact to see who is working the
12 Bay Area.

13 Q. Anything else?

14 A. No.

15 Q. And he told you about Mr. Inana?

16 A. Inana, yeah.

17 Q. Any others?

18 A. No.

19 Q. How long ago did you contact Mr. O'Connell?

20 A. Approximately a month or so.

21 Q. And then you contacted Mr. Inana?

22 A. Yes.

23 Q. And when did you contact him?

24 A. Approximately a month or so.

25 Q. Do you know how long he has been the regional

1 manager of the West Coast region?

2 A. I believe it's only three years.

3 Q. Did he work for Sexauer prior to that?

4 A. No, he did not.

5 Q. Do you know where he worked before that?

6 A. No, I don't.

7 Q. What did you discuss with Mr. Inana?

8 A. I wanted to find out who in the Bay Area --

9 Q. Who sells in the Bay Area?

10 A. Yes.

11 Q. Does Mr. Inana sell in the Bay Area?

12 A. No, he doesn't.

13 Q. He simply manages the other salesmen?

14 A. Yes.

15 Q. Who did he tell you sells in the Bay Area?

16 A. Clint Carmichael.

17 Q. Anyone else?

18 A. No.

19 Q. Did Mr. O'Connell tell you the names of prior
20 salesmen in the Bay Area?

21 A. No. I went to John Contos, who was prior
22 regional manager, to try and locate John -- Jack Heinen
23 or Ernie Klopfel.

24 Q. Was he able to help you?

25 A. No, he wasn't.

1 Q. Did he tell you anything?

2 A. No. He hadn't heard from either one in years.
3 He did not know of their location, if they were alive.

4 Q. Did he provide any other information to you?

5 A. No.

6 Q. When did you talk to Mr. Contos?

7 A. Approximately a month ago.

8 Q. Mr. Inana gave you the name of Mr. Carmichael.
9 Did he provide you with any other information?

10 A. He did not know where Jack Heinen was or had
11 heard of him.

12 Q. Any other information that he gave you?

13 A. No.

14 Q. And then you contacted Mr. Carmichael?

15 A. Yes.

16 Q. When did you contact him?

17 A. About a month ago.

18 Q. What did you ask him?

19 A. If he knew the whereabouts of Jack Heinen.

20 Q. What did he tell you?

21 A. No, he did not.

22 Q. Did you ask him for any other information?

23 A. No.

24 Q. Did he give you any other information?

25 A. No.

1 Q. I'm sorry. I may have already asked this.

2 Mr. Contos could not provide you with any
3 information regarding Mr. Heinen or Klopfel; correct?

4 A. No, he did not.

5 Q. Did you talk to anyone else regarding your
6 deposition or this case or the interrogatory answers
7 that you were asked to review?

8 A. Besides my counsel?

9 Q. Besides your counsel.

10 A. No.

11 Q. When you talked with counsel, was anyone else
12 present?

13 A. No.

14 Q. Sir, either during your time when you were --
15 well, at any time when you worked for Sexauer, did you
16 visit the California area as part of your employment?

17 A. Yes.

18 Q. When did you do that?

19 A. I don't recall dates.

20 Q. Do you recall the general time period?

21 A. No.

22 Q. Was it early -- well, do you recall what
23 position you held in the company when you did?

24 A. Both.

25 Q. Both in purchasing and in sales?

1 A. Yes.

2 Q. So you visited more than once?

3 A. Yes.

4 Q. How many times did you visit?

5 A. At least four.

6 Q. Do you recall how many times you visited in
7 your purchasing position?

8 A. Maybe once.

9 Q. What was the purpose of that trip to
10 California?

11 A. Meet the salesmen.

12 Q. Which salesmen did you meet at that time?

13 A. Jack Heinen and Ernie Klopfel. I don't recall
14 any others.

15 Q. Where in California did you visit?

16 A. We were in San Francisco.

17 Q. And both Mr. Heinen and Klopfel were selling
18 the area in San Francisco?

19 A. I'm not sure of Ernie Klopfel's territory.

20 Q. But Mr. Heinen was selling in San Francisco?

21 A. Yes.

22 Q. I'll simply ask you to let me finish asking the
23 question before you answer.

24 How long were you in California at that time?

25 A. A matter of a few days.

1 Q. Did you make any sales calls with either
2 salesmen?

3 A. No, I did not.

4 Q. What was the nature of your visit with them?

5 A. Just to meet the salesmen.

6 Q. What did you discuss with them?

7 A. I don't know.

8 Q. Did you discuss who their customers were?

9 A. No.

10 Q. Did you discuss what products Sexauer sold?

11 A. Not that I recall.

12 Q. What relationship did you have in your position
13 as assistant purchasing director of purchasing and
14 vice-president of purchasing with the salesmen in the
15 field?

16 A. I would hear recommendations for new products.

17 Q. And these recommendations came from customers
18 or from the salesmen?

19 A. Probably customers through the salesmen.

20 Q. Was this for brands of products, these
21 recommendations?

22 A. Not necessarily brands, no. New products, new
23 tools.

24 Q. So this visit when you were director of
25 purchasing was more of an informal visit simply to get

1 to know them?

2 A. Yes.

3 Q. And then you visited California as director
4 of -- or vice-president of sales approximately three
5 times?

6 A. Approximately.

7 Q. Do you recall when those visits were?

8 A. No, I don't.

9 Q. Were they early in your time as vice-president
10 of sales?

11 A. Probably one early, two later on.

12 Q. So one probably in the '80s and two in the
13 '90s? Is that fair to say?

14 A. That would be fair.

15 Q. What were the purpose of those visits?

16 A. To try and expand our business. We were a
17 small company looking to get bigger, what
18 recommendations they had as far as new products, better
19 service.

20 Q. When you say "recommendations they had," who do
21 you mean by "they"?

22 A. Our salesmen who service the customers.

23 Q. Did you meet with all of the salesmen for the
24 West Coast region?

25 A. Not that I recall.

1 Q. Which salesmen did you meet with?

2 A. I don't recall.

3 Q. Where in California did you visit the first
4 time?

5 A. Marina Del Rey.

6 Q. Were there salesmen based out of Marina Del
7 Rey?

8 A. In the vicinity.

9 Q. I'm sorry?

10 A. In the vicinity.

11 Q. Did you meet with salesmen for the Bay Area at
12 that time?

13 A. Not that I recall.

14 Q. And the second time you visited California, do
15 you recall where that was?

16 A. In the Los Angeles area.

17 Q. And the nature of the visit was the same as
18 what you just described, recommendations on products
19 and service?

20 A. Service.

21 Q. And expanding the business?

22 A. Yes.

23 Q. And the third time?

24 A. I don't recall where it was.

25 Q. You don't recall where it was.

1 Do you recall whether it was in the Bay Area?

2 A. Not that I know.

3 Q. And that also had the same purpose as the prior
4 two visits?

5 A. Yes.

6 Q. During that time, did you meet with any of
7 your -- Sexauer's customers?

8 A. No.

9 Q. Did you discuss who your customers were?

10 A. No.

11 Q. Did you discuss types of customers, for
12 example, say, large buildings or plants like hospitals
13 versus contractors and so on?

14 A. Yes. We were looking to expand -- we had
15 different vertical markets which we sold. Contractors
16 or plumbing supply houses being the smallest because it
17 was difficult to compete sending product from the East
18 Coast or even Louisville to the West Coast. So we
19 wanted to put our concentration on bigger facilities
20 such as hospitals, hotels.

21 What happened, it was very difficult to compete
22 with the local supply house because the customer could
23 really go pick up the product that day if he needed it,
24 and they usually sold at a lower price than Sexauer
25 because Sexauer had to ship it across country and carry

1 a larger inventory because they served a greater area,
2 but the local supply house served a more limited area
3 and we were trying to cover the country. So we tried
4 to emphasize hospitals, schools, large office
5 buildings, government installations.

6 Q. Who were -- do you know who Sexauer's biggest
7 competitors were in the Bay Area?

8 A. No, I don't, but there was competitors in
9 California. The local supply house as a group also was
10 our competitors because they were -- the product was
11 readily available there compared to having it shipped.

12 MS. BOSL: I would simply ask that all
13 conversations be on the record.

14 MR. WALLACE: Well, conversations that I would
15 have with the witness, I'll ask you to take a break.
16 If counsel wants to talk with me, that's no more
17 entitled to be on the record than if you want to talk
18 to Mr. -- your attorney who is right here or any of the
19 counsel want to talk at table.

20 MR. BOSL: I'd simply ask that these
21 conversations not take place during the questioning.

22 MR. WALLACE: That's a fair enough request.
23 That's a fair enough request. I'll try and honor that.
24 BY MR. BOSL:

25 Q. Sir, you said that you read Mr. Duffy's

1 deposition testimony.

2 A. (Witness nodding head.)

3 Q. Do you recall that he testified that Sexauer
4 was the Cadillac of products, of plumbing products?

5 A. If you refer to being -- Cadillac as being the
6 higher price, he was right.

7 Q. Were Sexauer products of better or different
8 quality than what you would get at the local supply
9 house?

10 A. No. These products were commercially available
11 anyplace, but Sexauer paid higher commission to its
12 salesmen, charged more money to the customer, tried to
13 give them better service and, therefore, the Cadillac
14 of the industry.

15 Q. When you say "better service," what do you
16 mean?

17 A. We tried to carry inventory and an ability to
18 ship within a reasonable time, but it's very difficult
19 when you've --

20 MR. WALLACE: You've answered his question.

21 BY MR. BOSL:

22 Q. Well, you're saying it was very difficult to
23 compete with the local supply house? Is that what you
24 were trying to say?

25 A. Yes.

1 Q. Maybe you can recap for me.

2 The reason was because the product was readily
3 available there for them to get -- is that what you
4 were saying -- in the supply house?

5 A. In the supply house.

6 Q. Directing you back to --

7 MR. WALLACE: Do you want him to look at one of
8 these?

9 MR. BOSL: No. A new exhibit. I'm going to
10 have this marked as Exhibit E.

11 (Plaintiffs' Exhibit E
12 marked for Identification.)

13 BY MR. BOSL:

14 Q. Sir, do you recognize this document?

15 A. I recognize it as being a copy of a Sexauer
16 catalog cover.

17 Q. And this cover is familiar to you as a Sexauer
18 logo and what a Sexauer catalog looked like?

19 A. Yes.

20 Q. Going to the second page, the very bottom in
21 very small print, do you see that this says "copyright
22 1964"?

23 A. Yes, I do.

24 Q. For the record, these are -- Exhibit E is Bates
25 stamped CPSL0 006799, 6805, 6839, 6840 and 6902.

1 Did you see the Sexauer catalog during the 1963
2 time period when you worked with Sexauer?

3 A. Yes, I did.

4 Q. I want to turn to -- I guess it would be --
5 let's go to 6902. It's the last page of this exhibit.

6 Do you see in the middle of the page it says,
7 "Sexauer Wickings, Graphited Asbestos Stem Packings."

8 Do you recall that Sexauer did sell these
9 products?

10 A. Yes, I do.

11 Q. It says here the Sexauer name. Did Sexauer
12 manufacture these products?

13 A. Sexauer did not manufacture products.

14 Q. Who manufactured the wickings that are in this
15 catalog?

16 A. A company called Eureka Packing.

17 Q. Who put the Sexauer name on it?

18 A. Sexauer ordered empty spools with the Sexauer
19 name on it, sent it to Eureka who put the braided or
20 twisted material on it.

21 Q. So when the customer ordered it, they would see
22 the Sexauer name on the spool and on the wicking
23 itself?

24 MR. WALLACE: Objection. Compound.

25 MR. BOSL: We can break that up.

1 BY MR. BOSL:

2 Q. When the customer purchased the wicking, would
3 they see the name Sexauer on the spool?

4 A. Yes.

5 Q. Would they see the name Eureka on the spool?

6 A. No.

7 Q. Was there any identifying mark on the wicking
8 itself?

9 A. No.

10 Q. Could a customer purchase products with the
11 Sexauer name on it at a local supply store?

12 A. We did not sell supply stores because they were
13 our competitors.

14 Q. So if a customer wanted a product with the
15 Sexauer name, the only way to get that product was
16 through Sexauer; is that correct?

17 A. That's correct.

18 Q. Let's move down.

19 The special asbestos wicking just below that to
20 the left, which company made that product?

21 A. I believe that came from Eureka, also.

22 Q. Is that true, also, with the asbestos yarn
23 right next to it?

24 A. Yes, sir.

25 Q. Same scenario with those; Sexauer would buy an

1 empty spool with its name on the spool and send it to
2 Eureka?

3 A. There's no name on those two products, on those
4 products.

5 Q. So the only way that -- so there was no
6 identifying product name at all on those products?

7 A. No.

8 Q. Have you seen these products either when you
9 were purchasing or supplying?

10 A. Yes.

11 Q. Where did you see them?

12 A. In the warehouse.

13 Q. Did you place the orders for them?

14 A. Yes.

15 Q. Do you recall the volume of these products that
16 you sold to the Bay Area?

17 A. No.

18 Q. Do you recall generally the volume of these
19 products that you sold?

20 A. I can only compare it. It had to be a small
21 volume because these were not big sellers compared to
22 the rest of the line of the products. Minute part of
23 our Sexauer line.

24 Q. I'm sorry. They were a new product?

25 MR. WALLACE: Minute, like in tiny, tiny, tiny,

1 really, really small.

2 BY MR. BOSL:

3 Q. The page before this, 6840, on the right hand
4 towards the middle, there are Sexauer asbestos washers.

5 Do you see what I'm referring to?

6 A. Yes, I do.

7 Q. Do you recall where -- your testimony is that
8 Sexauer did not manufacture products?

9 A. That's correct.

10 Q. And that applies to these washers, also?

11 A. That's correct.

12 Q. Who manufactures these asbestos washers?

13 A. I don't recall.

14 Q. Do you recall, generally, the volume of these
15 kinds of washers that you sold?

16 A. I would also characterize it as a very small
17 volume compared to many other products that we had in
18 the line.

19 Q. I want to show you what I'm going to mark as
20 Exhibit F.

21 (Plaintiffs' Exhibit F
22 marked for Identification.)

23 BY MR. BOSL:

24 Q. And these are interrogatory responses from a
25 company called Garlock.

1 Are you familiar with Garlock?

2 A. Yes.

3 Q. What do you associate with the name Garlock?

4 A. Sheeting.

5 Q. Any other products?

6 A. Not that I recall.

7 Q. If you'll turn to the second page, it says
8 "answer to interrogatory No. 12."

9 A. Am I supposed to have one of these?

10 Q. Yes.

11 MR. WALLACE: I'll give it to you.

12 Do you have the question for No. 12?

13 MR. BOSL: I don't.

14 MR. WALLACE: Well, then I'm going to object to
15 any question of this witness on the basis of
16 completeness. If you want to ask him to take a look at
17 this document to see if it refreshes his recollection,
18 I don't have any problem with that, but you first have
19 to ask him something that he doesn't have a
20 recollection on.

21 BY MR. BOSL:

22 Q. Let's start with that.

23 Do you recall whether or not Garlock had -- I'm
24 sorry.

25 Do you recall whether or not Sexauer ever

1 purchased products from Garlock?

2 A. Yes, I do.

3 Q. Do you recall what products those were?

4 A. Sheet packing.

5 Q. Do you recall any other products?

6 A. No, I don't.

7 Q. Were these products sold under the Sexauer
8 name?

9 MR. WALLACE: The sheet packing?

10 MR. BOSL: The sheet packing, yes.

11 THE WITNESS: It wasn't branded Sexauer. It
12 was like every other item here with the Sexauer name.
13 It fits in the Sexauer book.

14 BY MR. BOSL:

15 Q. So it was sold in the Sexauer catalog as a
16 Sexauer sheet packing?

17 A. Yes.

18 Q. Do you recall seeing the sheet packing?

19 A. Yes.

20 Q. Did you see it prior to 1976?

21 A. Yes.

22 Q. Did this sheet packing have any identifying
23 marks on it?

24 A. Not that I recall.

25 Q. It didn't say Garlock on it?

1 A. Not that I recall.

2 Q. And it didn't say Sexauer on it?

3 A. Not that I recall.

4 Q. Do you recall, of the products that you sold,
5 what volume that sheet packing was?

6 A. I would also characterize that as minute.

7 Q. I want to go through -- I want to go back to
8 Exhibit A. And starting on -- it's page 8. I just
9 want to go through and ask whether or not you're the
10 person most knowledgeable for Sexauer about these
11 various categories of information.

12 You testified you saw this notice approximately
13 ten days ago or thereabouts?

14 A. Earlier in the month, yes.

15 Q. Sir, are you the person most knowledgeable for
16 Sexauer regarding their record retention policy?

17 MR. WALLACE: Well, I'm going to object to the
18 extent it calls for a legal conclusion. The witness is
19 being produced in response to the deposition notice for
20 the person most knowledgeable to testify about the
21 matters which are the subject of the deposition notice.
22 That's what he's being produced for. So whether or not
23 he can -- I don't believe it's appropriate to ask him
24 whether or not he believes that that's his capacity.
25 That's a legal conclusion the witness is not here to

1 testify about.

2 BY MR. BOSL:

3 Q. I'm not going to necessarily ask you these
4 questions. When I say "person most knowledgeable," I
5 don't necessarily mean it in a legal sense or a legal
6 technical term.

7 What I'm asking you is, in your opinion, as far
8 as you know, are you the person most knowledgeable at
9 Sexauer about these categories or do you believe that
10 there are other people who would have more information
11 than yourself?

12 A. I believe I am the person most knowledgeable.

13 Q. Maybe we can shortcut this. If you could look
14 for me at the other categories continuing on to page 10
15 and tell me if that is true for all of them.

16 MR. WALLACE: All of these to there
17 (indicating).

18 I'm going to interpose the same objection, and
19 if we can have that limitation as to those categories,
20 then I'll let him answer the question.

21 MR. BOSL: That's fine.

22 MR. WALLACE: Do you understand? He's just
23 asking for your personal opinion.

24 THE WITNESS: Yes.

25 BY MR. BOSL:

1 Q. Sir, did you look for any documents in response
2 to this notice?

3 A. There is no documents.

4 Q. When you say there are no documents, there are
5 no documents in response to any of the categories in
6 the notice?

7 A. What are the categories? Prior to 1977?

8 Q. Yes.

9 A. As far as I know, there are no documents prior
10 to 1977.

11 Q. What do you base that statement on? What
12 information?

13 A. My knowledge of having been there.

14 Q. Why are there no documents prior to 1977?

15 A. We're a small company. Space availability at
16 the company going forward, to the best of my knowledge,
17 there was no place where documents were stored for 30
18 years.

19 Q. How long does Sexauer generally keep documents?

20 A. Individual departments when they had filled
21 their file cabinets after one year or two years and
22 they needed more space and we were crowded for space,
23 the documents were thrown out.

24 Q. Is there a company policy with regards to that?

25 A. Not that I know of.

1 Q. So it was up to the individual who maintained
2 whatever file cabinet the document was in to decide
3 when to throw a document away?

4 A. Yes.

5 Q. Did you or anyone else actually search for
6 documents in response to this notice or any other
7 discovery in this case?

8 A. I did not search for documents.

9 Q. So you just assumed, based on the fact that
10 it's a small company and people generally throw
11 documents away after a time, that there were none?

12 A. And it has been sold.

13 Q. And it has been sold.

14 So you, yourself, did not search for any
15 documents; is that correct?

16 A. That's correct.

17 Q. Did anyone else search for documents within the
18 Sexauer organization?

19 A. Not that I know of.

20 Q. When you say that it was sold, you're referring
21 to Sexauer being sold; correct?

22 A. That's correct.

23 Q. When was Sexauer sold?

24 A. The first time in 1976.

25 Q. To whom was it sold?

1 A. Dyson-Kissner-Moran.

2 Q. You said that it was sold -- that was the first
3 time it was sold. So it was sold another time?

4 A. Yes.

5 Q. And how many times after that was it sold?

6 A. One other time.

7 Q. When was that?

8 A. Late 1999.

9 Q. Who was it sold to?

10 A. Wilmar Corporation, W-i-l-m-a-r.

11 Q. And Wilmar is now known as Interline; is that
12 correct?

13 A. That's correct.

14 Q. When the company was sold in 1976, did
15 operations within Sexauer change at all?

16 A. No.

17 Q. Did the company continue to operate under the
18 name J. A. Sexauer?

19 A. That's correct.

20 Q. Was any notice sent to Sexauer's customers that
21 it had been purchased by another company?

22 A. Not that I know of.

23 Q. So a customer would have no reason to really
24 know that a change in ownership had taken place?

25 A. (Witness nodding head.)

1 Q. Is that true, also, in 1999 with the sale to
2 Wilmar?

3 A. Wilmar may have made a public announcement of
4 the purchase of Sexauer. I'm not aware of it.

5 Q. After 1999, did the company continue to operate
6 with the name J. A. Sexauer?

7 A. Yes.

8 Q. When you say "public notice," was notice sent
9 directly to the customers?

10 A. Not that I know of.

11 Q. So, again, a customer wouldn't really have any
12 knowledge that it had changed ownership?

13 A. That's correct.

14 Q. And so, also, when we talk about the way that
15 Sexauer did business when you were discussing sales, in
16 particular, the way that Sexauer made sales, there was
17 no change to that in 1976 with the new ownership?

18 A. No change in the method of sales. Very
19 successful method.

20 Q. Was there a change in products that were sold
21 in 1976?

22 A. There was additional products added.

23 Q. As a result of the new ownership?

24 A. There was a continuous program to add new
25 products which was a method of growing the business,

1 but from 1976 there was more emphasis on growth. Prior
2 to '76, we were really kind of a small company,
3 satisfied with the size of the company, the products we
4 were selling and no emphasis -- not as much emphasis on
5 growing.

6 Q. And that emphasis came when Dyson bought the
7 company?

8 A. Yes. And they made an investment.

9 MR. WALLACE: You answered his question.

10 BY MR. BOSL:

11 Q. And who was the owner before Dyson purchased
12 the company?

13 A. The Sexauer family, privately owned family
14 business.

15 Q. Do you know why the Sexauer family sold the
16 business?

17 MR. WALLACE: If you know. Don't speculate.

18 THE WITNESS: No, I don't.

19 BY MR. BOSL:

20 Q. I want to go through a few of these categories
21 that I asked you about.

22 Do you know whether or not Sexauer's salesmen
23 in the Bay Area before 1976, Klopfel and Heinen, ever
24 visited the Louis V. Keller shop?

25 A. Not that I know of.

1 Q. Do you have any information either way?

2 A. No, I don't.

3 Q. Do you know if Sexauer sold to Keller?

4 A. No, I don't.

5 Q. You don't know if -- so you don't know if

6 Keller ever made an order with Sexauer?

7 A. I don't.

8 Q. Do you know whether or not Servadei Service
9 ever purchased from Sexauer?

10 A. Not that I know.

11 Q. And do you know if Siros Plumbing ever
12 purchased from Sexauer?

13 A. Not that I know.

14 Q. Do you have knowledge of any company in
15 San Francisco or any customer in San Francisco that
16 purchased from Sexauer?

17 A. No, I don't.

18 Q. Do you have knowledge of any customer of
19 Sexauer, generally speaking, anywhere?

20 MR. WALLACE: Anywhere, anytime?

21 MR. BOSL: Anywhere, anytime.

22 THE WITNESS: Sure.

23 BY MR. BOSL:

24 Q. Do you have knowledge of any customers in the
25 San Francisco Bay Area?

1 A. No.

2 Q. Who would have that information?

3 A. What time period?

4 Q. Prior to 1976.

5 A. No one that I know of.

6 Q. And the only people that you think might have
7 had that information was Heinen and Klopfel?

8 A. It was my presumption.

9 Q. Was there a regional manager at that time for
10 the West Coast area?

11 A. John Contos.

12 Q. Do you know if he would have information about
13 specific customers within the San Francisco Bay Area at
14 that time?

15 A. I know he has no information.

16 Q. You asked him?

17 A. I asked him if he had records. He has no
18 records.

19 Q. Did you ask him if he has a memory of customers
20 within the Bay Area?

21 A. No, I didn't.

22 Q. Did Sexauer ever deliver directly to a
23 particular jobsite?

24 MR. WALLACE: At any time anywhere?

25 MR. BOSL: Prior to 1976 in the Bay Area.

1 THE WITNESS: Not that I know.

2 BY MR. BOSL:

3 Q. Could a customer at that time call and say that
4 they wanted their product delivered to a particular
5 jobsite?

6 A. That was an option, to job ship.

7 Q. Would the jobsite have been reflected on any of
8 the purchase or sales documents at that time?

9 A. The purchaser would be the one that's reflected
10 in records, not the job ship.

11 Q. Where would the shipping information be
12 reflected?

13 A. Nowhere that I know of.

14 Q. So how would the person delivering the product
15 know where to deliver it?

16 A. When you say "the person delivering the
17 product," who do you mean?

18 Q. So the person at Sexauer -- or Sexauer would
19 package the product and ship it directly to its final
20 destination; is that correct?

21 A. That's correct.

22 Q. How would the person at Sexauer who was
23 shipping the product know where to send it if the
24 customer wanted it sent to a jobsite?

25 A. He was instructed by the Sexauer salesman.

1 Q. And if -- but that information was not
2 reflected on any record at Sexauer headquarters?

3 A. No.

4 Q. And if the customer placed the order through
5 the catalog and the toll free number, how would that
6 information be conveyed to the shipping department?

7 A. The customer would order it under his customer
8 order number which would show up with the billing
9 address, but the customer can change the ship to
10 address at any time.

11 Q. Now, you say customer order number. Did
12 various customers have accounts with Sexauer?

13 A. Every customer had their own account number. I
14 didn't say order number. I said account number.

15 Q. And that was true whether they ordered through
16 a salesman or through a catalog?

17 A. Yes.

18 Q. Did you perform any search to find out if any
19 of the employers or contractors listed in this notice
20 had an account number with Sexauer prior to 1976?

21 A. No such records exist.

22 Q. Do any of these companies, whether contractors
23 or employers, have accounts with Sexauer today, to your
24 knowledge?

25 A. I have no knowledge of that.

1 Q. How were these account numbers kept prior to
2 1976? Was there a computer database, I imagine?

3 A. I imagine there was a computer database.

4 MR. WALLACE: I don't want you speculating. If
5 you know, tell him what you know. If you don't know,
6 so state. Okay?

7 THE WITNESS: I don't know.

8 BY MR. BOSL:

9 Q. You didn't have reason to deal with specific
10 customer orders in any of your positions?

11 A. No.

12 Q. Were there files that would reflect the
13 customer order -- I'm sorry -- the customer account
14 number?

15 MR. WALLACE: If you know.

16 THE WITNESS: Not that I know of.

17 BY MR. BOSL:

18 Q. Did customers have any means of buying on
19 credit with Sexauer?

20 A. If they paid their previous bills, an order
21 would be shipped out, if that's what you call buying on
22 credit. It would be shipped and billed and hopefully
23 paid in proper time.

24 Q. And so you don't have any knowledge whether or
25 not Sexauer shipped to, directing your attention to the

1 notice, any of these work sites listed on pages 18, 19
2 and 20? I'm sorry. I'm looking at the wrong document.

3 MR. WALLACE: It's not A.

4 MR. BOSL: No. It is in A. It's on page 6
5 through page 7.

6 THE WITNESS: May I hear the question again.

7 (Record read by the Reporter.)

8 MR. BOSL: The pages should be 6 and 7. I'm
9 sorry.

10 MR. WALLACE: Let's agree that the question can
11 be amended to reflect pages 6 and 7 so the witness is
12 not confused.

13 MR. BOSL: That's correct.

14 MR. WALLACE: He's asking you about these sites
15 (indicating), okay, 1 through 39.

16 MR. BOSL: I'm sorry. 1 through 43.

17 THE WITNESS: 43.

18 MR. WALLACE: 1 through 43. Sorry. Okay?

19 THE WITNESS: And the question is...?

20 BY MR. BOSL:

21 Q. Do you have knowledge of whether or not Sexauer
22 sold products to any of these jobsites?

23 A. No, I don't.

24 MR. WALLACE: Just so we're clear, you're not
25 expecting that Sexauer would sell to a jobsite; you

1 mean that Sexauer would sell and have the product
2 shipped to that jobsite? Is that what you mean?

3 MR. BOSL: That's right.

4 BY MR. BOSL:

5 Q. Did Sexauer ship any products to these work
6 sites?

7 MR. WALLACE: If you know.

8 THE WITNESS: Not that I know.

9 BY MR. BOSL:

10 Q. Let's back up, then.

11 Did Sexauer at any time become aware that
12 asbestos was a hazardous product or material?

13 A. Yes, sir.

14 Q. When was that?

15 A. In the late '70s.

16 Q. How did Sexauer become aware of that?

17 A. Through general media stories about asbestos
18 insulation and the employees at the Louisville
19 warehouse brought the subject up to the management
20 there.

21 Q. What did the employees say regarding the
22 hazards of asbestos?

23 A. I don't know the nature of what was said.

24 Q. Were you involved in any discussions within
25 Sexauer about the asbestos hazards in the late '70s?

1 A. Yes.

2 Q. What were the nature of those discussions?

3 A. That we would refer that question to the
4 vendors from which we bought the products.

5 Q. Did Sexauer ask the various vendors
6 regarding --

7 A. Sexauer wrote letters to the various vendors
8 that they bought asbestos-related products.

9 Q. And what did those letters say?

10 MR. WALLACE: If you recall.

11 THE WITNESS: I don't recall the exact wordage
12 of what the letter said.

13 BY MR. BOSL:

14 Q. What was the nature of the letter?

15 A. Proposing the complaint that came from the
16 Louisville plant as to the product.

17 Q. And that complaint was that they contained --

18 A. The concern whether these products were
19 health-related.

20 Q. Did the vendors respond to those letters?

21 A. Yes, they did.

22 Q. And how did they respond?

23 A. They gave various responses, but the response
24 was that asbestos-related products contained chrysotile
25 asbestos which was encapsulated and in no way would

1 that affect the health.

2 MR. WALLACE: Are you finished?

3 THE WITNESS: Yes.

4 MR. WALLACE: Counsel, can we agree that in the
5 witness' answer as just stated, his use of the
6 word "our," o-u-r, was referencing the response from
7 suppliers as opposed to "our" meaning Sexauer?

8 MR. BOSL: I'm sorry. Maybe if you can read
9 the question back, please -- the answer, rather.

10 (Record read by the Reporter.)

11 MR. WALLACE: I'll stipulate that the answer
12 as read is fine. Never mind.

13 BY MR. BOSL:

14 Q. Whose health did they say it would not affect?

15 A. They didn't specify whose health, but I --

16 Q. They said it wasn't dangerous to human health,
17 though?

18 A. That's correct.

19 Q. Did Sexauer perform any investigations beyond
20 sending these letters to the vendors?

21 A. Not that I know.

22 Q. Do you recall specifically if Garlock's
23 response to your letter was that the products contained
24 chrysotile that was encapsulated and not dangerous to
25 human health?

1 A. No, not that I recall.

2 Q. You don't recall any specific vendor's
3 response?

4 A. Not that I recall.

5 Q. So this was -- your answer is just the general
6 understanding that Sexauer took away from the body of
7 responses they received?

8 A. That's correct.

9 Q. So Sexauer did not consult any industrial
10 hygienist?

11 A. Not that I know.

12 Q. Or any medical personnel?

13 A. Not that I know.

14 Q. Did Sexauer consult any trade literature?

15 A. Not that I know.

16 Q. So the only action that Sexauer took in
17 response to a concern about asbestos hazards was to
18 send letters to the various vendors?

19 A. And rely on their answers.

20 Q. At any time prior to 1977, did you see warnings
21 regarding asbestos on any of the products that Sexauer
22 sold?

23 A. No, I did not.

24 Q. And Sexauer did not place any warnings on those
25 products?

1 A. No, it did not.

2 May I get a drink of water?

3 MR. WALLACE: Can we go off the record for a
4 second?

5 MR. BOSL: Sure.

6 (Off the record.)

7 MR. WALLACE: Back on the record.

8 We've had a discussion, myself and counsel for
9 plaintiff, off the record and if I understand, you
10 think about 35, 30, 35 minutes more?

11 MR. BOSL: Somewhere around there.

12 MR. WALLACE: So we're going to continue even
13 though it's ten after 12:00 and lunch hour. We're
14 going to continue and try and conclude the deposition.

15 BY MR. BOSL:

16 Q. Sir, before we broke, we were talking about the
17 late '70s when Sexauer became aware that there were
18 some dangers relating to asbestos due to the concerns
19 of the Louisville workers.

20 When you got the response from the various
21 vendors, did you ask them what "encapsulation" meant?

22 A. No. I just presumed that asbestos fiber was
23 not floating free in the air.

24 Q. That was just based on your understanding of
25 the word "encapsulation"?

1 A. Encapsulation.

2 Q. You mentioned that they told you that their
3 products contained chrysotile asbestos.

4 Do you have an understanding that there are
5 different types of asbestos?

6 A. I understand that there is other asbestos.

7 Q. Do you know what those other types are?

8 A. No, I do not.

9 Q. Are you aware one way or the other if the
10 different types of asbestos are more hazardous to
11 health than other types?

12 A. No, I do not know that.

13 Q. So you don't know whether or not chrysotile is
14 more dangerous or less dangerous than other types of
15 asbestos?

16 A. I have no way of comparing it.

17 Q. The representation that the vendors gave you
18 was that it was chrysotile. Did you do anything to
19 inquire of them what that meant?

20 A. No, I did not.

21 Q. How did you come to learn that there are
22 different types of asbestos?

23 A. In reading the interrogatories and so on.

24 Q. So you learned that after the late '70s and
25 after these discussions took place?

1 A. Yes.

2 Q. So there was no discussion among yourself and
3 your other colleagues within Sexauer regarding the fact
4 that these products contained chrysotile?

5 A. No.

6 Q. And so just to recap, Sexauer -- you or anyone
7 else at Sexauer, to your knowledge, did no other
8 reading in types of books or anything else regarding
9 the hazards of asbestos?

10 A. Not that I know.

11 Q. Now, you mentioned that you read Mr. Duffy's
12 deposition testimony. Do you recall what products he
13 said that he and Louis V. Keller generally purchased
14 from Sexauer?

15 A. No, I don't.

16 Q. Do you recall that he testified that Sexauer --
17 I'm sorry -- that Keller purchased packing, asbestos
18 packing from Sexauer?

19 A. I don't recall that.

20 Q. When you read Mr. Duffy's deposition testimony,
21 was there anything that he testified about Sexauer that
22 you dispute?

23 MR. WALLACE: Do you understand his question?

24 THE WITNESS: I don't have committed to memory
25 what he testified about Sexauer. He made -- it was a

1 pretty thick document, and I don't recall anything that
2 sticks out.

3 BY MR. BOSL:

4 Q. Do you have any reason to dispute -- I'm going
5 to represent to you that Mr. Duffy testified that he,
6 when he worked for Keller, purchased asbestos packing
7 and wicking and lead joint runners from Sexauer.

8 Do you have any reason to dispute that?

9 MR. WALLACE: Objection. The question is
10 compound, overbroad, vague.

11 THE WITNESS: I don't know that -- I have no
12 records to show me that they bought that.

13 BY MR. BOSL:

14 Q. Sir, did Sexauer, prior to 1977, sell
15 asbestos-containing lead runners, joint runners?

16 A. Yes, sir. I believe that was our product.

17 Q. Do you recall where Sexauer purchased those
18 products from?

19 A. No, I do not. It was not a very popular or
20 used item.

21 Q. Do you know what a lead runner is used for?

22 A. I've been told it was used in soil pipe that's
23 put together. It's a pipe that is not copper or brass
24 or plastic that is threaded to join two pipes. But to
25 seal the joint, they tell me that the lead runner is

1 put around the place where the two pipes meet and then
2 molten lead is poured into it. And that seals the
3 joint.

4 Q. Do you know where on the lead runner the
5 asbestos was?

6 A. No, I do not.

7 Q. Sir, is Sexauer in possession today of any
8 catalogs from the 1960s or '70s?

9 MR. WALLACE: If you know.

10 THE WITNESS: Not that I know. Not that I
11 know.

12 BY MR. BOSL:

13 Q. Did you look for any catalogs?

14 A. There's no place to look.

15 Q. What do you mean by "there's no place to look"?

16 A. There's no one at the Sexauer building that
17 would have that knowledge, if there were catalogs
18 available.

19 Q. Did you ask?

20 A. Yes, I did.

21 Q. Who did you ask?

22 A. I asked Rick Coulter.

23 Q. What is Mr. Coulter's position at Sexauer?

24 A. I don't have his title, but I know he worked on
25 catalogs in previous years.

1 Q. Do you recall what year he started at Sexauer?

2 A. No, I don't.

3 Q. Do you recall what decade?

4 A. In the '60s or early '70s.

5 Q. And you asked Mr. Coulter whether or not

6 Sexauer has catalogs from the 1960s or '70s?

7 A. Yes.

8 Q. And his answer was that he did not know?

9 A. He did not have them.

10 Q. He did not have them.

11 MR. BOSL: I'd like to attach -- I believe it's

12 Exhibit G.

13 (Plaintiffs' Exhibit G

14 marked for Identification.)

15 BY MR. BOSL:

16 Q. For the record, these are J. A. Sexauer's First

17 Amended Responses to Plaintiffs' Interrogatories, Set

18 One, in the Amy Hogan case.

19 MR. WALLACE: Go ahead.

20 BY MR. BOSL:

21 Q. Sir, have you seen these before?

22 A. Yes, I have.

23 Q. When did you first see them?

24 A. The past month or six weeks ago.

25 Q. Did you read all of the responses in them?

1 A. Yes, I did.

2 Q. I want to turn your attention to page 26. It
3 looks like there are two pages 26. So the second one.

4 Sir, is that your signature?

5 A. Yes, it is.

6 Q. It says here that you have read the foregoing
7 documents and you are informed and believe and on that
8 ground allege that the matters stated in it are true.

9 Did I read that right?

10 A. Yes.

11 Q. On what information did you base your responses
12 or your statement here?

13 MR. WALLACE: I'm going to object to the
14 question as vague and ambiguous. He says he's informed
15 and believed. That doesn't necessarily mean that he's
16 based it on information. He's informed and believed is
17 a legal term of art. So to the extent your question
18 tries to incorporate that in the manner in which it
19 did, it's vague.

20 You can answer it, if you understand it.

21 THE WITNESS: Ask it again, please.

22 BY MR. BOSL:

23 Q. Let's say it this way: On what basis did you
24 allege that the matters within these interrogatory
25 responses are true?

1 A. On the basis of my knowledge of the question.

2 Q. So you didn't talk to anyone or read -- well,
3 you didn't talk to anyone prior to reviewing these
4 responses to get information?

5 MR. WALLACE: Objection. Assumes facts not in
6 evidence.

7 THE WITNESS: I don't want to make that general
8 statement without seeing the different questions. I
9 may have spoken to somebody on a question here and I
10 don't have them committed to memory.

11 BY MR. BOSL:

12 Q. Well, let me ask this globally. We talked
13 before about the various individuals that you asked and
14 talked to approximately a month ago.

15 Have you talked to anyone else during this
16 case, other than counsel, about the facts in this case?

17 A. No.

18 Q. And so any conversations that you might have
19 had with someone regarding the various answers in here,
20 in these responses, would have been during those
21 conversations that you had previously, that you talked
22 about previously?

23 A. Yes.

24 Q. Let me ask you, who is Mr., looking at page 5,
25 Tom Tossavaimen, Tossavaimen?

1 A. Did you say page 5?

2 Q. Yes.

3 A. He is a person that I do not personally know,
4 but in inquiring if --

5 MR. WALLACE: You've answered his question.

6 BY MR. BOSL:

7 Q. Did you ask anyone who he is?

8 A. I didn't ask the question who he is. I asked
9 another question that that name was given to me.

10 Q. And what question did you ask?

11 A. Who would be the custodian of records at
12 Interline Brand.

13 Q. Does Interline Brands have an office in
14 Jacksonville, Florida?

15 A. I believe that's their headquarters.

16 Q. Is that the headquarters for J. A. Sexauer
17 today?

18 A. No.

19 Q. So J. A. Sexauer runs separately from Interline
20 Brands?

21 A. I believe so.

22 Q. So you have no personal knowledge of who
23 Mr. Tossavaimen is --

24 A. No, I don't.

25 Q. -- or his position within Interline Brands?

1 A. No, I don't.

2 Q. And then, finally, turning to what we're going
3 to mark as Exhibit H.

4 (Plaintiffs' Exhibit H
5 marked for Identification.)

6 BY MR. BOSL:

7 Q. Have you seen this document before, J. A.
8 Sexauer Manufacturing Company, Inc.'s Response to
9 Plaintiffs' First Set of Dieden Interrogatories?

10 A. Yes, I have.

11 Q. When was the first time that you saw these?

12 A. Four to six weeks ago.

13 Q. And you read all of the responses therein?

14 A. Yes, I have.

15 Q. Same basic question: Going to page 30 --

16 MR. WALLACE: Give us a second, Counsel.

17 MR. BOSL: Sure.

18 BY MR. BOSL:

19 Q. Is that your signature there?

20 A. Yes, it is.

21 Q. In reviewing these responses, did you have any
22 conversations with any individuals other than what
23 we've already discussed?

24 A. I'd like to look at them before I can answer
25 that.

1 Q. That's fine.

2 A. Because it covers everything that's in there.

3 Can I make a notation?

4 MR. WALLACE: No.

5 THE WITNESS: Could you repeat the question?

6 (Record read by the Reporter.)

7 THE WITNESS: The fact that this says what
8 we've already discussed covers interrogatory 25 where
9 Tom Tossavaimen came up. So it would be the same
10 answer.

11 Interrogatory No. 36 I discussed with my
12 counsel as to the captions and case numbers.

13 And interrogatory 53, I discussed that with
14 counsel.

15 MR. WALLACE: He's not asking you about
16 conversations with counsel. He's just asking you if
17 you talked to anybody else.

18 MR. BOSL: Right.

19 THE WITNESS: No, I have not.

20 BY MR. BOSL:

21 Q. And you made a comment, when reviewing it, that
22 you needed to make a notation. What was that comment
23 you were thinking of?

24 A. The comment was these are interrogatories that
25 I just mentioned. I didn't want to commit them to

1 memory.

2 Q. Did Sexauer ever begin warning its customers
3 about asbestos products that they sold?

4 A. Not that I know of.

5 Q. Did Sexauer ever discontinue selling asbestos
6 products?

7 A. As the manufacturer that we bought from
8 substituted other material for asbestos, the answer is
9 yes.

10 Q. To your knowledge, does Sexauer sell
11 asbestos-containing products today?

12 MR. WALLACE: If you know. Don't speculate.

13 THE WITNESS: Not that I know.

14 BY MR. BOSL:

15 Q. To your knowledge, did Sexauer sell
16 asbestos-containing products in 2000 when you retired?

17 A. Not that I know.

18 Q. I think we're just about done here.

19 Did Sexauer ever sell transite pipe?

20 A. No.

21 Q. Did Sexauer ever sell sewer pipe?

22 A. No.

23 Q. Did Sexauer ever sell electrical pipe?

24 A. No.

25 Q. Did Sexauer ever sell flue pipe?

1 A. No.

2 Q. Did Sexauer ever sell pipe insulation?

3 A. No.

4 Q. Did Sexauer ever sell block insulation?

5 A. No.

6 Q. Did Sexauer ever sell 85 percent magnesium
7 insulation?

8 A. No.

9 Q. Did Sexauer ever sell calcium silicate
10 insulation?

11 A. No.

12 Q. Did Sexauer ever sell any insulation products?

13 A. No.

14 Q. Did Sexauer ever sell cement products?

15 A. No.

16 Q. Did Sexauer ever sell duct insulation?

17 A. No.

18 Q. Did Sexauer ever sell drywall products?

19 A. No.

20 Q. Was Sexauer a member of any professional or
21 trade organization during the 1960s and '70s?

22 A. No.

23 Q. Was Sexauer a member of the National Safety
24 Council?

25 A. No.

1 MR. BOSL: Sir, I think that's all I have for
2 you today. I thank you for your time.

3 THE WITNESS: Thank you for your courtesies.

4 MR. WALLACE: Any other counsel?

5 MR. WILSON: I have no questions.

6 MR. WALLACE: Hearing no questions, that will
7 conclude.

8 With respect to signing, can we have a
9 stipulation that the witness can sign off on the
10 deposition outside the presence of a notary?

11 MR. BOSL: That's fine.

12 MR. WALLACE: That the witness can sign off on
13 a copy?

14 MR. BOSL: Yes.

15 MR. WALLACE: And provide any necessary changes
16 through counsel to the reporter?

17 MR. BOSL: Yes. That's fine.

18 MR. WALLACE: To be included with the original?

19 MR. BOSL: Yes. That's fine.

20 MR. WALLACE: Okay.

21 MR. BOSL: And the other thing that I would
22 state is a reminder that I had asked earlier in the
23 deposition for copies of the prior deposition
24 transcripts.

25 MR. WALLACE: So noted. And Ms. Portillo is

1 going to be addressing that when we return to the
2 office. Otherwise, the deposition is concluded.

3 (Whereupon, the deposition was concluded
4 at 12:41 p.m.)
5
6
7
8
9

SIGNATURE OF WITNESS

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF CALIFORNIA)

2)

3 COUNTY OF ALAMEDA)

4

5 I, DENISE M. LOMBARDO, do hereby certify:

6 That CARMELO SBEZZI, in the foregoing deposition
7 named, was present and by me sworn as a witness in the
8 above-entitled action at the time and place therein
9 specified;

10 That said deposition was taken before me at said
11 time and place, and was taken down in shorthand by me,
12 a Certified Shorthand Reporter of the State of
13 California, and was thereafter transcribed into
14 typewriting, and that the foregoing transcript
15 constitutes a full, true and correct report of said
16 deposition and of the proceedings that took place;

17 IN WITNESS WHEREOF, I have hereunder subscribed my
18 hand this 23rd day of October 2006.

19

20

21

22

23

24

25

Denise M. Lombardo
DENISE M. LOMBARDO, CSR No. 5419
State of California

1 Gordon D. Greenwood, Esq. (C.S.B. #136097)
Justin A. Bosl, Esq. (C.S.B. #241117)
2 KAZAN, McCLAIN, ABRAMS, FERNANDEZ,
LYONS, FARRISE & GREENWOOD
3 A Professional Law Corporation
171 Twelfth Street, Third Floor
4 Oakland, California 94607
Telephone: (510) 465-7728

5 Attorneys for Plaintiffs



6
7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF ALAMEDA
10

11 AMY HOGAN, et al.,

12 Plaintiffs,

13 vs.

14 ALCOA, INC., et al.,

15 Defendants.
16
17
18
19
20

No. RG05193478

**NOTICE OF TAKING THE DEPOSITION
OF DEFENDANT J.A. SEXAUER
MANUFACTURING CO., INC.'s
PERSON(S) MOST KNOWLEDGEABLE
AND CUSTODIAN(S) OF RECORDS**

DATE: October 2, 2006

TIME: COR: 10:00 a.m.
PMK: 1:30 p.m.

PLACE: Kazan, McClain, et al.
171 - 12th Street, 3rd Floor
Oakland, CA 94607

21 TO EACH PARTY AND ATTORNEY OF RECORD IN THIS ACTION:

22 PLEASE TAKE NOTICE that plaintiffs, through their counsel, will take the
23 deposition of the Custodian(s) of Records for defendant **J.A. Sexauer Manufacturing**
24 **Co., In.** (hereafter DEFENDANT) at the offices of Kazan, McClain, Abrams, Fernandez,
25 Lyons, Farrise & Greenwood, A Professional Law Corporation, 171 Twelfth Street, Third
26 Floor, Oakland, CA 94607, commencing at 10:00 a.m. on **October 2, 2006** and
27 continuing from day to day until completed. The deposition will be taken before a duly
28 authorized Notary Public and will be recorded stenographically and through instant visual
display pursuant to C.C.P. § 2025.220(a)(5).

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

1 The deponent, **J.A. Sexauer Manufacturing Co., Inc.**, is a party to this action and
2 is required to produce the following documents, records, or other materials at said
3 deposition:

4 1. All DOCUMENTS that contain information regarding DEFENDANT's RECORD
5 RETENTION POLICY.

6 "DOCUMENTS" shall refer to all manually, mechanically or electronically written or
7 recorded audio or visual materials and computer files known to defendant, including but
8 not limited to databases, electronic mail messages, financial data, spreadsheets,
9 accounting system information, indices of computer records, correspondence,
10 memoranda, telegrams, notations, records, receipts, invoices, bills, purchase orders,
11 sales records, delivery records, shipping manifests, bids, contracts, contract logs,
12 catalogs, specifications, approved material submittals and change orders, as-built
13 specifications, applications specifications, blueprints, plans, diagrams, indexes, computer-
14 stored records, computer record indexes, microfilms, microfiche, warranties, guarantees,
15 calendars, diaries, videotapes, photographs, tape recordings, asbestos surveys, asbestos
16 sample testing reports, abatement reports, books, brochures, safety manuals, union
17 regulations, company regulations, depositions, trial testimony, trial exhibits, and
18 statements.

19 "DEFENDANT" shall refer to defendant J.A. Sexauer Manufacturing Co., Inc., and
20 to its parent entities, predecessors, subsidiaries, divisions, and contract units.

21 "RECORD RETENTION POLICY" shall refer to any policy pursuant to which
22 defendant's DOCUMENTS are maintained or destroyed, including the legal and financial
23 basis for deciding how long to retain documents, the period of time required and what
24 categories of documents are subject to defendant's document retention policy.

25 2. All DOCUMENTS that contain information regarding DEFENDANT's
26 RELATIONSHIP with Interline Brands, Inc. at all times.

27 "RELATIONSHIP" shall refer to each and every interest, business transaction
28 and/or association, including but not limited to successor, equitable trustee, association,

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

1 partnership, subsidiary, division, predecessor, parent company, sister company, alter ego,
2 merger, coordinated operation, combined operation, shared operation, purchase, sale,
3 agreement, contract, shared facility, real property interest, shared accounting and/or
4 financing activity between DEFENDANT and the referenced entity.

5 3. All DOCUMENTS that contain information regarding ownership interest Interline
6 Brands, Inc., has had in DEFENDANT at any time.

7 4. All DOCUMENTS that contain information regarding Interline Brands, Inc. using
8 its financial resources to satisfy the OBLIGATIONS of DEFENDANT.

9 "OBLIGATIONS" shall refer to salaries, expenses, loans, liabilities, losses or other
10 costs.

11 5. All DOCUMENTS that contain information regarding insurance policies held by
12 Interline Brands, Inc. which include coverage for DEFENDANT for liability in asbestos-
13 related lawsuits.

14 6. All DOCUMENTS that contain information regarding liabilities Interline Brands,
15 Inc. acquired from DEFENDANT for asbestos-related injuries.

16 7. Please DESCRIBE all DOCUMENTS that contain information regarding
17 Interline Brands Inc.'s liability for products DISTRIBUTED by DEFENDANT prior to 1977.

18 "DISTRIBUTE(D)," "DISTRIBUTION" shall refer to sale, supply, shipment, delivery,
19 provision and/or distribution.

20 8. All DOCUMENTS that contain information regarding ASBESTOS-CONTAINING
21 PRODUCTS DEFENDANT manufactured prior to 1977.

22 "ASBESTOS-CONTAINING PRODUCTS" shall refer to any and all products that
23 contain any asbestos dust or fiber, including but not limited to gaskets, packing, wicking,
24 yarn, washers, joint runners, insulation, oakum, sheet packing, transite piping and valves.

25 KAZAN, MCCLAIN, ///
ABRAMS,
FERNANDEZ,
26 LYONS & FARRISE ///
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR 27 ///
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913 28 ///

1 9. All DOCUMENTS that contain information regarding the ASBESTOS
2 CONTENT of ASBESTOS-CONTAINING PRODUCT DEFENDANT manufactured prior to
3 1977.

4 "ASBESTOS CONTENT" shall refer to the quantity of each and every type of
5 asbestos fiber, including but not limited to chrysotile, amosite, crocidolite, tremolite, talc,
6 and talc ore, contained in each product, measured by percentage, volume, weight or
7 mass.

8 10. All DOCUMENTS that contain information regarding the sources from which
9 DEFENDANT obtained the asbestos included in the ASBESTOS-CONTAINING
10 PRODUCTS DEFENDANT manufactured prior to 1977.

11 11. All DOCUMENTS that contain information regarding DEFENDANT's
12 DISTRIBUTION of ASBESTOS-CONTAINING PRODUCTS in the BAY AREA prior to
13 1977.

14 "BAY AREA" shall include San Francisco, Alameda, Marin, Solano, Santa Clara,
15 San Joaquin, Napa, Sonoma and Mendocino Counties in the State of California.

16 12. All DOCUMENTS that IDENTIFY DEFENDANT's employees responsible for
17 DISTRIBUTION in the BAY AREA prior to 1977.

18 13. All DOCUMENTS that IDENTIFY DEFENDANT's distributors in the BAY AREA
19 prior to 1977.

20 14. All DOCUMENTS that IDENTIFY DEFENDANT's sales representatives in the
21 BAY AREA prior to 1977.

22 15. All DOCUMENTS that contain information regarding DEFENDANT's SUPPLY
23 of ASBESTOS-CONTAINING PRODUCTS to EMPLOYERS.

24 "SUPPLY(IED)" shall refer to sale, shipment, delivery, provision and/or distribution.

25 "EMPLOYERS" shall refer to the following, decedent Hogan's employers, for the
26 time periods listed:

27 1) Moore Dry Dock Company, Oakland, CA, prior to 1956;

28 2) Servadei Service, Inc., San Francisco, CA, prior to 1963;

KAZAN, MCCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

1 3) Siro Viacava aka Siros Plumbing, San Francisco, CA, or Siros Plumbing &
2 Heating, Inc., Millbrae, CA, prior to 1966;

3 4) Jack Rosen, Inc., San Francisco, CA, prior to 1967;

4 5) Sam Wallace Co. of Northern California, Inc., prior to 1968;

5 6) Higgins Plumbing, San Francisco, CA, prior to 1968;

6 7) Louis V. Keller, San Francisco, CA, prior to 1976;

7 8) Harry Lee Plumbing & Heating Inc., Burlingame, CA, prior to 1977.

8 16. All DOCUMENTS that IDENTIFY DEFENDANT's employees responsible for
9 sales to EMPLOYERS.

10 17. All DOCUMENTS that contain information regarding DEFENDANT's
11 SUPPLY of ASBESTOS-CONTAINING PRODUCTS to any CONTRACTOR prior to 1977.

12 "CONTRACTOR(S)" shall refer to all contractors and sub-contractors, including but
13 not limited to general contractors, insulation contractors, erection contractors, setting
14 contractors, heating, ventilation and air conditioning (HVAC) contractors, fireproofing
15 application contractors, boiler installation contractors, sheet metal contractors, drywall
16 contractors, plastering contractors, acoustical materials contractors, mechanical
17 contractors, plumbing contractors, electrical contractors, flooring contractors, and/or wall
18 finishing contractors, including but not limited to Keller, Plumbing, Frank D. Smith
19 Plasterers, Pierce Lathing, Standard Insulation, Structural Fireproofing, FDCC California,
20 Inc., Malachi, All City Steam, Nibbi Construction, Dinwiddie Construction Company,
21 Swinerton Builders, Swinerton Incorporated, Swinerton & Walberg, Douglass Insulation
22 Co., Plant Construction, Golden Gate Drywall, Marconi Plastering Company, Inc., J.T.
23 Thorpe & Son, Inc., D. Zelinsky & Sons, Inc., Thomas Dee Engineering Co.

24 18. All DOCUMENTS that IDENTIFY DEFENDANT's employees responsible for
25 sales to CONTRACTORS to prior to 1977.

26 19. All DOCUMENTS that contain information regarding DEFENDANT's
27 SUPPLY of ASBESTOS-CONTAINING PRODUCTS to WORK SITE(S) prior to 1977.

28 "WORK SITES" shall refer to any of the following locations prior to 1977:

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

- 1) 100 Pine Street, San Francisco, California;
- 2) 120 Montgomery Street, San Francisco, CA;
- 3) Adam Grant Building, 114 Sansome St., San Francisco, CA;
- 4) Alcoa Building, One Maritime Plaza, San Francisco, CA;
- 5) Army Street Pier, San Francisco, CA;
- 6) Bechtel Building, 50 Beale Street, San Francisco, CA;
- 7) Bechtel Building, 45 Fremont Street, San Francisco, CA;
- 8) Bechtel Building 221 Main Street, San Francisco, CA;
- 9) California Pine (Cal-Pine) Apartments, California St., San Francisco, CA;
- 10) Children's Hospital, 3700 California Street, San Francisco, CA;
- 11) Crown Zellerbach Building, 1 Bush St., San Francisco, CA;
- 12) Ecole Notre Dame des Victoires, 659 Pine St., San Francisco, CA;
- 13) Emporium Building, 835-865 Market St., San Francisco, CA;
- 14) Emporium Daly City, 3 Serramonte Center, Daly City, CA;
- 15) Emporium Stonestown, 1 Stonestown Mall, San Francisco, CA;
- 16) Fairmont Hotel, 950 Mason St., San Francisco, CA;
- 17) Flood Building, 870 Market Street, 71 Ellis St., San Francisco, CA;
- 18) French American International School, 150 Oak St., San Francisco, CA;
- 19) Horace Mann Junior High School, 3351 23rd St., San Francisco, CA;
- 20) I. Magnin Building, 233 Geary Blvd., San Francisco, CA;
- 21) Longfellow Elementary School, 755 Morse Street, San Francisco, CA;
- 22) Macy's Building, 239 - 281 Geary Blvd., 170 O'Farrell St. San Francisco, CA;
- 23) Macy's, 3 Serramonte Center, Daly City, CA;
- 24) Mark Hopkins Hotel, #1 Nob Hill/999 California St., San Francisco, CA;
- 25) Matson Building, 100 Mission St., San Francisco, CA;
- 26) Mission High School, 3750 18th St., San Francisco, CA;
- 27) Moore Dry Dock, Oakland, CA;
- 28) Pets Unlimited, 2343 Fillmore St., San Francisco, CA;

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

- 29) Phelan Building, 760 Market St., San Francisco, CA;
- 30) San Francisco General Hospital, 1001 Potrero Avenue, San Francisco, CA;
- 31) Shreve Building, 210 Post St., San Francisco, CA;
- 32) Singer Sewing Machine Building, 41 Stockton Street, San Francisco CA;
- 33) Standard Oil Building, 225 Bush St., San Francisco, CA;
- 34) Standard Oil Building, 115 Sansome Street, San Francisco, CA;
- 35) Standard Oil Building 555 Market St., San Francisco, CA;
- 36) Standard Oil Building 575 Market St., San Francisco, CA;
- 37) St. Francis Hotel Building, 335 Powell St., San Francisco, CA;
- 38) St. Francis Hotel Building, 421 Post St., San Francisco, CA;
- 39) St. Luke's Hospital, 3555 Cesar Chavez, formerly Army Street, San Francisco, CA;
- 40) Wells Fargo Bank Building, First/Market Streets or Market/Main Streets, San Francisco, CA;
- 41) Wells Fargo Bank Building, Montgomery/Post Streets, San Francisco, CA;
- 42) Wells Fargo Bank Sansome Computer Center, 394 Pacific St., San Francisco, CA;
- 43) Any and all buildings and/or structures located at The Presidio, San Francisco, CA.

20. All DOCUMENTS that IDENTIFY DEFENDANT's employees responsible for sales to WORK SITES prior to 1977.

21. All DOCUMENTS that contain information regarding procedures DEFENDANT recommended for the HANDLING of ASBESTOS-CONTAINING PRODUCTS DEFENDANT SUPPLIED prior to 1977.

"HANDLING" shall refer to the installation, removal, repair, handling, disturbance, or manipulation in any manner of said products.

22. All DOCUMENTS that DEFENDANT provided to anyone regarding the HAZARDS OF ASBESTOS at any time prior to 1977.

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

1 "HAZARDS OF ASBESTOS" shall refer to the deadly nature of asbestos, including
2 but not limited to the hazards of inhaling asbestos fibers.

3 23. All DOCUMENTS that contain information regarding how DEFENDANT first
4 learned of the association between inhaling asbestos fibers and disease in human beings.

5 24. All DOCUMENTS in DEFENDANT's possession prior to 1977 relating to the
6 association between inhaling asbestos fibers and disease in human beings.

7 25. All DOCUMENTS that contain information regarding industrial hygienists
8 DEFENDANT employed prior to 1977.

9 26. All DOCUMENTS DEFENDANT received prior to 1977 regarding the results
10 of any test or study on the health consequences of inhaling asbestos fibers.

11 YOU ARE FURTHER NOTIFIED THAT THE DEPOSITION OF THE Persons(s)
12 who is currently employed by **J.A. Sexauer Manufacturing Co., Inc.** who is Most
13 Knowledgeable about one or more of the matters set forth below will be taken at the
14 offices of Kazan, McClain, Abrams, Fernandez, Lyons, Farrise & Greenwood, A
15 Professional Law Corporation, 171 Twelfth Street, Third Floor, Oakland, CA 94607,
16 commencing at 1:30 p.m. on **October 2, 2006** and continuing from day to day thereafter
17 until completed.

18 The deponent, **J.A. Sexauer Manufacturing Co., Inc.**, is not a natural person, and
19 therefore it is required pursuant to Code of Civil Procedure § 2025.230 to designate its
20 "Person(s) Most Knowledgeable" from among its officers, directors, managing agents,
21 employees or agents to testify regarding each of the matters set forth below:

22 1. DEFENDANT's RECORD RETENTION POLICY.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

KAZAN, MCCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

- 1 2. DEFENDANT's RELATIONSHIP with Interline Brands, Inc. at all times.
- 2 3. Ownership interest Interline Brands, Inc., has had in DEFENDANT at any time.
- 3 4. Interline Brands, Inc.'s use of its financial resources to satisfy the
- 4 OBLIGATIONS of DEFENDANT.
- 5 5. Insurance policies held by Interline Brands, Inc. which include coverage for
- 6 DEFENDANT for liability in asbestos-related lawsuits.
- 7 6. Liabilities Interline Brands, Inc. acquired from DEFENDANT for asbestos-
- 8 related injuries.
- 9 7. Interline Brands Inc.'s liability for products DISTRIBUTED by DEFENDANT
- 10 prior to 1977.
- 11 8. ASBESTOS-CONTAINING PRODUCTS DEFENDANT manufactured prior to
- 12 1977.
- 13 9. The ASBESTOS CONTENT of ASBESTOS-CONTAINING PRODUCT
- 14 DEFENDANT manufactured prior to 1977.
- 15 10. Sources from which DEFENDANT obtained the asbestos included in the
- 16 ASBESTOS-CONTAINING PRODUCTS DEFENDANT manufactured prior to 1977.
- 17 11. DEFENDANT's DISTRIBUTION of ASBESTOS-CONTAINING PRODUCTS in
- 18 the BAY AREA prior to 1977.
- 19 12. DEFENDANT's employees responsible for DISTRIBUTION in the BAY AREA
- 20 prior to 1977.
- 21 13. DEFENDANT's distributors in the BAY AREA prior to 1977.
- 22 14. DEFENDANT's sales representatives in the BAY AREA prior to 1977.
- 23 15. DEFENDANT's SUPPLY of ASBESTOS-CONTAINING PRODUCTS to
- 24 EMPLOYERS.
- 25 16. DEFENDANT's employees responsible for sales to EMPLOYERS.
- 26 17. DEFENDANT's SUPPLY of ASBESTOS-CONTAINING PRODUCTS to any
- 27 CONTRACTOR prior to 1977.
- 28 ///

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

1 18. DEFENDANT's employees responsible for sales to CONTRACTORS to
2 prior to 1977.

3 19. DEFENDANT's SUPPLY of ASBESTOS-CONTAINING PRODUCTS to
4 WORK SITE(S) prior to 1977.

5 20. DEFENDANT's employees responsible for sales to WORK SITES prior to
6 1977.

7 21. Procedures DEFENDANT recommended for the HANDLING of
8 ASBESTOS-CONTAINING PRODUCTS DEFENDANT SUPPLIED prior to 1977.

9 22. Information DEFENDANT provided to anyone regarding the HAZARDS OF
10 ASBESTOS at any time prior to 1977.

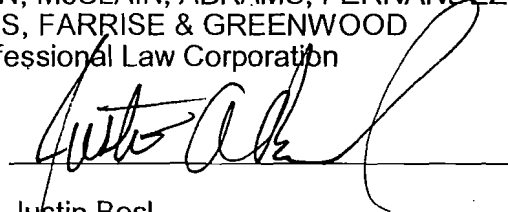
11 23. How DEFENDANT first learned of the association between inhaling
12 asbestos fibers and disease in human beings.

13 24. Industrial hygienists DEFENDANT employed prior to 1977.

14 26. Information DEFENDANT received prior to 1977 regarding the results of any
15 test or study on the health consequences of inhaling asbestos fibers.

16
17 DATED: September 18, 2006

KAZAN, McCLAIN, ABRAMS, FERNANDEZ,
LYONS, FARRISE & GREENWOOD
A Professional Law Corporation

18
19
20 By 

Justin Bosl

21 Attorneys for Plaintiffs
22
23
24

25 KAZAN, McCLAIN,
26 ABRAMS,
27 FERNANDEZ,
28 LYONS & FARRISE
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

1 PROOF OF SERVICE

2 Amy Hogan, et al. v. Alcoa Inc., et al.
3 Alameda County Superior Court No. RG 04154680
4 (Consolidated with Case No. RG04193478)

5 I declare that:

6 I am employed in the County of Alameda, State of California. I am over the age
7 of 18 years and not a party to the within action. My business address is 171 Twelfth
8 Street, Third Floor, Oakland, California 94607.

9 On September 18, 2006, I served the following document(s):

10 **NOTICE OF TAKING THE DEPOSITION OF DEFENDANT J.A. SEXAUER**
11 **MANUFACTURING CO., INC.'S PERSON(S) MOST KNOWLEDGEABLE AND**
12 **CUSTODIAN(S) OF RECORDS**

13 by transmitting a true copy to:

- 14 • Gabriel Jackson, Esq.
15 Peter Renstrom, Esq.
16 JACKSON & WALLACE
17 55 Francisco Street, 6th Floor
18 San Francisco, CA 94133

19 via the following method:

20 X (By Personal Service) By personally delivering a true copy thereof to the
21 office of the addressee above.

22 and by transmitting a true copy to:

23 ALL DEFENSE COUNSEL (SEE ATTACHED SERVICE LIST)

24 via the following method:

25 (By Facsimile Machine [FAX]) By personally transmitting a true copy
26 thereof via an electronic facsimile machine between the hours of 9:00
27 a.m. and 5:00 p.m.

28 X (By Mail) I am readily familiar with this office's business practice for
collection and processing of correspondence for mailing with the United
States Postal Service. This document, which is in an envelope addressed
as stated above, will be sealed with postage fully prepaid and will be
deposited with the United States Postal Service this date in the ordinary
course of business.

I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct. Executed on September 18, 2006, at Oakland,
California.


Paula Katayanagi

Modern Express Tracking No. 171290

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS, FARRISE
& GREENWOOD
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

Cases:

Hogan, Amy (Clayton) [NE 1365]

BASSI, MARTINI, EDLIN & BLUM
351 California, Suite 200, San Francisco, CA 94104
FOR: J.T. THORPE & SON, INC.

PH: (415) 397-9006
FAX: (415) 397-1339

BERRY & BERRY
P.O. Box 16070, Oakland, CA 94610
FOR: DESIGNATED DEFENSE COUNSEL

PH: (510) 835-8330
FAX: (510) 835-5117

CARROLL, BURDICK & MCDONOUGH
44 Montgomery Street, Suite 400, San Francisco, CA 94104
FOR: STARWOOD HOTELS AND RESORTS WORLDWIDE, INC.

PH: (415) 989-5900
FAX: (415) 989-0932

COUNSEL UNKNOWN

FOR: C. MARCONI, INC.; INTERLINE BRANDS, INC.; INTERLINE BRANDS, INC./sii/pae/et/J.A. SEXAUER
MANUFACTURING CO., INC.; OCEAN SHORE IRON WORKS

GLASPY & GLASPY
One Walnut Creek Center, 100 Pringle Ave Ste 750, Walnut Creek, CA 94596
FOR: GARLOCK SEALING TECHNOLOGIES LLC; GARLOCK SEALING TECHNOLOGIES
LLC/sii/pae/alt/eqt/GARLOCK, INC.

PH: (925) 947-1300
FAX: (925) 947-1594

GORDON & REES
Embarcadero Center West, 275 Battery Street, 20th Floor, San Francisco, CA 94111
FOR: GOODYEAR TIRE & RUBBER COMPANY

PH: (415) 986-5900
FAX: (415) 986-8054

HAIGHT BROWN & BONESTEEL LLP
71 Stevenson Street, 20th Floor, San Francisco, CA 94105-2981
FOR: KENTILE FLOORS, INC.

PH: (415) 546-7500
FAX: 415-546-7505

HASSARD BONNINGTON
2 Embarcadero Center, Suite 1800, San Francisco, CA 94111
FOR: KAISER GYPSUM COMPANY, INC.; SEQUOIA VENTURES, INC.

PH: (415) 288-9800
FAX: (415) 288-9802

JACKSON & WALLACE
55 Francisco Street, Sixth Floor, San Francisco, CA 94133
FOR: J.A. SEXAUER MANUFACTURING CO., INC.

PH: (415) 982-6300
FAX: (415) 982-6700

KASOWITZ, BENSON, TORRES, FRIEDMAN
One Market, Spear Tower, Suite 3600, San Francisco, CA 94105
FOR: CYPRUS AMAX MINERALS COMPANY

PH: 415-293-8241
FAX: 415-293-8001

KIRKPATRICK LOCKHART NICHOLSON GRAHAM, LLP
Four Embarcadero Center, 10th Floor, San Francisco, CA 94111
FOR: CRANE COMPANY

PH: 415-249-1000
FAX: 415-249-1001

LAW OFFICES OF JOHN M. GREGORY
1733 Woodside Road, , Redwood City, CA 94061
FOR: PLANT INSULATION COMPANY

PH: 650-368-0400
FAX: 650-368-0407

LUCINDA L. STORM
610A Third Street, San Francisco, CA 94107
FOR: DURABLA MANUFACTURING CO.

PH: (415) 777-6990
FAX: (415) 777-6992

LYNCH, GILARDI & GRUMMER
475 Sansome Street, Suite 1800, San Francisco, CA 94111
FOR: SWINERTON BUILDERS; SWINERTON INCORPORATED

PH: (415) 397-2800
FAX: (415) 397-0937

MARK H. ROSENTHAL, Esq.
Law Offices of Mark H. Rosenthal, 44 Montgomery Street, Suite 4020, San Francisco, CA 94104-4612
FOR: CROWN, CORK & SEAL /sii/ MUNDET CORK

PH: (415) 986-1364
FAX: (415) 291-1984

McKENNA, LONG & ALDRIDGE

101 California Street, 41st Floor, San Francisco, CA 94111
FOR: D. ZELINSKY & SONS INCORPORATED

PH: (415) 267-4000

FAX: (415) 267-4198

PRINDLE, DECKER & AMARO

369 Pine Street, Suite 800, San Francisco, CA 94104
FOR: AMERICAN STANDARD INC.; AMERICAN STANDARD/sii/par/alt/eqt/AMSTAN and AMERICAN
RADIATOR CO.

PH: (415) 788-8354

FAX: (415) 788-3625

STEEFEL, LEVITT & WEISS

One Embarcadero Center, 30th Floor, San Francisco, CA 94111
FOR: FERGUSON ENTERPRISES, INC.; FERGUSON ENTERPRISES, INC/sii/pae/et/WESTBURNE SUPPLY
fdba P.E. O'HAIR; P.E. O'HAIR

PH: (415) 788-0900

FAX: (415) 788-2019

STEPTOE & JOHNSON

633 West Fifth Street, Suite 700, Los Angeles, CA 90071
FOR: METROPOLITAN LIFE INSURANCE COMPANY

PH: (213) 439-9400

FAX: (213) 439-9599

TRAVIS & PON

Attn: Monte Travis, 2271 California Street, San Francisco, CA 94115
FOR: PLANT INSULATION COMPANY

PH: (415) 923-1200

FAX: (415) 673-6263

WALSWORTH, FRANKLIN, BEVINS & McCALL - THOMAS DEE

601 Montgomery Street, 9th Floor, San Francisco, CA 94111
FOR: THOMAS DEE ENGINEERING COMPANY

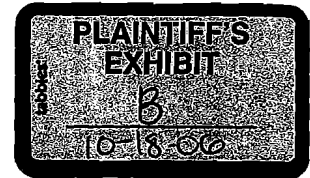
PH: (415) 781-7072

FAX: (415) 391-6258

End of Service List

1 GABRIEL A. JACKSON, State Bar No. 98119
2 PETER K. RENSTROM, State Bar No. 148459
3 ANA T. PORTILLO, State Bar No. 206193
4 JACKSON & WALLACE LLP
5 55 Francisco Street, 6th Floor
6 San Francisco, CA 94133
7 Tel: 415.982.6300
8 Fax: 415.982.6700

9 Attorneys for Defendant
10 J.A. SEXAUER



11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12
13 IN AND FOR THE COUNTY OF ALAMEDA

14 CLAYTON HOGAN AND AMY
15 HOGAN,

16 Plaintiff,

17 v.

18 ALCOA, INC,

19 Defendant.

Case No. 4154680

**OBJECTION OF DEFENDANT J.A.
SEXAUER COMPANY TO PLAINTIFFS'
NOTICE OF DEPOSITION OF J.A.
SEXAUER'S PERSON MOST
KNOWLEDGEABLE AND CUSTODIAN
OF RECORDS AND REQUEST TO
PRODUCE DOCUMENTS AT
DEPOSITION**

20 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

21 NOTICE IS HEREBY GIVEN that Defendant J.A. SEXAUER("DEFENDANT"), on its
22 own behalf and on behalf of no other party or entity, hereby objects to Plaintiffs' Notice of
23 Deposition of J.A. SEXAUER's Person Most Knowledgeable and Custodian of Records and
24 Request to Produce Documents at Deposition on the grounds set forth below.

25 **I. GENERAL OBJECTIONS**

26 DEFENDANT generally objects to plaintiffs' deposition notice on the grounds that the
27 notice is overly broad in scope and time, lacking in foundation, vague, ambiguous, unintelligible,
28

1 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT also
2 objects to plaintiffs' deposition notice on the grounds that plaintiffs' categories of documents to be
3 produced are vague, ambiguous, unintelligible, burdensome, oppressive, not relevant to the
4 above-captioned action, not reasonably calculated to lead to the discovery of admissible evidence
5 and designed to harass and annoy DEFENDANT.

6 DEFENDANT further objects to plaintiffs' Notice as plaintiffs have not demonstrated that
7 the information sought cannot be obtained by less intrusive means as required by Code of Civil
8 Procedure Section 2019.030(a)(1). As such, this notice is intended solely to harass and annoy
9 DEFENDANT, as well as incur unreasonable and unnecessary expense.

10 In addition, DEFENDANT objects to plaintiffs' notice to the extent that it calls for the
11 production of documents so distant in time as to make discovery of such information virtually
12 impossible, as well as impractical, burdensome and oppressive. DEFENDANT's past records and
13 documents, if any, relating to this notice may have been misplaced, lost, destroyed, damaged or
14 are no longer in existence, making discovery of such information impossible. Further, persons
15 with knowledge of such information, if any, are no longer employed by DEFENDANT, are
16 deceased, or their memories are vague, so as to make discovery of such information impossible.

17 DEFENDANT also objects to this notice and requests to produce documents on the
18 grounds that it fails to comply with Code of Civil Procedure Section 2025.220(a)(4) insofar as it
19 does not set forth with sufficient particularity the materials and/or categories of materials which
20 are to be produced by DEFENDANT; on the grounds that the requests to produce documents are
21 vague, ambiguous, unintelligible, overly broad in scope and time, burdensome and oppressive; to
22 the extent that the requests call for the disclosure of documents which are protected from
23 disclosure by the attorney-client privilege, the work-product privilege and any other applicable
24 privilege; and to the extent that the requests seek the disclosure of confidential financial
25 information, trade secrets, and/or other proprietary information.

26 Additionally, DEFENDANT objects to this notice on the grounds that the date and time
27 selected by plaintiffs' counsel were not cleared in advance with counsel for DEFENDANT. The
28 date and time unilaterally selected by plaintiffs' counsel is not available for DEFENDANT and

1 DEFENDANT's counsel.

2 DEFENDANT further objects to this notice on the grounds that the notice fails to comply
3 with Code of Civil Procedure Section 2025.220(a)(4) insofar as the same does not set forth with
4 sufficient particularity the materials and/or categories of materials which are to be produced by
5 DEFENDANT. DEFENDANT also objects to plaintiffs' definitions contained therein as being
6 vague, ambiguous, unintelligible, overly broad, not relevant and not reasonably calculated to lead
7 to the discovery of admissible evidence. Specifically, DEFENDANT objects to plaintiffs'
8 definitions of "ASBESTOS-CONTAINING PRODUCTS", "DOCUMENTS", "PERSON",
9 "WRITINGS", "PERSONS", "PERTAINING TO", "JOBSITES", "CUSTOMERS",
10 "PLAINTIFF", "SUPPLY", "SUPPLIER", "SUPPLIED", "RELEVANT TIME PERIODS",
11 "IDENTIFY", "IDENTIFYING", "USED", "USE", "YOU", and "YOUR" as being vague,
12 ambiguous, unintelligible, overly broad, not relevant and not reasonably calculated to lead to the
13 discovery of admissible evidence.

14 In addition Plaintiffs' categories of requested information and requests to produce
15 documents are overly broad in scope and time, burdensome and oppressive because plaintiffs'
16 claim against DEFENDANT is that Clayton Hogan was allegedly exposed to asbestos-containing
17 components manufactured by DEFENDANT and allegedly used at numerous sites located in the
18 State of California which Plaintiffs allegedly performed duties as a plumber sometime between
19 1967 to 1975. However, most of Plaintiffs' requests for production of documents contain no time
20 limitations and are not limited to the work sites at issue in this case.

21 DEFENDANT objects to Plaintiffs' Notice as Plaintiffs have not demonstrated that the
22 information sought cannot be obtained by less intrusive means as required by Code of Civil
23 Procedure Section 2019.030(a)(1). This Notice is burdensome and oppressive as it would require
24 a great deal of hours and manpower to ascertain whether any documents exist that respond to the
25 request for production of documents based on the inadequacy of the specific requests. As such,
26 this Notice is intended solely to harass and annoy this Defendant, as well as incur unreasonable
27 and unnecessary expense.

28 Plaintiffs' Notice is further objected to on the grounds and to the extent that it requires

1 DEFENDANT to conduct independent investigation, evaluation and make determinations to what
2 products, if any, that were supplied that contained raw asbestos or any product, materials,
3 supplies or equipment that contain or include any amount or percentage of mineral asbestos in
4 whole or in mixture with other products or materials.

5 DEFENDANT states that certain categories in the Notice seek information about products
6 that have not been put in issue by Plaintiffs' pleadings in this action. As such, the Notice is an
7 improper and unfair attempt by Plaintiffs to avoid his fundamental burden of establishing product
8 identification as a basis for initiating this lawsuit against DEFENDANT.

9 Based on the overbreadth and vagueness of the information sought, and based upon the
10 potentially privileged nature of the information being sought, and further based on the noticing
11 party's failure to comply with the provisions of C.C.P. §2025.220(a) (4), DEFENDANT objects
12 to all categories on the grounds that they are vague, ambiguous, overbroad, and not limited in
13 scope, time, and/or place.

14 DEFENDANT objects to the Notice as DEFENDANT is under no obligation to produce
15 any relevant documents in its possession two days prior to the commencement of the obligation.
16 *See C.C.P. § 2025.280(a).*

17 DEFENDANT hereby incorporates by reference each and every objection set forth above
18 in its objections to the specific categories of information and documentation sought by plaintiffs'
19 notice. Specifically, DEFENDANT also objects to the following categories of documents
20 requested to be produced by DEFENDANT'S custodian of records at the deposition on the
21 following grounds:

22 Category No. 1: DEFENDANT objects to this category on the grounds that the request
23 for "all WRITINGS PERTAINING TO YOUR DOCUMENT retention policy" is vague,
24 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed
25 to harass and annoy DEFENDANT. The category is also vague and ambiguous and overly board
26 as to what is meant or encompassed by the term "retention policy" In addition, because this
27 category is not limited to relevant time periods, DEFENDANT objects to this category on the
28 grounds that the information sought is not relevant to the issues in controversy in this case and not

1 reasonably calculated to lead to the discovery of admissible evidence in this case.

2 DEFENDANT objects to the notice to produce a person to testify to the extent that it
3 seeks or encompasses information which is protected from disclosure by privilege, including but
4 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
5 applicable joint defense privilege.

6 DEFENDANT objects to the request to produce a person to testify on the grounds it
7 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
8 information. Such a request is burdensome, oppressive and harassing. Such a request is also
9 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
10 admissible evidence.

11 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
12 phrased it seeks information that is not under DEFENDANT'S control or is within the public
13 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
14 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

15 Category No. 2: DEFENDANT objects to this category on the grounds that the request
16 for "all DOCUMENTS PERTAINING TO DEFENDANT's relationship with Interline Brands is
17 vague, ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and
18 designed to harass and annoy DEFENDANT. In addition, because this category is not limited to
19 relevant time periods, DEFENDANT objects to this category on the grounds that the information
20 sought is not relevant to the issues in controversy in this case and not reasonably calculated to
21 lead to the discovery of admissible evidence in this case. DEFENDANT further objects on the
22 grounds that information regarding the business activities, products, etc. of such other companies
23 place upon DEFENDANT the burden of going beyond its own corporate information and is
24 unduly burdensome, oppressive, and harassing. Such a request is also beyond the permissible
25 scope of discovery. DEFENDANT further objects to producing any such documents on the basis
26 of privilege, and without a confidentiality agreement that such documents may be used for
27 purposes of this lawsuit only, DEFENDANT cannot produce such documents. Should
28 PLAINTIFFS agree to such a confidentiality agreement, DEFENDANT agrees to produce the

1 Stock Purchase Agreement between Dyson-Kisser-Moran Corp. and Interline Brands.

2 DEFENDANT objects to the notice to produce a person to testify to the extent that it
3 seeks or encompasses information which is protected from disclosure by privilege, including but
4 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
5 applicable joint defense privilege.

6 DEFENDANT objects to the request to produce a person to testify on the grounds it
7 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
8 information. Such a request is burdensome, oppressive and harassing. Such a request is also
9 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
10 admissible evidence.

11 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
12 phrased it seeks information that is not under DEFENDANT'S control or is within the public
13 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
14 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

15 Category No. 3: DEFENDANT objects to this category on the grounds that the request
16 for "all DOCUMENTS that contain information about the ownership relationship of Interline
17 Brands has had in DEFENDANT at any time" is vague, ambiguous, unintelligible, overly broad
18 in scope and time, burdensome, oppressive and designed to harass and annoy DEFENDANT.
19 DEFENDANT further objects on the grounds that information regarding the business activities,
20 products, etc. of such other companies place upon DEFENDANT the burden of going beyond its
21 own corporate information and is unduly burdensome, oppressive, and harassing. Such a request
22 is also beyond the permissible scope of discovery. DEFENDANT further objects to producing
23 any such documents on the basis of privilege, and without a confidentiality agreement that such
24 documents may be used for purposes of this lawsuit only, DEFENDANT cannot produce such
25 documents. Should PLAINTIFFS agree to such a confidentiality agreement, DEFENDANT
26 agrees to produce the Stock Purchase Agreement between Dyson-Kisser-Moran Corp. and
27 Interline Brands.

1 DEFENDANT objects to the notice to produce a person to testify to the extent that it
2 seeks or encompasses information which is protected from disclosure by privilege, including but
3 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
4 applicable joint defense privilege.

5 DEFENDANT objects to the request to produce a person to testify on the grounds it
6 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
7 information. Such a request is burdensome, oppressive and harassing. Such a request is also
8 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
9 admissible evidence.

10 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
11 phrased it seeks information that is not under DEFENDANT'S control or is within the public
12 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
13 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

14 Category No. 4: DEFENDANT objects to this category on the grounds that the request
15 for "all DOCUMENTS that contain information regarding Interline Brands, Inc. using its
16 financial resources to satisfy the OBLIGATIONS of DEFENDANT is vague, ambiguous,
17 unintelligible, overly broad in scope and time, burdensome, oppressive and designed to harass
18 and annoy DEFENDANT. DEFENDANT further objects on the grounds that information
19 regarding the business activities, products, etc. of such other companies place upon
20 DEFENDANT the burden of going beyond its own corporate information and is unduly
21 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
22 discovery. DEFENDANT further objects to producing any such documents on the basis of
23 privilege, and without a confidentiality agreement that such documents may be used for purposes
24 of this lawsuit only, DEFENDANT cannot produce such documents. Should PLAINTIFFS agree
25 to such a confidentiality agreement, DEFENDANT agrees to produce the Stock Purchase
26 Agreement between Dyson-Kisser-Moran Corp. and Interline Brands.

27 DEFENDANT objects to the notice to produce a person to testify to the extent that it
28 seeks or encompasses information which is protected from disclosure by privilege, including but

1 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
2 applicable joint defense privilege.

3 DEFENDANT objects to the request to produce a person to testify on the grounds it
4 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
5 information. Such a request is burdensome, oppressive and harassing. Such a request is also
6 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
7 admissible evidence.

8 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
9 phrased it seeks information that is not under DEFENDANT'S control or is within the public
10 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
11 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

12 Category No. 5: DEFENDANT objects to this category on the grounds that the request
13 for "all DOCUMENTS that contain information regarding insurance policies held by Interline
14 Brands, Inc. which include coverage for DEFENDANT for liability in asbestos-related lawsuits"
15 is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and
16 designed to harass and annoy DEFENDANT. DEFENDANT further objects on the grounds that
17 information regarding the business activities, products, etc. of such other companies place upon
18 DEFENDANT the burden of going beyond its own corporate information and is unduly
19 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
20 discovery. Without waiving said objections, DEFENDANT does not have any documents
21 responsive to this request.

22 DEFENDANT objects to the notice to produce a person to testify to the extent that it
23 seeks or encompasses information which is protected from disclosure by privilege, including but
24 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
25 applicable joint defense privilege.

26 DEFENDANT objects to the request to produce a person to testify on the grounds it
27 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
28 information. Such a request is burdensome, oppressive and harassing. Such a request is also

1 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
2 admissible evidence.

3 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
4 phrased it seeks information that is not under DEFENDANT'S control or is within the public
5 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
6 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

7 Category No. 6: DEFENDANT objects to this category on the grounds that the request
8 for "all DOCUMENTS that contain information regarding liabilities Interline Brands, Inc.
9 acquired from DEFEDANT for asbestos-related injuries" is vague, ambiguous, unintelligible,
10 overly broad in scope and time, burdensome, oppressive and designed to harass and annoy
11 DEFENDANT. DEFENDANT further objects on the grounds that information regarding the
12 business activities, products, etc. of such other companies place upon DEFENDANT the burden
13 of going beyond its own corporate information and is unduly burdensome, oppressive, and
14 harassing. Such a request is also beyond the permissible scope of discovery. DEFENDANT
15 further objects to producing any such documents on the basis of privilege, and without a
16 confidentiality agreement that such documents may be used for purposes of this lawsuit only,
17 DEFENDANT cannot produce such documents. Should PLAINTIFFS agree to such a
18 confidentiality agreement, DEFENDANT agrees to produce the Stock Purchase Agreement
19 between Dyson-Kisser-Moran Corp. and Interline Brands.

20 DEFENDANT objects to the notice to produce a person to testify to the extent that it
21 seeks or encompasses information which is protected from disclosure by privilege, including but
22 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
23 applicable joint defense privilege.

24 DEFENDANT objects to the request to produce a person to testify on the grounds it
25 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
26 information. Such a request is burdensome, oppressive and harassing. Such a request is also
27 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
28 admissible evidence.

1 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
2 phrased it seeks information that is not under DEFENDANT'S control or is within the public
3 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
4 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

5 Category No. 7: DEFENDANT objects to this category on the grounds that the request for
6 "all DOCUMENTS that contain information regarding Interline Brands Inc.'s liability for
7 products DISTRIBUTED by DEFENDANT prior to 1977" is vague, ambiguous, unintelligible,
8 overly broad in scope and time, burdensome, oppressive and designed to harass and annoy
9 DEFENDANT. DEFENDANT further objects on the grounds that information regarding the
10 business activities, products, etc. of such other companies place upon DEFENDANT the burden
11 of going beyond its own corporate information and is unduly burdensome, oppressive, and
12 harassing. Such a request is also beyond the permissible scope of discovery. DEFENDANT
13 further objects to producing any such documents on the basis of proprietary privilege, and without
14 a confidentiality agreement that such documents may be used for purposes of this lawsuit only,
15 DEFENDANT cannot produce such documents. Should PLAINTIFFS agree to such a
16 confidentiality agreement, DEFENDANT agrees to produce the Stock Purchase Agreement
17 between Dyson-Kisser-Moran Corp. and Interline Brands.

18 DEFENDANT objects to the notice to produce a person to testify to the extent that it
19 seeks or encompasses information which is protected from disclosure by privilege, including but
20 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
21 applicable joint defense privilege.

22 DEFENDANT objects to the request to produce a person to testify on the grounds it
23 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
24 information. Such a request is burdensome, oppressive and harassing. Such a request is also
25 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
26 admissible evidence.

27 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
28 phrased it seeks information that is not under DEFENDANT's control or is within the public

1 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
2 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

3 Category No. 8: DEFENDANT objects to this category on the grounds that the request
4 for "all DOCUMENTS that contain information regarding ASBESTOS-CONTAINING
5 PRODUCTS DEFENDANT manufactured prior to 1977" is vague, ambiguous, unintelligible,
6 overly broad in scope and time, burdensome, oppressive and designed to harass and annoy
7 DEFENDANT. DEFENDANT further objects on the grounds that information regarding the
8 business activities, products, etc. of such other companies place upon DEFENDANT the burden
9 of going beyond its own corporate information and is unduly burdensome, oppressive, and
10 harassing. Such a request is also beyond the permissible scope of discovery. Without waiving
11 said objections, DEFENDANT has no such responsive documents.

12 DEFENDANT objects to the notice to produce a person to testify to the extent that it
13 seeks or encompasses information which is protected from disclosure by privilege, including but
14 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
15 applicable joint defense privilege.

16 DEFENDANT objects to the request to produce a person to testify on the grounds it
17 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
18 information. Such a request is burdensome, oppressive and harassing. Such a request is also
19 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
20 admissible evidence.

21 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
22 phrased it seeks information that is not under DEFENDANT's control or is within the public
23 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
24 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

25 Category No. 9: DEFENDANT objects to this category on the grounds that the request
26 for "all DOCUMENTS that contain information regarding the ASBESTOS CONTENT of
27 ASBESTOS-CONTAINING PRODUCT DEFENDANT manufactured prior to 1977" is vague,
28 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed

1 to harass and annoy DEFENDANT. DEFENDANT further objects on the grounds that
2 information regarding the business activities, products, etc. of such other companies place upon
3 DEFENDANT the burden of going beyond its own corporate information and is unduly
4 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
5 discovery. Without waiving said objections, DEFENDANT has no such responsive documents.

6 DEFENDANT objects to the notice to produce a person to testify to the extent that it
7 seeks or encompasses information which is protected from disclosure by privilege, including but
8 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
9 applicable joint defense privilege.

10 DEFENDANT objects to the request to produce a person to testify on the grounds it
11 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
12 information. Such a request is burdensome, oppressive and harassing. Such a request is also
13 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
14 admissible evidence.

15 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
16 phrased it seeks information that is not under DEFENDANT's control or is within the public
17 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
18 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

19 Category No. 10: DEFENDANT objects to this category on the grounds that the request
20 for "all DOCUMENTS that contain information regarding the sources from which DEFENDANT
21 obtained the asbestos included in the ASBESTOS-CONTAINING PRODUCTS DEFENDANT
22 manufactured prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time,
23 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further
24 objects on the grounds that information regarding the business activities, products, etc. of such
25 other companies place upon DEFENDANT the burden of going beyond its own corporate
26 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
27 the permissible scope of discovery. Without waiving said objections, DEFENDANT has no such
28 responsive documents.

1
2 DEFENDANT objects to the notice to produce a person to testify to the extent that it
3 seeks or encompasses information which is protected from disclosure by privilege, including but
4 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
5 applicable joint defense privilege.

6 DEFENDANT objects to the request to produce a person to testify on the grounds it
7 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
8 information. Such a request is burdensome, oppressive and harassing. Such a request is also
9 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
10 admissible evidence.

11 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
12 phrased it seeks information that is not under DEFENDANT's control or is within the public
13 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
14 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

15 Category No. 11: DEFENDANT objects to this category on the grounds that the request
16 for "all DOCUMENTS that contain information regarding DEFENDANT'S DISTRIBUTION of
17 ASBESTOS-CONTAINING PRODUCTS in the BAY AREA prior to 1977" is vague,
18 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed
19 to harass and annoy DEFENDANT. In addition, because this category is not limited to relevant
20 time periods, DEFENDANT objects to this category on the grounds that the information sought is
21 not relevant to the issues in controversy in this case and not reasonably calculated to lead to the
22 discovery of admissible evidence in this case. DEFENDANT further objects on the grounds that
23 information regarding the business activities, products, etc. of such other companies place upon
24 DEFENDANT the burden of going beyond its own corporate information and is unduly
25 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
26 discovery. Without waiving said objections, DEFENDANT has no such responsive documents.

27 DEFENDANT objects to the notice to produce a person to testify to the extent that it
28 seeks or encompasses information which is protected from disclosure by privilege, including but

1 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
2 applicable joint defense privilege.

3 DEFENDANT objects to the request to produce a person to testify on the grounds it
4 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
5 information. Such a request is burdensome, oppressive and harassing. Such a request is also
6 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
7 admissible evidence.

8 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
9 phrased it seeks information that is not under DEFENDANT's control or is within the public
10 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
11 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

12 Category No. 12: DEFENDANT objects to this category on the grounds that the request
13 for "all DOCUMENTS that IDENTIFY DEFENDANT's distributors in the BAY AREA prior to
14 1977" is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome, oppres-
15 sive and designed to harass and annoy DEFENDANT. In addition, because this category is not
16 limited to relevant time periods, DEFENDANT objects to this category on the grounds that the
17 information sought is not relevant to the issues in controversy in this case and not reasonably
18 calculated to lead to the discovery of admissible evidence in this case. DEFENDANT further
19 objects on the grounds that information regarding the business activities, products, etc. of such
20 other companies place upon DEFENDANT the burden of going beyond its own corporate
21 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
22 the permissible scope of discovery. Without waiving said objections, DEFENDANT has no such
23 responsive documents.

24 DEFENDANT objects to the notice to produce a person to testify to the extent that it
25 seeks or encompasses information which is protected from disclosure by privilege, including but
26 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
27 applicable joint defense privilege.

28 DEFENDANT objects to the request to produce a person to testify on the grounds it

1 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
2 information. Such a request is burdensome, oppressive and harassing. Such a request is also
3 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
4 admissible evidence.

5 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
6 phrased it seeks information that is not under DEFENDANT's control or is within the public
7 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
8 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

9 Category No. 13: DEFENDANT objects to this category on the grounds that the request
10 for "all DOCUMENTS that IDENTIFY DEFENDANT'S employees responsible for distribution
11 in the BAY AREA prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and
12 time, burdensome, oppressive and designed to harass and annoy DEFENDANT. In addition,
13 because this category is not limited to relevant time periods, DEFENDANT objects to this
14 category on the grounds that the information sought is not relevant to the issues in controversy in
15 this case and not reasonably calculated to lead to the discovery of admissible evidence in this
16 case. DEFENDANT further objects on the grounds that information regarding the business
17 activities, products, etc. of such other companies place upon DEFENDANT the burden of going
18 beyond its own corporate information and is unduly burdensome, oppressive, and harassing.
19 Such a request is also beyond the permissible scope of discovery. Without waiving said
20 objections, DEFENDANT has no such responsive documents.

21 DEFENDANT objects to the notice to produce a person to testify to the extent that it
22 seeks or encompasses information which is protected from disclosure by privilege, including but
23 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
24 applicable joint defense privilege.

25 DEFENDANT objects to the request to produce a person to testify on the grounds it
26 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
27 information. Such a request is burdensome, oppressive and harassing. Such a request is also
28 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of

1 admissible evidence.

2 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
3 phrased it seeks information that is not under DEFENDANT's control or is within the public
4 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
5 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

6 Category No. 14: DEFENDANT objects to this category on the grounds that the request
7 for "all DOCUMENTS that IDENTIFY DEFENDANT'S sales representatives in the BAY
8 AREA prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time,
9 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further
10 objects on the grounds that information regarding the business activities, products, etc. of such
11 other companies place upon DEFENDANT the burden of going beyond its own corporate
12 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
13 the permissible scope of discovery. Without waiving said objections, DEFENDANT has no such
14 responsive documents.

15 DEFENDANT objects to the notice to produce a person to testify to the extent that it
16 seeks or encompasses information which is protected from disclosure by privilege, including but
17 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
18 applicable joint defense privilege.

19 DEFENDANT objects to the request to produce a person to testify on the grounds it
20 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
21 information. Such a request is burdensome, oppressive and harassing. Such a request is also
22 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
23 admissible evidence.

24 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
25 phrased it seeks information that is not under DEFENDANT's control or is within the public
26 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
27 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

28 Category No. 15: DEFENDANT objects to this category on the grounds that the request

1 for "all DOCUMENTS that contain information regarding DEFENDANT'S SUPPLY of
2 ASBESTOS-CONTAINING PRODUCTS to EMPLOYERS" is unintelligible. Further it is
3 vague, ambiguous, overly broad in scope and time, burdensome, oppressive and designed to
4 harass and annoy DEFENDANT. In addition, because this category is not limited to relevant
5 time periods, DEFENDANT objects to this category on the grounds that the information sought is
6 not relevant to the issues in controversy in this case and not reasonably calculated to lead to the
7 discovery of admissible evidence in this case. DEFENDANT further objects on the grounds that
8 information regarding the business activities, products, etc. of such other companies place upon
9 DEFENDANT the burden of going beyond its own corporate information and is unduly
10 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
11 discovery. Without waiving said objections, DEFENDANT has no such responsive documents
12 for any of decedent's employers.

13 DEFENDANT objects to the notice to produce a person to testify to the extent that it
14 seeks or encompasses information which is protected from disclosure by privilege, including but
15 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
16 applicable joint defense privilege.

17 DEFENDANT objects to the request to produce a person to testify on the grounds it
18 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
19 information. Such a request is burdensome, oppressive and harassing. Such a request is also
20 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
21 admissible evidence.

22 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
23 phrased it seeks information that is not under DEFENDANT's control or is within the public
24 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
25 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

26 Category No. 16: DEFENDANT objects to this category on the grounds that the request
27 for "all DOCUMENTS that IDENTIFY DEFENDANT'S employees responsible for sales to
28 EMPLOYERS" is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome,

1 oppressive and designed to harass and annoy DEFENDANT. In addition, because this category is
2 not limited to relevant time periods, DEFENDANT objects to this category on the grounds that
3 the information sought is not relevant to the issues in controversy in this case and not reasonably
4 calculated to lead to the discovery of admissible evidence in this case. DEFENDANT further
5 objects on the grounds that information regarding the business activities, products, etc. of such
6 other companies place upon DEFENDANT the burden of going beyond its own corporate
7 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
8 the permissible scope of discovery. Without waiving said objections, DEFENDANT has no such
9 responsive documents for any of decedent's employers.

10 DEFENDANT objects to the notice to produce a person to testify to the extent that it
11 seeks or encompasses information which is protected from disclosure by privilege, including but
12 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
13 applicable joint defense privilege.

14 DEFENDANT objects to the request to produce a person to testify on the grounds it
15 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
16 information. Such a request is burdensome, oppressive and harassing. Such a request is also
17 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
18 admissible evidence.

19 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
20 phrased it seeks information that is not under DEFENDANT's control or is within the public
21 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
22 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

23 Category No. 17: DEFENDANT objects to this category on the grounds that the request
24 for "all DOCUMENTS that contain information regarding DEFENDANT'S SUPPLY of
25 ASBESTOS-CONTAINING PRODUCTS to any CONTRACTOR prior to 1977" is vague,
26 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed
27 to harass and annoy DEFENDANT. In addition, because this category is not limited to relevant
28 time periods, DEFENDANT objects to this category on the grounds that the information sought is

1 not relevant to the issues in controversy in this case and not reasonably calculated to lead to the
2 discovery of admissible evidence in this case. DEFENDANT further objects on the grounds that
3 information regarding the business activities, products, etc. of such other companies place upon
4 DEFENDANT the burden of going beyond its own corporate information and is unduly
5 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
6 discovery. Without waiving said objections, DEFENDANT has no such responsive documents.

7 DEFENDANT objects to the notice to produce a person to testify to the extent that it
8 seeks or encompasses information which is protected from disclosure by privilege, including but
9 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
10 applicable joint defense privilege.

11 DEFENDANT objects to the request to produce a person to testify on the grounds it
12 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
13 information. Such a request is burdensome, oppressive and harassing. Such a request is also
14 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
15 admissible evidence.

16 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
17 phrased it seeks information that is not under DEFENDANT's control or is within the public
18 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
19 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

20 Category No. 18: DEFENDANT objects to this category on the grounds that the request
21 for "all DOCUMENTS that IDENTIFY DEFENDANT'S employees responsible for sales to
22 CONTRACTORS to prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope
23 and time, burdensome, oppressive and designed to harass and annoy DEFENDANT.
24 DEFENDANT further objects on the grounds that information regarding the business activities,
25 products, etc. of such other companies place upon DEFENDANT the burden of going beyond its
26 own corporate information and is unduly burdensome, oppressive, and harassing. Such a request
27 is also beyond the permissible scope of discovery. Without waiving said objections,
28 DEFENDANT has no such responsive documents.

1
2 DEFENDANT objects to the notice to produce a person to testify to the extent that it
3 seeks or encompasses information which is protected from disclosure by privilege, including but
4 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
5 applicable joint defense privilege.

6 DEFENDANT objects to the request to produce a person to testify on the grounds it
7 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
8 information. Such a request is burdensome, oppressive and harassing. Such a request is also
9 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
10 admissible evidence.

11 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
12 phrased it seeks information that is not under DEFENDANT's control or is within the public
13 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
14 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

15 Category No. 19: DEFENDANT objects to this category on the grounds that the request
16 for "all DOCUMENTS that contain information regarding DEFENDANT'S SUPPLY of
17 ASBESTOS-CONTAINING PRODUCTS to WORK SITE(S) prior to 1977" is vague,
18 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed
19 to harass and annoy DEFENDANT. DEFENDANT further objects on the grounds that
20 information regarding the business activities, products, etc. of such other companies place upon
21 DEFENDANT the burden of going beyond its own corporate information and is unduly
22 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
23 discovery. Without waiving said objections, DEFENDANT has no such responsive documents.

24 DEFENDANT objects to the notice to produce a person to testify to the extent that it
25 seeks or encompasses information which is protected from disclosure by privilege, including but
26 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
27 applicable joint defense privilege.

28 DEFENDANT objects to the request to produce a person to testify on the grounds it

1 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
2 information. Such a request is burdensome, oppressive and harassing. Such a request is also
3 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
4 admissible evidence.

5 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
6 phrased it seeks information that is not under DEFENDANT's control or is within the public
7 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
8 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

9 Category No. 20: DEFENDANT objects to this category on the grounds that the request
10 for "all DOCUMENTS that DEFENDANT provided to anyone regarding the HAZARDS OF
11 ASBESTOS at any time prior to 1977" is vague, ambiguous, *unintelligible*, overly broad in scope
12 and time, burdensome, oppressive and designed to harass and annoy DEFENDANT.

13 DEFENDANT further objects on the grounds that information regarding the business activities,
14 products, etc. of such other companies place upon DEFENDANT the burden of going beyond its
15 own corporate information and is unduly burdensome, oppressive, and harassing. Such a request
16 is also beyond the permissible scope of discovery. Without waiving said objections,
17 DEFENDANT has no such responsive documents.

18 DEFENDANT objects to the notice to produce a person to testify to the extent that it
19 seeks or encompasses information which is protected from disclosure by privilege, including but
20 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
21 applicable joint defense privilege.

22 DEFENDANT objects to the request to produce a person to testify on the grounds it
23 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
24 information. Such a request is burdensome, oppressive and harassing. Such a request is also
25 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
26 admissible evidence.

27 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
28 phrased it seeks information that is not under DEFENDANT's control or is within the public

1 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
2 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

3 Category No. 21: DEFENDANT objects to this category on the grounds that the request
4 for "all DOCUMENTS that contain information regarding procedures DEFENDANT
5 recommended for the HANDLING of ASBESTOS-CONTAINING PRODUCTS DEFENDANT
6 SUPPLIED prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time,
7 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further
8 objects on the grounds that information regarding the business activities, products, etc. of such
9 other companies place upon DEFENDANT the burden of going beyond its own corporate
10 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
11 the permissible scope of discovery. Without waiving said objections, DEFENDANT has no such
12 responsive documents.

13 DEFENDANT objects to the notice to produce a person to testify to the extent that it
14 seeks or encompasses information which is protected from disclosure by privilege, including but
15 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
16 applicable joint defense privilege.

17 DEFENDANT objects to the request to produce a person to testify on the grounds it
18 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
19 information. Such a request is burdensome, oppressive and harassing. Such a request is also
20 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
21 admissible evidence.

22 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
23 phrased it seeks information that is not under DEFENDANT's control or is within the public
24 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
25 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

26 Category No. 22: DEFENDANT objects to this category on the grounds that the request
27 for "all DOCUMENTS that DEFENDANT provided to anyone regarding the HAZARDS OF
28 ASBESTOS at any time prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope

1 and time, burdensome, oppressive and designed to harass and annoy DEFENDANT.
2 DEFENDANT further objects on the grounds that information regarding the business activities,
3 products, etc. of such other companies place upon DEFENDANT the burden of going beyond its
4 own corporate information and is unduly burdensome, oppressive, and harassing. Such a request
5 is also beyond the permissible scope of discovery.

6 DEFENDANT objects to the notice to produce a person to testify to the extent that it
7 seeks or encompasses information which is protected from disclosure by privilege, including but
8 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
9 applicable joint defense privilege.

10 DEFENDANT objects to the request to produce a person to testify on the grounds it
11 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
12 information. Such a request is burdensome, oppressive and harassing. Such a request is also
13 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
14 admissible evidence.

15 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
16 phrased it seeks information that is not under DEFENDANT's control or is within the public
17 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
18 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

19 Category No. 23: DEFENDANT objects to this category on the grounds that the request
20 for "all DOCUMENTS that contain information regarding how DEFENDANT first learned of the
21 association between inhaling asbestos fibers and disease in human beings" is vague, ambiguous,
22 unintelligible, overly broad in scope and time, burdensome, oppressive and designed to harass
23 and annoy DEFENDANT. DEFENDANT further objects on the grounds that information
24 regarding the business activities, products, etc. of such other companies place upon
25 DEFENDANT the burden of going beyond its own corporate information and is unduly
26 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
27 discovery. Without waiving said objections, DEFENDANT has no such responsive documents.

28

1 DEFENDANT objects to the notice to produce a person to testify to the extent that it
2 seeks or encompasses information which is protected from disclosure by privilege, including but
3 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
4 applicable joint defense privilege.

5 DEFENDANT objects to the request to produce a person to testify on the grounds it
6 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
7 information. Such a request is burdensome, oppressive and harassing. Such a request is also
8 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
9 admissible evidence.

10 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
11 phrased it seeks information that is not under DEFENDANT's control or is within the public
12 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
13 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

14 Category No. 24: DEFENDANT objects to this category on the grounds that the request
15 for "all DOCUMENTS in DEFENDANT'S possession prior to 1977 relating to the association
16 between inhaling asbestos fibers and disease in human beings" is vague, ambiguous,
17 unintelligible, overly broad in scope and time, burdensome, oppressive and designed to harass
18 and annoy DEFENDANT. DEFENDANT further objects on the grounds that information
19 regarding the business activities, products, etc. of such other companies place upon
20 DEFENDANT the burden of going beyond its own corporate information and is unduly
21 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
22 discovery. Without waiving said objections, DEFENDANT has no such responsive documents.

23 DEFENDANT objects to the notice to produce a person to testify to the extent that it
24 seeks or encompasses information which is protected from disclosure by privilege, including but
25 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
26 applicable joint defense privilege.

27 DEFENDANT objects to the request to produce a person to testify on the grounds it
28 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT

1 information. Such a request is burdensome, oppressive and harassing. Such a request is also
2 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
3 admissible evidence.

4 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
5 phrased it seeks information that is not under DEFENDANT's control or is within the public
6 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
7 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

8 Category No. 25: DEFENDANT objects to this category on the grounds that the request
9 for "all DOCUMENTS that contain information regarding industrial hygienists DEFENDANT
10 employed prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time,
11 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further
12 objects on the grounds that information regarding the business activities, products, etc. of such
13 other companies place upon DEFENDANT the burden of going beyond its own corporate
14 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
15 the permissible scope of discovery. Without waiving said objections, DEFENDANT has no such
16 responsive documents.

17 DEFENDANT objects to the notice to produce a person to testify to the extent that it
18 seeks or encompasses information which is protected from disclosure by privilege, including but
19 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
20 applicable joint defense privilege.

21 DEFENDANT objects to the request to produce a person to testify on the grounds it
22 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
23 information. Such a request is burdensome, oppressive and harassing. Such a request is also
24 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
25 admissible evidence.

26 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
27 phrased it seeks information that is not under DEFENDANT's control or is within the public
28 domain or otherwise equally or more available to Plaintiffs. As such, the request for information

1 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

2 Category No. 26: DEFENDANT objects to this category on the grounds that the request
3 for "all DOCUMENTS DEFENDANT received prior to 1977 regarding the results of any test or
4 study on the health consequences of inhaling asbestos fibers" is vague, ambiguous, unintelligible,
5 overly broad in scope and time, burdensome, oppressive and designed to harass and annoy
6 DEFENDANT. DEFENDANT further objects on the grounds that information regarding the
7 business activities, products, etc. of such other companies place upon DEFENDANT the burden
8 of going beyond its own corporate information and is unduly burdensome, oppressive, and
9 harassing. Such a request is also beyond the permissible scope of discovery. Without waiving
10 said objections, DEFENDANT has no such responsive documents.

11 DEFENDANT objects to the notice to produce a person to testify to the extent that it
12 seeks or encompasses information which is protected from disclosure by privilege, including but
13 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
14 applicable joint defense privilege.

15 DEFENDANT objects to the request to produce a person to testify on the grounds it
16 improperly seeks to have DEFENDANT produce a witness to discuss non-DEFENDANT
17 information. Such a request is burdensome, oppressive and harassing. Such a request is also
18 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
19 admissible evidence.

20 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
21 phrased it seeks information that is not under DEFENDANT's control or is within the public
22 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
23 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

24 DEFENDANT also objects to the categories of information sought in plaintiffs' notice of
25 deposition for DEFENDANT's person(s) most knowledgeable on the following grounds:

26 Category No. 1: DEFENDANT objects to this category on the grounds that the request
27 for all information about DEFENDANT'S DOCUMENT RETENTION POLICY" is vague,
28 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed

1 to harass and annoy DEFENDANT. In addition, because this category is not limited to relevant
2 time periods, DEFENDANT objects to this category on the grounds that the information sought is
3 not relevant to the issues in controversy in this case and not reasonably calculated to lead to the
4 discovery of admissible evidence in this case. DEFENDANT further objection on the grounds
5 that information regarding the business activities, products, etc. of such other companies place
6 upon DEFENDANT the burden of going beyond its own corporate information and is unduly
7 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
8 discovery.

9 DEFENDANT objects to the notice to produce a person to testify to the extent that it
10 seeks or encompasses information which is protected from disclosure by privilege, including but
11 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
12 applicable joint defense privilege.

13 DEFENDANT objects to the request to produce a person to testify on the grounds it
14 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
15 information. Such a request is burdensome, oppressive and harassing. Such a request is also
16 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
17 admissible evidence.

18 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
19 phrased it seeks information that is not under DEFENDANT's control or is within the public
20 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
21 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

22 Category No. 2: DEFENDANT objects to this category on the grounds that the request
23 for all information about DEFENDANT'S RELATIONSHIP with Interline Brands, Inc. at all
24 times" is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome, oppres-
25 sive and designed to harass and annoy DEFENDANT. In addition, because this category is not
26 limited to relevant time periods, DEFENDANT objects to this category on the grounds that the
27 information sought is not relevant to the issues in controversy in this case and not reasonably
28 calculated to lead to the discovery of admissible evidence in this case. DEFENDANT further

1 objection on the grounds that information regarding the business activities, products, etc. of such
2 other companies place upon DEFENDANT the burden of going beyond its own corporate
3 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
4 the permissible scope of discovery.

5 DEFENDANT objects to the notice to produce a person to testify to the extent that it
6 seeks or encompasses information which is protected from disclosure by privilege, including but
7 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
8 applicable joint defense privilege.

9 DEFENDANT objects to the request to produce a person to testify on the grounds it
10 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
11 information. Such a request is burdensome, oppressive and harassing. Such a request is also
12 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
13 admissible evidence.

14 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
15 phrased it seeks information that is not under DEFENDANT's control or is within the public
16 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
17 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

18 Category No. 3: DEFENDANT objects to this category on the grounds that the request for
19 all information pertaining to "ownership interest in Interline Brands, Inc." is vague, ambiguous,
20 unintelligible, overly broad in scope and time, burdensome, oppressive and designed to harass
21 and annoy DEFENDANT. DEFENDANT further objection on the grounds that information
22 regarding the business activities, products, etc. of such other companies place upon
23 DEFENDANT the burden of going beyond its own corporate information and is unduly
24 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
25 discovery.

26 DEFENDANT objects to the notice to produce a person to testify to the extent that it
27 seeks or encompasses information which is protected from disclosure by privilege, including but
28 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any

1 applicable joint defense privilege.

2 DEFENDANT objects to the request to produce a person to testify on the grounds it
3 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
4 information. Such a request is burdensome, oppressive and harassing. Such a request is also
5 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
6 admissible evidence.

7 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
8 phrased it seeks information that is not under DEFENDANT's control or is within the public
9 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
10 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

11 Category No. 4: DEFENDANT objects to this category on the grounds that the request
12 for all information PERTAINING TO "and/or IDENTIFYING the product formulas of any and
13 all ACP designed, manufactured, or SUPPLIED by YOU prior too or during the RELEVANT
14 TIME PERIODS, including all component parts of YOUR ACP" is vague, ambiguous,
15 unintelligible, overly broad in scope and time, burdensome, oppressive and designed to harass
16 and annoy DEFENDANT. DEFENDANT further objection on the grounds that information
17 regarding the business activities, products, etc. of such other companies place upon
18 DEFENDANT the burden of going beyond its own corporate information and is unduly
19 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
20 discovery.

21 DEFENDANT objects to the notice to produce a person to testify to the extent that it
22 seeks or encompasses information which is protected from disclosure by privilege, including but
23 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
24 applicable joint defense privilege.

25 DEFENDANT objects to the request to produce a person to testify on the grounds it
26 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
27 information. Such a request is burdensome, oppressive and harassing. Such a request is also
28 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of

1 admissible evidence.

2 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
3 phrased it seeks information that is not under DEFENDANT's control or is within the public
4 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
5 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

6 Category No. 5 DEFENDANT objects to this category on the grounds that the request for
7 all information pertaining to "Insurance policies held by Interline Brands, Inc. which include
8 coverage for DEFENDANT for liability in asbestos-related lawsuits" is vague, ambiguous,
9 unintelligible, overly broad in scope and time, burdensome, oppressive and designed to harass
10 and annoy DEFENDANT. DEFENDANT further objection on the grounds that information
11 regarding the business activities, products, etc. of such other companies place upon
12 DEFENDANT the burden of going beyond its own corporate information and is unduly
13 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
14 discovery.

15 DEFENDANT objects to the notice to produce a person to testify to the extent that it
16 seeks or encompasses information which is protected from disclosure by privilege, including but
17 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
18 applicable joint defense privilege.

19 DEFENDANT objects to the request to produce a person to testify on the grounds it
20 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
21 information. Such a request is burdensome, oppressive and harassing. Such a request is also
22 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
23 admissible evidence.

24 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
25 phrased it seeks information that is not under DEFENDANT's control or is within the public
26 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
27 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

28 Category No. 6: DEFENDANT objects to this category on the grounds that the request

1 for all information pertaining to "Liabilities Interline Brands, Inc., acquired from DEFENDANT
2 for asbestos-related injuries" is vague, ambiguous, unintelligible, overly broad in scope and time,
3 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT
4 further objection on the grounds that information regarding the business activities, products, etc.
5 of such other companies place upon DEFENDANT the burden of going beyond its own corporate
6 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
7 the permissible scope of discovery.

8 DEFENDANT objects to the notice to produce a person to testify to the extent that it
9 seeks or encompasses information which is protected from disclosure by privilege, including but
10 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
11 applicable joint defense privilege.

12 DEFENDANT objects to the request to produce a person to testify on the grounds it
13 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
14 information. Such a request is burdensome, oppressive and harassing. Such a request is also
15 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
16 admissible evidence.

17 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
18 phrased it seeks information that is not under DEFENDANT's control or is within the public
19 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
20 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

21 Category No. 7: DEFENDANT objects to this category on the grounds that the request
22 for all information pertaining to "Interline Brands Inc.'s liability for products DISTRIBUTED BY
23 DEFENDANT prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time,
24 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further
25 objection on the grounds that information regarding the business activities, products, etc. of such
26 other companies place upon DEFENDANT the burden of going beyond its own corporate
27 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
28 the permissible scope of discovery.

1 DEFENDANT objects to the notice to produce a person to testify to the extent that it
2 seeks or encompasses information which is protected from disclosure by privilege, including but
3 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
4 applicable joint defense privilege.

5 DEFENDANT objects to the request to produce a person to testify on the grounds it
6 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
7 information. Such a request is burdensome, oppressive and harassing. Such a request is also
8 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
9 admissible evidence.

10 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
11 phrased it seeks information that is not under DEFENDANT's control or is within the public
12 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
13 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

14 Category No. 8: DEFENDANT objects to this category on the grounds that the request
15 for all information pertaining to "ASBESTOS-CONTAININGPRODUCTS DEFENDANT
16 manufactured prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time,
17 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further
18 objection on the grounds that information regarding the business activities, products, etc. of such
19 other companies place upon DEFENDANT the burden of going beyond its own corporate
20 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
21 the permissible scope of discovery.

22 DEFENDANT objects to the notice to produce a person to testify to the extent that it
23 seeks or encompasses information which is protected from disclosure by privilege, including but
24 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
25 applicable joint defense privilege.

26 DEFENDANT objects to the request to produce a person to testify on the grounds it
27 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
28 information. Such a request is burdensome, oppressive and harassing. Such a request is also

1 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
2 admissible evidence.

3 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
4 phrased it seeks information that is not under DEFENDANT's control or is within the public
5 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
6 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

7 Category No. 9: DEFENDANT objects to this category on the grounds that the request
8 for all information pertaining to "The ASBESTOS CONTENT of ASBESTOS-CONTAINING
9 PRODUCT DEFENDANT manufactured prior to 1977" is vague, ambiguous, unintelligible,
10 overly broad in scope and time, burdensome, oppressive and designed to harass and annoy
11 DEFENDANT. DEFENDANT further objection on the grounds that information regarding the
12 business activities, products, etc. of such other companies place upon DEFENDANT the burden
13 of going beyond its own corporate information and is unduly burdensome, oppressive, and
14 harassing. Such a request is also beyond the permissible scope of discovery.

15 DEFENDANT objects to the notice to produce a person to testify to the extent that it
16 seeks or encompasses information which is protected from disclosure by privilege, including but
17 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
18 applicable joint defense privilege.

19 DEFENDANT objects to the request to produce a person to testify on the grounds it
20 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
21 information. Such a request is burdensome, oppressive and harassing. Such a request is also
22 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
23 admissible evidence.

24 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
25 phrased it seeks information that is not under DEFENDANT's control or is within the public
26 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
27 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

28 Category No. 10 DEFENDANT objects to this category on the grounds that the request

1 for all information pertaining to "Sources from which DEFENDANT obtained the asbestos
2 included in the ASBESTOS-CONTAINING PRODUCT DEFENDANT manufactured prior to
3 1977" is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome, oppres-
4 sive and designed to harass and annoy DEFENDANT. DEFENDANT further objection on the
5 grounds that information regarding the business activities, products, etc. of such other companies
6 place upon DEFENDANT the burden of going beyond its own corporate information and is
7 unduly burdensome, oppressive, and harassing. Such a request is also beyond the permissible
8 scope of discovery.

9 DEFENDANT objects to the notice to produce a person to testify to the extent that it
10 seeks or encompasses information which is protected from disclosure by privilege, including but
11 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
12 applicable joint defense privilege.

13 DEFENDANT objects to the request to produce a person to testify on the grounds it
14 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
15 information. Such a request is burdensome, oppressive and harassing. Such a request is also
16 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
17 admissible evidence.

18 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
19 phrased it seeks information that is not under DEFENDANT's control or is within the public
20 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
21 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

22 Category No. 11: DEFENDANT objects to this category on the grounds that the request
23 for all information pertaining to "DEFENDANT'S DISTRIBUTION of ASBESTOS-
24 CONTAINING PRODUCTS in the BAY AREA prior to 1977" is vague, ambiguous,
25 unintelligible, overly broad in scope and time, burdensome, oppressive and designed to harass
26 and annoy DEFENDANT. In addition, because this category is not limited to relevant time
27 periods, DEFENDANT objects to this category on the grounds that the information sought is not
28 relevant to the issues in controversy in this case and not reasonably calculated to lead to the

1 discovery of admissible evidence in this case. DEFENDANT further objection on the grounds
2 that information regarding the business activities, products, etc. of such other companies place
3 upon DEFENDANT the burden of going beyond its own corporate information and is unduly
4 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
5 discovery.

6 DEFENDANT objects to the notice to produce a person to testify to the extent that it
7 seeks or encompasses information which is protected from disclosure by privilege, including but
8 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
9 applicable joint defense privilege.

10 DEFENDANT objects to the request to produce a person to testify on the grounds it
11 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
12 information. Such a request is burdensome, oppressive and harassing. Such a request is also
13 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
14 admissible evidence.

15 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
16 phrased it seeks information that is not under DEFENDANT's control or is within the public
17 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
18 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

19 Category No. 12: DEFENDANT objects to this category on the grounds that the request
20 for all information pertaining to "DEFENDANT'S employees responsible for DISTRIBUTION
21 in the BAY AREA prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and
22 time, burdensome, oppressive and designed to harass and annoy DEFENDANT. In addition,
23 because this category is not limited to relevant time periods, DEFENDANT objects to this
24 category on the grounds that the information sought is not relevant to the issues in controversy in
25 this case and not reasonably calculated to lead to the discovery of admissible evidence in this
26 case. DEFENDANT further objection on the grounds that information regarding the business
27 activities, products, etc. of such other companies place upon DEFENDANT the burden of going
28 beyond its own corporate information and is unduly burdensome, oppressive, and harassing.

1 Such a request is also beyond the permissible scope of discovery.

2 DEFENDANT objects to the notice to produce a person to testify to the extent that it
3 seeks or encompasses information which is protected from disclosure by privilege, including but
4 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
5 applicable joint defense privilege.

6 DEFENDANT objects to the request to produce a person to testify on the grounds it
7 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
8 information. Such a request is burdensome, oppressive and harassing. Such a request is also
9 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
10 admissible evidence.

11 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
12 phrased it seeks information that is not under DEFENDANT's control or is within the public
13 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
14 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

15 Category No. 13: DEFENDANT objects to this category on the grounds that the request
16 for all information pertaining to "DEFENDANT's distributors in the BAY AREA prior to 1977"
17 is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and
18 designed to harass and annoy DEFENDANT. In addition, because this category is not limited to
19 relevant time periods, DEFENDANT objects to this category on the grounds that the information
20 sought is not relevant to the issues in controversy in this case and not reasonably calculated to
21 lead to the discovery of admissible evidence in this case. DEFENDANT further objection on the
22 grounds that information regarding the business activities, products, etc. of such other companies
23 place upon DEFENDANT the burden of going beyond its own corporate information and is
24 unduly burdensome, oppressive, and harassing. Such a request is also beyond the permissible
25 scope of discovery.

26 DEFENDANT objects to the notice to produce a person to testify to the extent that it
27 seeks or encompasses information which is protected from disclosure by privilege, including but
28 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any

1 applicable joint defense privilege.

2 DEFENDANT objects to the request to produce a person to testify on the grounds it
3 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
4 information. Such a request is burdensome, oppressive and harassing. Such a request is also
5 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
6 admissible evidence.

7 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
8 phrased it seeks information that is not under DEFENDANT's control or is within the public
9 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
10 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

11 Category No. 14: DEFENDANT objects to this category on the grounds that the request
12 for all information pertaining to "DEFENDANT's sales representatives in the BAY AREA prior
13 to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome,
14 oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further objection on
15 the grounds that information regarding the business activities, products, etc. of such other
16 companies place upon DEFENDANT the burden of going beyond its own corporate information
17 and is unduly burdensome, oppressive, and harassing. Such a request is also beyond the
18 permissible scope of discovery.

19 DEFENDANT objects to the notice to produce a person to testify to the extent that it
20 seeks or encompasses information which is protected from disclosure by privilege, including but
21 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
22 applicable joint defense privilege.

23 DEFENDANT objects to the request to produce a person to testify on the grounds it
24 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
25 information. Such a request is burdensome, oppressive and harassing. Such a request is also
26 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
27 admissible evidence.

28 DEFENDANT objects to the notice to produce a person to testify on the grounds that as

1 phrased it seeks information that is not under DEFENDANT's control or is within the public
2 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
3 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

4 Category No. 15 DEFENDANT objects to this category on the grounds that the request
5 for all information pertaining to "DEFENDANT's SUPPLY of ASBESTOS-CONTAINING
6 PRODUCTS to EMPLOYERS" is vague, ambiguous, unintelligible, overly broad in scope and
7 time, burdensome, oppressive and designed to harass and annoy DEFENDANT. In addition,
8 because this category is not limited to relevant time periods, DEFENDANT objects to this
9 category on the grounds that the information sought is not relevant to the issues in controversy in
10 this case and not reasonably calculated to lead to the discovery of admissible evidence in this
11 case. DEFENDANT further objection on the grounds that information regarding the business
12 activities, products, etc. of such other companies place upon DEFENDANT the burden of going
13 beyond its own corporate information and is unduly burdensome, oppressive, and harassing.
14 Such a request is also beyond the permissible scope of discovery.

15 DEFENDANT objects to the notice to produce a person to testify to the extent that it
16 seeks or encompasses information which is protected from disclosure by privilege, including but
17 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
18 applicable joint defense privilege.

19 DEFENDANT objects to the request to produce a person to testify on the grounds it
20 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
21 information. Such a request is burdensome, oppressive and harassing. Such a request is also
22 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
23 admissible evidence.

24 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
25 phrased it seeks information that is not under DEFENDANT's control or is within the public
26 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
27 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

28 Category No. 16: DEFENDANT objects to this category on the grounds that the request

1 for all information pertaining to "DEFENDANT's employees responsible for sales to
2 EMPLOYERS" is vague, ambiguous, unintelligible, overly broad in scope and time, burdensome,
3 oppressive and designed to harass and annoy DEFENDANT. The category is also vague and
4 ambiguous as to what is meant or encompassed by the term "manufactured." In addition, because
5 this category is not limited to relevant time periods, DEFENDANT objects to this category on the
6 grounds that the information sought is not relevant to the issues in controversy in this case and not
7 reasonably calculated to lead to the discovery of admissible evidence in this case. DEFENDANT
8 further objection on the grounds that information regarding the business activities, products, etc.
9 of such other companies place upon DEFENDANT the burden of going beyond its own corporate
10 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
11 the permissible scope of discovery.

12 DEFENDANT objects to the notice to produce a person to testify to the extent that it
13 seeks or encompasses information which is protected from disclosure by privilege, including but
14 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
15 applicable joint defense privilege.

16 DEFENDANT objects to the request to produce a person to testify on the grounds it
17 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
18 information. Such a request is burdensome, oppressive and harassing. Such a request is also
19 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
20 admissible evidence.

21 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
22 phrased it seeks information that is not under DEFENDANT's control or is within the public
23 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
24 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

25 Category No. 17: DEFENDANT objects to this category on the grounds that the request
26 for all information pertaining to "DEFENDANT's SUPPLY OF ASBESTOS-CONTAINING
27 PRODUCTS to any CONTRACTOR prior to 1977" is vague, ambiguous, unintelligible, overly
28 broad in scope and time, burdensome, oppressive and designed to harass and annoy

1 DEFENDANT. The category is also vague and ambiguous as to what is meant or encompassed
2 by the term "manufactured." In addition, because this category is not limited to relevant time
3 periods, DEFENDANT objects to this category on the grounds that the information sought is not
4 relevant to the issues in controversy in this case and not reasonably calculated to lead to the
5 discovery of admissible evidence in this case. DEFENDANT further objection on the grounds
6 that information regarding the business activities, products, etc. of such other companies place
7 upon DEFENDANT the burden of going beyond its own corporate information and is unduly
8 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
9 discovery.

10 DEFENDANT objects to the notice to produce a person to testify to the extent that it
11 seeks or encompasses information which is protected from disclosure by privilege, including but
12 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
13 applicable joint defense privilege.

14 DEFENDANT objects to the request to produce a person to testify on the grounds it
15 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
16 information. Such a request is burdensome, oppressive and harassing. Such a request is also
17 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
18 admissible evidence.

19 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
20 phrased it seeks information that is not under DEFENDANT's control or is within the public
21 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
22 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

23 Category No. 18: DEFENDANT objects to this category on the grounds that the request
24 for all information pertaining to "DEFENDANT's employees responsible for sales to
25 CONTRACTORS to prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope
26 and time, burdensome, oppressive and designed to harass and annoy DEFENDANT.
27 DEFENDANT further objection on the grounds that information regarding the business activities,
28 products, etc. of such other companies place upon DEFENDANT the burden of going beyond its

1 own corporate information and is unduly burdensome, oppressive, and harassing. Such a request
2 is also beyond the permissible scope of discovery.

3 DEFENDANT objects to the notice to produce a person to testify to the extent that it
4 seeks or encompasses information which is protected from disclosure by privilege, including but
5 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
6 applicable joint defense privilege.

7 DEFENDANT objects to the request to produce a person to testify on the grounds it
8 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
9 information. Such a request is burdensome, oppressive and harassing. Such a request is also
10 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
11 admissible evidence.

12 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
13 phrased it seeks information that is not under DEFENDANT's control or is within the public
14 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
15 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

16 Category No. 19: DEFENDANT objects to this category on the grounds that the request
17 for all information pertaining to "DEFENDANT's SUPPLY of ASBESTOS-CONTAINING
18 PRODUCTS to WORK SITE(S) prior to 1977" is vague, ambiguous, unintelligible, overly broad
19 in scope and time, burdensome, oppressive and designed to harass and annoy DEFENDANT.
20 DEFENDANT further objection on the grounds that information regarding the business activities,
21 products, etc. of such other companies place upon DEFENDANT the burden of going beyond its
22 own corporate information and is unduly burdensome, oppressive, and harassing. Such a request
23 is also beyond the permissible scope of discovery.

24 DEFENDANT objects to the notice to produce a person to testify to the extent that it
25 seeks or encompasses information which is protected from disclosure by privilege, including but
26 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
27 applicable joint defense privilege.

28 DEFENDANT objects to the request to produce a person to testify on the grounds it

1 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
2 information. Such a request is burdensome, oppressive and harassing. Such a request is also
3 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
4 admissible evidence.

5 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
6 phrased it seeks information that is not under DEFENDANT's control or is within the public
7 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
8 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

9 Category No. 20: DEFENDANT objects to this category on the grounds that the request
10 for all information pertaining to "DEFENDANT's employees responsible for sales to WORK
11 SITES prior to 1977" is vague, ambiguous, unintelligible, overly broad in scope and time,
12 burdensome, oppressive and designed to harass and annoy DEFENDANT. DEFENDANT further
13 objection on the grounds that information regarding the business activities, products, etc. of such
14 other companies place upon DEFENDANT the burden of going beyond its own corporate
15 information and is unduly burdensome, oppressive, and harassing. Such a request is also beyond
16 the permissible scope of discovery.

17 DEFENDANT objects to the notice to produce a person to testify to the extent that it
18 seeks or encompasses information which is protected from disclosure by privilege, including but
19 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
20 applicable joint defense privilege.

21 DEFENDANT objects to the request to produce a person to testify on the grounds it
22 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
23 information. Such a request is burdensome, oppressive and harassing. Such a request is also
24 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
25 admissible evidence.

26 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
27 phrased it seeks information that is not under DEFENDANT's control or is within the public
28 domain or otherwise equally or more available to Plaintiffs. As such, the request for information

1 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

2 Category No. 21: DEFENDANT objects to this category on the grounds that the request
3 for all information pertaining to "Procedures DEFENDANT recommended for the HANDLING
4 of ASBESTOS-CONTAINING PRODUCT DEFENDANT SUPPLIED prior to 1977" is vague,
5 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed
6 to harass and annoy DEFENDANT. DEFENDANT further objection on the grounds that
7 information regarding the business activities, products, etc. of such other companies place upon
8 DEFENDANT the burden of going beyond its own corporate information and is unduly
9 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
10 discovery.

11 DEFENDANT objects to the notice to produce a person to testify to the extent that it
12 seeks or encompasses information which is protected from disclosure by privilege, including but
13 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
14 applicable joint defense privilege.

15 DEFENDANT objects to the request to produce a person to testify on the grounds it
16 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
17 information. Such a request is burdensome, oppressive and harassing. Such a request is also
18 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
19 admissible evidence.

20 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
21 phrased it seeks information that is not under DEFENDANT's control or is within the public
22 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
23 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

24 Category No. 22: DEFENDANT objects to this category on the grounds that the request
25 for all information pertaining to "Information DEFENDANT provided to anyone regarding the
26 HAZARDS OF ASBESTOS at any time prior to 1977" is vague, ambiguous, unintelligible,
27 overly broad in scope and time, burdensome, oppressive and designed to harass and annoy
28 DEFENDANT. DEFENDANT further objection on the grounds that information regarding the

1 business activities, products, etc. of such other companies place upon DEFENDANT the burden
2 of going beyond its own corporate information and is unduly burdensome, oppressive, and
3 harassing. Such a request is also beyond the permissible scope of discovery.

4 DEFENDANT objects to the notice to produce a person to testify to the extent that it
5 seeks or encompasses information which is protected from disclosure by privilege, including but
6 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
7 applicable joint defense privilege.

8 DEFENDANT objects to the request to produce a person to testify on the grounds it
9 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
10 information. Such a request is burdensome, oppressive and harassing. Such a request is also
11 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
12 admissible evidence.

13 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
14 phrased it seeks information that is not under DEFENDANT's control or is within the public
15 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
16 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

17 Category No. 23: DEFENDANT objects to this category on the grounds that the request
18 for all information pertaining to "How DEFENDANT first learned of the association between
19 inhaling asbestos fibers and disease in human beings" is vague, ambiguous, unintelligible, overly
20 broad in scope and time, burdensome, oppressive and designed to harass and annoy
21 DEFENDANT. DEFENDANT further objection on the grounds that information regarding the
22 business activities, products, etc. of such other companies place upon DEFENDANT the burden
23 of going beyond its own corporate information and is unduly burdensome, oppressive, and
24 harassing. Such a request is also beyond the permissible scope of discovery.

25 DEFENDANT objects to the notice to produce a person to testify to the extent that it
26 seeks or encompasses information which is protected from disclosure by privilege, including but
27 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
28 applicable joint defense privilege.

1 DEFENDANT objects to the request to produce a person to testify on the grounds it
2 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
3 information. Such a request is burdensome, oppressive and harassing. Such a request is also
4 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
5 admissible evidence.

6 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
7 phrased it seeks information that is not under DEFENDANT's control or is within the public
8 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
9 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

10 Category No. 24: DEFENDANT objects to this category on the grounds that the request
11 for all information pertaining to "Industrial hygienists DEFENDANT employed prior to 1977" is
12 vague, ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and
13 designed to harass and annoy DEFENDANT. DEFENDANT further objection on the grounds
14 that information regarding the business activities, products, etc. of such other companies place
15 upon DEFENDANT the burden of going beyond its own corporate information and is unduly
16 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
17 discovery.

18 DEFENDANT objects to the notice to produce a person to testify to the extent that it
19 seeks or encompasses information which is protected from disclosure by privilege, including but
20 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
21 applicable joint defense privilege.

22 DEFENDANT objects to the request to produce a person to testify on the grounds it
23 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
24 information. Such a request is burdensome, oppressive and harassing. Such a request is also
25 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
26 admissible evidence.

27 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
28 phrased it seeks information that is not under DEFENDANT's control or is within the public

1 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
2 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

3 Category No. 25: DEFENDANT objects to this category on the grounds that the request
4 for all information pertaining to "Information DEFENDANT received prior to 1977 regarding the
5 results of any test or study on the health consequences of inhaling asbestos fibers" is vague,
6 ambiguous, unintelligible, overly broad in scope and time, burdensome, oppressive and designed
7 to harass and annoy DEFENDANT. DEFENDANT further objection on the grounds that
8 information regarding the business activities, products, etc. of such other companies place upon
9 DEFENDANT the burden of going beyond its own corporate information and is unduly
10 burdensome, oppressive, and harassing. Such a request is also beyond the permissible scope of
11 discovery.

12 DEFENDANT objects to the notice to produce a person to testify to the extent that it
13 seeks or encompasses information which is protected from disclosure by privilege, including but
14 not limited to the attorney-client privilege, the attorney work-product doctrine, and/or any
15 applicable joint defense privilege.

16 DEFENDANT objects to the request to produce a person to testify on the grounds it
17 improperly seeks to have DEFENDANT produce a witness to discuss non- DEFENDANT
18 information. Such a request is burdensome, oppressive and harassing. Such a request is also
19 irrelevant to the subject matter of this litigation and not calculated to lead to the discovery of
20 admissible evidence.

21 DEFENDANT objects to the notice to produce a person to testify on the grounds that as
22 phrased it seeks information that is not under DEFENDANT's control or is within the public
23 domain or otherwise equally or more available to Plaintiffs. As such, the request for information
24 is beyond the permissible scope of discovery and is burdensome, oppressive, and harassing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: September 28, 2006

JACKSON & WALLACE LLP

By: 

ANA T. PORTILLO
Attorneys for Defendant
J.A. SEXAUER

1 PROOF OF SERVICE BY MAIL

2 I am a citizen of the United States and employed in San Francisco County, California. I
3 am over the age of eighteen years and not a party to the within-entitled action. My business
4 address is 55 Francisco Street, 6th Floor, San Francisco, California 94133. I am readily familiar
5 with this firm's practice for collection and processing of correspondence for mailing with the
6 United States Postal Service. On September 28, 2006, I placed with this firm at the above address
7 for deposit with the United States Postal Service a true and correct copy of the within
8 document(s):

9 OBJECTION OF DEFENDANT J.A. SEXAUER COMPANY TO
10 PLAINTIFFS' NOTICE OF DEPOSITION OF J.A. SEXAUER'S
11 PERSON MOST KNOWLEDGEABLE AND CUSTODIAN OF
RECORDS AND REQUEST TO PRODUCE DOCUMENTS AT
DEPOSITION

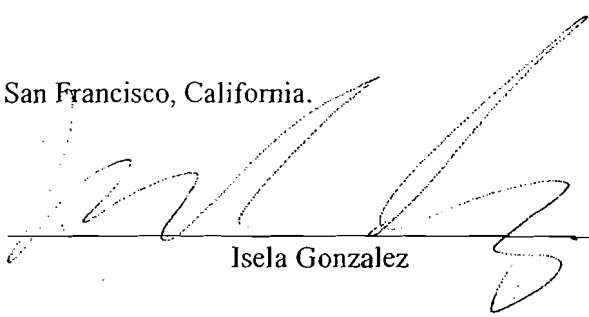
12 in a sealed envelope, postage fully paid, and sent a copy via facsimile addressed as follows:

13 Kazan McClain Abrams Fernandez
14 Lyon Farrise & Greenwood
15 171 Twelfth Street, Third Floor
16 Oakland CA 94607
Fax: (510) 835-4913

17 Following ordinary business practices, the envelope was sealed and placed for collection
18 and mailing on this date, and would, in the ordinary course of business, be deposited with the
19 United States Postal Service on this date.

20 I declare under penalty of perjury under the laws of the State of California that the above
21 is true and correct.

22 Executed on September 28, 2006, at San Francisco, California.

23
24 
Isela Gonzalez
25
26
27
28

KAZAN, McCLAIN, ABRAMS, FERNANDEZ,
LYONS, FARRISE & GREENWOOD

A Professional Law Corporation

Steven Kazan
David M. McClain
Denise Abrams
Francis E. Fernandez
Dianna Lyons
Simona A. Farrise, LL.M
Gordon D. Greenwood

171 Twelfth Street, Third Floor
Oakland, California 94607
(510) 302-1000 • (510) 465-7728
FAX: (510) 835-4913
e-mail: postmaster@kazanlaw.com
www.kazanlaw.com

Of Counsel
Frances C. Schreiber
Terry N. Gross
James L. Oberman*

Andrea Huston
Petra DeJesus
Catosha Woods
Ian A. Rivamonte
Autumn A. Mesa
Matthew L. Thiel
Barbra Ferre
Justin A. Bosl

October 2, 2006

**IMPORTANT CALENDAR NOTICE
OCTOBER 18, 2006**

Deposition of J.A. Sexauer's PMK **New Start Time 9:00 a.m.**

Via Facsimile & U.S. Mail

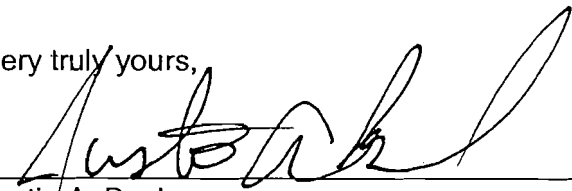
To: All Defense Counsel and
Asbestos Calendar Departments
(see attached service list)

Re: **AMY HOGAN, et al. v. ALCOA, INC., et al.**
Alameda County Superior Court No. RG04154680

Dear Counsel:

Please be advised that plaintiffs' noticed deposition of defendant J.A. Sexauer Co.'s Person Most Knowledgeable will commence at **9:00 a.m.** on October 18, 2006 at the offices of Kazan, McClain, Abrams, Fernandez, Lyons, Farrise & Greenwood, 171 Twelfth Street, Third Floor, Oakland, CA 94607.

Very truly yours,


Justin A. Bosl

JAB/pck



1 PROOF OF SERVICE

2 *Amy Hogan, et al. v. Alcoa Inc., et al.*
3 Alameda County Superior Court No. RG 04154680
(Consolidated with Case No. RG04193478)

4 I declare that:

5 I am employed in the County of Alameda, State of California. I am over the age
6 of 18 years and not a party to the within action. My business address is 171 Twelfth
7 Street, Third Floor, Oakland, California 94607.

8 On October 3, 2006, I served the following document(s):

9 **OCTOBER 3, 2006 NOTICE COMMENCEMENT TIME 9:00 A.M FOR THE**
10 **DEPOSITION OF DEFENDANT J.A. SEXAUER MANUFACTURING CO., INC.'S**
11 **PERSON(S) MOST KNOWLEDGEABLE AND CUSTODIAN(S) OF RECORDS GOING**
12 **FORWARD ON OCTOBER 18, 2006**

13 by transmitting a true copy to:

- 14 • ALL DEFENSE COUNSEL (SEE ATTACHED SERVICE LIST)

15 via the following method:

16 X (By Facsimile Machine [FAX]) By personally transmitting a true copy
17 thereof via an electronic facsimile machine between the hours of 9:00
18 a.m. and 5:00 p.m.

19 X (By Mail) I am readily familiar with this office's business practice for
20 collection and processing of correspondence for mailing with the United
21 States Postal Service. This document, which is in an envelope addressed
22 as stated above, will be sealed with postage fully prepaid and will be
23 deposited with the United States Postal Service this date in the ordinary
24 course of business.

25 I declare under penalty of perjury under the laws of the State of California that
26 the foregoing is true and correct. Executed on October 3, 2006, at Oakland,
27 California.

28 

Paula Katayanagi

KAZAN, McCLAIN,
ABRAMS,
FERNANDEZ,
LYONS, FARRISE
& GREENWOOD
A PROFESSIONAL
LAW CORPORATION
171 TWELFTH STREET
THIRD FLOOR
OAKLAND, CA 94607
(510) 302-1000
(510) 465-7728
FAX (510) 835-4913

Cases:

Hogan, Amy (Clayton) [NE 1365]

BASSI, MARTINI, EDLIN & BLUM

351 California, Suite 200, San Francisco, CA 94104
FOR: J.T. THORPE & SON, INC.PH: (415) 397-9006
FAX: (415) 397-1339

BERRY & BERRY

P.O. Box 16070, Oakland, CA 94610
FOR: DESIGNATED DEFENSE COUNSELPH: (510) 835-8330
FAX: (510) 835-5117

CARROLL, BURDICK & MCDONOUGH

44 Montgomery Street, Suite 400, San Francisco, CA 94104
FOR: STARWOOD HOTELS AND RESORTS WORLDWIDE, INC.PH: (415) 989-5900
FAX: (415) 989-0932

COUNSEL UNKNOWN

FOR: INTERLINE BRANDS, INC.; INTERLINE BRANDS, INC./sii/pae/et/J.A. SEXAUER MANUFACTURING CO., INC.

GLASPY & GLASPY

One Walnut Creek Center, 100 Pringle Ave Ste 750, Walnut Creek, CA 94596
FOR: GARLOCK SEALING TECHNOLOGIES LLC; GARLOCK SEALING TECHNOLOGIES LLC/sii/pae/alt/eqt/GARLOCK, INC.PH: (925) 947-1300
FAX: (925) 947-1594

GORDON & REES

Embarcadero Center West, 275 Battery Street, 20th Floor, San Francisco, CA 94111
FOR: GOODYEAR TIRE & RUBBER COMPANYPH: (415) 986-5900
FAX: (415) 986-8054

HAIGHT BROWN & BONESTEEL LLP

71 Stevenson Street, 20th Floor, San Francisco, CA 94105-2981
FOR: KENTILE FLOORS, INC.PH: (415) 546-7500
FAX: 415-546-7505

HASSARD BONNINGTON

2 Embarcadero Center, Suite 1800, San Francisco, CA 94111
FOR: KAISER GYPSUM COMPANY, INC.; SEQUOIA VENTURES, INC.PH: (415) 288-9800
FAX: (415) 288-9802

JACKSON & WALLACE

55 Francisco Street, Sixth Floor, San Francisco, CA 94133
FOR: J.A. SEXAUER MANUFACTURING CO., INC.PH: (415) 982-6300
FAX: (415) 982-6700

KIRKPATRICK LOCKHART NICHOLSON GRAHAM, LLP

Four Embarcadero Center, 10th Floor, San Francisco, CA 94111
FOR: CRANE COMPANYPH: 415-249-1000
FAX: 415-249-1001

LAW OFFICES OF JOHN M. GREGORY

1733 Woodside Road, , Redwood City, CA 94061
FOR: PLANT INSULATION COMPANYPH: 650-368-0400
FAX: 650-368-0407

LUCINDA L. STORM

610A Third Street, San Francisco, CA 94107
FOR: DURABLA MANUFACTURING CO.PH: (415) 777-6990
FAX: (415) 777-6992

LYNCH, GILARDI & GRUMMER

475 Sansome Street, Suite 1800, San Francisco, CA 94111
FOR: SWINERTON BUILDERS; SWINERTON INCORPORATEDPH: (415) 397-2800
FAX: (415) 397-0937

MARK H. ROSENTHAL, Esq.

Law Offices of Mark H. Rosenthal, 44 Montgomery Street, Suite 4020, San Francisco, CA 94104-4612
FOR: CROWN, CORK & SEAL /sii/ MUNDET CORKPH: (415) 986-1364
FAX: (415) 291-1984

McKENNA, LONG & ALDRIDGE

101 California Street, 41st Floor, San Francisco, CA 94111
FOR: D. ZELINSKY & SONS INCORPORATEDPH: (415) 267-4000
FAX: (415) 267-4198

PRINDLE, DECKER & AMARO

369 Pine Street, Suite 800, San Francisco, CA 94104

FOR: AMERICAN STANDARD INC.; AMERICAN STANDARD/sii/par/alt/eqt/AMSTAN and AMERICAN RADIATOR CO.

PH: (415) 788-8354

FAX: (415) 788-3625

STEEFEL, LEVITT & WEISS

One Embarcadero Center, 30th Floor, San Francisco, CA 94111

FOR: FERGUSON ENTERPRISES, INC.; FERGUSON ENTERPRISES, INC/sii/pae/et/WESTBURNE SUPPLY fdba P.E. O'HAIR; P.E. O'HAIR

PH: (415) 788-0900

FAX: (415) 788-2019

STEPTOE & JOHNSON

633 West Fifth Street, Suite 700, Los Angeles, CA 90071

FOR: METROPOLITAN LIFE INSURANCE COMPANY

PH: (213) 439-9400

FAX: (213) 439-9599

TRAVIS & PON

Attn: Monte Travis, 2271 California Street, San Francisco, CA 94115

FOR: PLANT INSULATION COMPANY

PH: (415) 923-1200

FAX: (415) 673-6263

WALSWORTH, FRANKLIN, BEVINS & McCALL - THOMAS DEE

601 Montgomery Street, 9th Floor, San Francisco, CA 94111

FOR: THOMAS DEE ENGINEERING COMPANY

PH: (415) 781-7072

FAX: (415) 391-6258

End of Service List

KAZAN, McCLAIN, ABRAMS, FERNANDEZ,
LYONS, FARRISE & GREENWOOD

A Professional Law Corporation

171 Twelfth Street, Third Floor

Oakland, California 94607

(510) 465-7728 • (510) 893-7211

FAX: (510) 835-4913

e-mail: postmaster@kazanlaw.com

www.kazanlaw.com

FACSIMILE COVER SHEET

October 2, 2006

TO: All Defense Counsel **Fax No:** See Attached Service List

FROM: Paula Katayanagi, Secretary to Justin A. Bosl
KAZAN, McCLAIN, ABRAMS, FERNANDEZ, LYONS, FARRISE & GREENWOOD

RE: Amy Hogan, et al. v. Alcoa Inc., et al.
Alameda County Superior Court Case No. RG04154680
(Consolidated with RG05103478)

MESSAGE: Deposition of J.A. Sexauer's PMK going forward on ,
Wednesday, October 18, 2006 at **9:00 a.m.** at Kazan
Office.

TRANSMITTING A TOTAL OF **4** PAGES INCLUDING THIS COVER PAGE. IF YOU DO NOT RECEIVE ALL OF THE
PAGES, PLEASE CALL AS SOON AS POSSIBLE AT (510) 465-7728.

IMPORTANT CALENDAR NOTICE
DEPOSITION - OCTOBER 18, 2006
START TIME - 9:00 a.m.

IMPORTANT/CONFIDENTIAL: This message contains information from the law firm Kazan, McClain, Abrams, Fernandez, Lyons & Farrise which may be privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify us immediately at our phone number set forth above, and we will be happy to arrange for the return of this message via United States Postal Services to us at no cost to you. Please do not disseminate, distribute or copy this communication. THANK YOU

* * * COMMUNICATION RESULT REPORT (OCT. 2. 2006 6:19PM) * * *

TTI KAZAN ET AL.

TRANSMITTED/STORED OCT. 2. 2006 5:33PM
FILE MODE OPTION

FILE MODE	OPTION	ADDRESS	RESULT	PAGE
6330	MEMORY TX	(G02) G3-AT:BASSI MARTINI	OK	4/4
		(G02) G3-AT:BERRY & BERRY	OK	4/4
		(G02) G3-AT:BURNHAM & BROWN	OK	4/4
		(G02) G3-AT:CARROLL BURDICK-SF	OK	4/4
		(G02) G3-AT:FOLEY & MANSFIELD	OK	4/4
		(G02) G3-AT:GLASPY & GLASPY	OK	4/4
		(G02) G3-AT:GORDON & REES	OK	4/4
		(G02) G3-AT:HAIGHT BROWN	OK	4/4
		(G02) G3-AT:HASSARD BONNINGTON	OK	4/4
		(G02) G3-AT:JACKSON & WALLACE-SF	OK	4/4
		(G02) G3-AT:LAW OFF J GREGORY	E-3) 3)	0/4
		(G02) G3-AT:LUCINDA STORM	OK	4/4
		(G02) G3-AT:LYNCH GILARDI	OK	4/4
		(G02) G3-AT:MARK ROSENTHAL	OK	4/4
		(G02) G3-AT:McKENNA LONG	OK	4/4
		(G02) G3-AT:MORGENSTEIN JUBELIRE	OK	4/4
		(G02) G3-AT:PRINDLE-SF	OK	4/4
		(G02) G3-AT:SEDGWICK DETERT	OK	4/4
		(G02) G3-AT:SELMAN BREITMAN	OK	4/4
		(G02) G3-AT:STEEFEL	OK	4/4
		(G02) G3-AT:STEPTOE & JOHNSON	OK	4/4
		(G02) G3-AT:THELEN - SF	OK	4/4
		(G02) G3-AT:TRAVIS & PON	OK	4/4
		(G02) G3-AT:WALSWORTH - SF	OK	4/4
		(G02) G3-AT:KASOWITZ	OK	4/4
		(G02) G3-AT:14152491001	OK	4/4

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTION**KAZAN, McCLAIN, ABRAMS, FERNANDEZ,
LYONS, FARRISE & GREENWOOD***A Professional Law Corporation*

171 Twelfth Street, Third Floor

Oakland, California 94607

(510) 465-7728 • (510) 893-7211

FAX: (510) 835-4913

e-mail: postmaster@kazanlaw.com

www.kazanlaw.com

FACSIMILE COVER SHEET

October 2, 2006

TO: All Defense Counsel **Fax No:** See Attached Service List

FROM: Paula Katayanagi, Secretary to Justin A. Bost
KAZAN, McCLAIN, ABRAMS, FERNANDEZ, LYONS, FARRISE & GREENWOOD

RE: Amy Hogan, et al. v. Alcoa Inc., et al.
Alameda County Superior Court Case No. RG04154680
(Consolidated with RG05103478)

MESSAGE: Deposition of J.A. Sexauer's PMK going forward on ,
Wednesday, October 18, 2006 at 9:00 a.m. at Kazan
Office.

TRANSMITTING A TOTAL OF **4** PAGES INCLUDING THIS COVER PAGE. IF YOU DO NOT RECEIVE ALL OF THE
PAGES, PLEASE CALL AS SOON AS POSSIBLE AT (510) 465-7728.

IMPORTANT CALENDAR NOTICE
DEPOSITION - OCTOBER 18, 2006
START TIME - 9:00 a.m.

IMPORTANT/CONFIDENTIAL: This message contains information from the law firm Kazan, McClain, Abrams, Fernandez, Lyons & Farrise which may be privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify us immediately at our phone number set forth above, and we will be happy to arrange for the return of this message via United States Postal Services to us at no cost to you. Please do not disseminate, distribute or copy this communication. **THANK YOU**

* * * COMMUNICATION RESULT REPORT (OCT. 3. 2006 10:41AM) * * *

TTI KAZAN ET AL.

TRANSMITTED/STORED OCT. 3. 2006 10:40AM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

6333 MEMORY TX

G3-AT:LAW OFF J GREGORY

OK

4/4

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTION**KAZAN, McCLAIN, ABRAMS, FERNANDEZ,
LYONS, FARRISE & GREENWOOD***A Professional Law Corporation*171 Twelfth Street, Third Floor
Oakland, California 94607
(510) 465-7728 • (510) 893-7211

FAX: (510) 835-4913

e-mail: postmaster@kazanlaw.com
www.kazanlaw.com**FACSIMILE COVER SHEET**

October 2, 2006

TO: All Defense Counsel **Fax No:** See Attached Service List

FROM: Paula Katayanagi, Secretary to Justin A. Bosl
KAZAN, McCLAIN, ABRAMS, FERNANDEZ, LYONS, FARRISE & GREENWOOD

RE: Amy Hogan, et al. v. Alcoa Inc., et al.
Alameda County Superior Court Case No. RG04154680
(Consolidated with RG05103478)

MESSAGE: Deposition of J.A. Sexauer's PMK going forward on ,
Wednesday, October 18, 2006 at 9:00 a.m. at Kazan
Office.

TRANSMITTING A TOTAL OF **4** PAGES INCLUDING THIS COVER PAGE. IF YOU DO NOT RECEIVE ALL OF THE
PAGES, PLEASE CALL AS SOON AS POSSIBLE AT (510) 465-7728.

IMPORTANT CALENDAR NOTICE
DEPOSITION - OCTOBER 18, 2006
START TIME - 9:00 a.m.

IMPORTANT/CONFIDENTIAL: This message contains information from the law firm Kazan, McClain, Abrams, Fernandez, Lyons & Farrise which may be privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify us immediately at our phone number set forth above, and we will be happy to arrange for the return of this message via United States Postal Services to us at no cost to you. Please do not disseminate, distribute or copy this communication. **THANK YOU**



With Over
1,000 New
Products!

MASTER CATALOG



NEED SERVICE FAST?
CALL TOLL FREE
800-434-1872



J.A. SEXAUER
P.O. BOX 600 WHITE PLAINS, NY 10602
LOUISVILLE, KY 40299

MASTER CATALOG

CONTENTS

General Index.....	II thru IX
Service Information & Terms.....	X thru XVIII

Section 0: Complete Faucets

Sexauer.....	0-1 thru 0-8
American Standard.....	0-9 thru 0-14
Chicago.....	0-15 thru 0-22
T & S Brass.....	0-23 thru 0-26
Valley Faucet.....	0-27, 0-28

Section 1: General Maintenance

Plumbing & Heating Repair Parts

Washer, Gaskets, Screws & Fasteners.....	1-2 thru 1-27
Replacement Faucets Handles & Index Buttons.....	1-28 thru 1-64
Bibb Seats.....	1-65 thru 1-73
Supply & Drain Tubing Repairs.....	1-75 thru 1-109
Heating System Repairs.....	1-110 thru 1-125

Section 2: Tools, Kits & Chemicals

Tools.....	2-2 thru 2-34
Cleaners, Lubricants, & Sealants.....	2-35 thru 2-42
Handy Andy Repair Assortments.....	2-43 thru 2-56

Section 3: Flushometer, Hospital Valve & Drinking Fountain Repairs

Pressure Flush Valve & Urinal Repairs.....	3-2 thru 3-48
Hospital Fittings Repairs.....	3-49 thru 3-72
Drinking Fountain Repairs.....	3-73 thru 3-92

Section 4: Lavatory Repairs

General Maintenance.....	4-2 thru 4-7
Lavatory Waste & Drain Repairs.....	4-7 thru 4-15
Repair Parts For OEM Lavatory Fittings.....	4-16 thru 4-74

Section 5: Kitchen & Utility Sink Repairs

General Maintenance.....	5-2 thru 5-21
Sink Waste & Drain Repairs.....	5-22 thru 5-28
Repair Parts For OEM Sink Fittings.....	5-30 thru 5-99

Section 6: Tub & Shower Repairs

General Maintenance.....	6-2 thru 6-10
Tub Waste & Drain Repairs.....	6-11 thru 6-31
Repair Parts For OEM Tub & Shower Fittings.....	6-32 thru 6-84

Section 7: Toilet & Tank Repairs

Bowl Repairs.....	7-2 thru 7-19
Flush Valve Repairs.....	7-20 thru 7-26
Ballcock Repairs.....	7-27 thru 7-41

Section 8: Accessories & Misc. Commercial & Institutional Repair Products

Bath Accessories, Soap Dispensers & Hardware.....	8-2 thru 8-15
Inlet Vacuum Breakers.....	8-16, 8-17
Freezeless Wall Faucets & Hydrants.....	8-18 thru 8-20
Lever & Rotary Waste Repairs.....	8-20 thru 8-23
Misc. Repair Items.....	8-24 thru 8-28

Section 9: Electrical Maintenance Products

COPYRIGHTED BY J.A. SEXAUER, 1983
All Rights Reserved



INDEX

U

	Page
UNION WASHERS	1-9
UNIVERSAL POWER GENERATOR	1-112
UNIVERSAL RUNDLE FLUSH VALVE	7-26
UNIVERSAL RUNDLE TANK LEVERS	7-23
URNAL GASKETS	7-14, 7-15
URNAL HIGH TANK FITTING	3-47
URNAL NUT WASHER	3-44
URNAL PLUGS	3-44
URNAL SCREENS	3-46
URNAL SPUD NUT	1-97
URNAL SPUDS	3-45, 7-17
URNAL STRAINERS	3-47

V

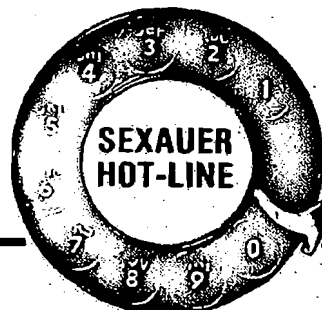
	Page
VACUUM BREAKERS, INLET	9-16, 9-17, 9-19
VACUUM BREAKERS, FLUSHMETER	3-6
VACUUM BREAKERS, SEXAUER	3-14, 3-29, 3-41
VACUUM BREAKERS, SEXAUER	3-6
VALLEY FITTINGS, COMPLETE	0-27, 9-28
VALVE DISC, BOILER	1-117
VALVE STEM BONNET PACKINGS, BOILER	1-119
VALVE STEM LUBE (LUBRICANT)	1-73, 2-49
VALVES, CONTROL	1-78, 1-97, 1-99
VALVES, HOSE BIBB	1-79
VALVES, ICE MAKER HUMIDIFIER	1-82
VALVES, IN-LINE	1-79, 1-96, 1-97
VALVES, SELF-PIERCING	1-82
VALVES, SHUT-OFF	1-79, 1-97, 1-99
VANDAL-PROOF AERATORS	5-3
VANDAL-PROOF SHOWER HEAD	6-2
VINYL HAND PUMP	2-27
VISIBLE STOCK CONTROL	See Cal. Info
VOLUME CONTROLS, D/F	2-79, 3-61, 3-83, 3-94, 3-97

W

	Page
WALL ANCHORS	1-29
WALL ARMS	1-191, 1-194, 1-197
WALL FLANGES	1-99
WALL MOUNT FITTINGS, INST. ERM.	See Fittings, Sink
WALL MOUNT SINK FITTINGS	See Fittings, Sink
WALL PLATES, ELECTRIC	9-12, 9-13
WASH POUNTAIN FOOT VALVE, BRIMLEY	4-29
WASHER ASSORTMENTS	2-44 thru 2-56
WASHER, CONTROL VALVE	1-99
WASHER, "FITS-ALL" SLIP JOINT	1-96
WASHER, LEATHER BLEEDER	1-9
WASHER, RETAINERS	1-3
WASHER, SHUT-OFF VALVE	1-99
WASHER, SINK FLANGE	5-25
WASHER, URINAL NUT	3-44
WASHERS, AERATORS	4-8, 5-5
WASHERS, BALLCOCK COUPLING	7-34
WASHERS, BALLCOCK SEAT	7-33
WASHERS, BASIN COCK	4-7
WASHERS, BASKET STRAINER COUPLING	5-24
WASHERS, BONNET	1-9
WASHERS, BRASS	1-9
WASHERS, CLEAN-OUT PLUG	1-183
WASHERS, CLOSE-COUPLED	7-16
WASHERS, CLOSET BOLT & SCREW	7-13

WASHERS, COUPLING	1-4
WASHERS, FIBRE	1-5
WASHERS, GENERAL ASSORTMENT	2-49
WASHERS, HOSE	1-9
WASHERS, LEATHER	1-5
WASHERS, LEATHER PUMP	1-9
WASHERS, PARKMASTER	1-3
WASHERS, PLASTIC	1-9
WASHERS, POLYETHYLENE SLIP JOINT	1-96
WASHERS, SCREW PIPE UNION	1-9
WASHERS, SEAT HINGE	7-12
WASHERS, SINK STRAINER COUPLINGS	5-24
WASHERS, SPECIFIC VALVES	1-19 thru 1-22
WASHERS, SPOUT SCREEN	4-8
WASHERS, SQUARE CUT SLIP JOINT	1-95
WASHERS, SWINGSPOUT POST	5-21
WASHERS, TANK	7-24
WASHERS, TRAP	1-103
WASHERS, UNION	1-9
WASHING MACHINE HOSES	1-94
WASTE & OVERFLOW BASKETS	6-15
WASTE & OVERFLOW PLATE ASSY.	0-12
WASTE ARM, CONTINUOUS	1-101
WASTE, LEVER	9-21, 9-22, 9-23
WASTE PIPE CLEANER	2-36
WASTE REPAIRS, BATH	6-11 thru 6-31
WASTE REPAIRS, LAVATORY	4-7 thru 4-15
WASTE REPAIRS, SINK	5-22 thru 5-28
WASTE, ROTARY	9-21, 9-22, 9-23
WATER COOLER TAP/PEACE	1-101
WATER HEATER RELIEF VALVE	1-112
WATER SAVERS	4-2, 5-2, 5-3
WATER WARDEN	3-6
WATER WATCHMAN, SLOAN	3-17
WATTS VACUUM BREAKERS	6-16
WAX BASKETS	7-10
WDE CARTRIDGE	3-92

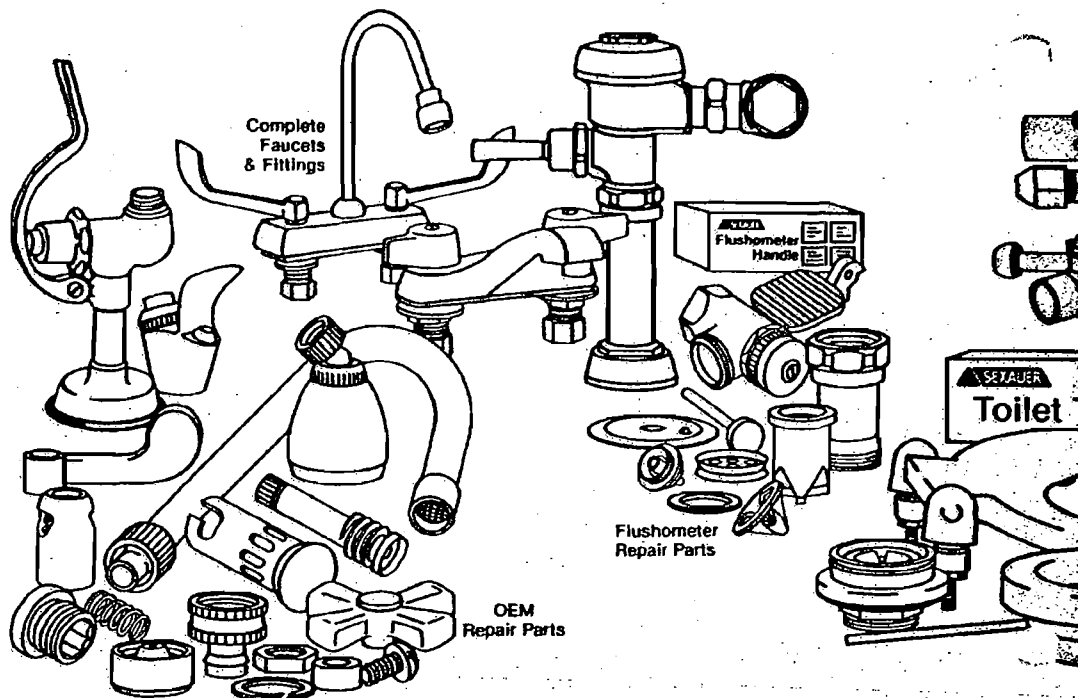
WHEEL HANDLE STOPS	3-30, 3-31, 3-42
WICKING, CANDLE	2-42
WIRE SPREAD FITTINGS	See Fittings
WIRE BRUSHES	2-21
"WIZARD" SHOWER HEAD, SLOAN	6-82
WOOD SCREWS	1-24
WOODFORD REPAIRS	9-18, 9-19, 9-29
WORK GLOVES	2-29
WRENCH, BASIN	2-9
WRENCH, BASKET STRAINER	5-25
WRENCH, CRANE	2-19
WRENCH, DELTA	2-19
WRENCH, ELECTRIC D/F	2-11
WRENCH, OPEN	2-11
WRENCH, PATCHET	2-9
WRENCH, ROTAL FLUSH VALVE	2-11, 3-17
WRENCH, SINK STRAINER	2-8, 9-26
WRENCH, SLOAN	2-11, 3-17
WRENCH, SPANNER, FOR STRAINER	2-9
WRENCH, SPUD INSIDE	2-9
WRENCH, SPUD OUTSIDE	2-9, 3-26
WRENCH, STRAINER	2-9
WRENCH, TOILET SEAT HINGE	2-9
WRENCH, UTILITY SEAT	2-9
WRENCHES	2-4 thru 2-11
WRENCHES, ALLEN	2-4, 2-6
WRENCHES, AMERICAN STANDARD	2-19
WRENCHES, EAST-GRIP	2-4
WRENCHES, KOHLER	2-19
WRENCHES, L/S BALLCOCK	7-36
WRENCHES, SEAT	1-71, 2-9
WRENCHES, SEAT HINGE NUT	7-19
WRENCHES, SPUD	2-4, 2-7, 7-19
WRENCHES, SEAT	2-9
WRENCHES, SHOWER VALVE SOCKET	2-6
WRENCHES, SHIPPY	2-4



GOT A PROBLEM?
NEED SERVICE FAST?

CALL TOLL FREE!

Nationwide. . . . (800)-431-1872
New York State . . (800)-742-1785



THE FIRST NAME IN PLUMBING REPAIR PRODUCTS OFFERS YOU THE LAST WORD IN PLUMBING REPAIRS

Dependable Quality From Us Means Fewer, More Effective Repairs For You

We're the Sexauer Company, the nation's largest and best known supplier of plumbing and heating repair and maintenance products. We have the parts you need to save labor, eliminate waste and give you the edge on more efficient and effective plumbing maintenance.

For over 60 years, we've built our reputation by helping people solve repair part problems, streamline their plumbing repair inventories and get the most out of every dollar spent on plumbing maintenance. Most of all, our reputation is built on getting you the dependable quality repair products you need, when you need them!

SEXAUER HAS THE REPAIR PARTS YOU NEED

Forget The Problems Of Locating Sources For Necessary Repair Items.

Sexauer has repair parts for thousands of different plumbing fittings, probably any fitting you can name. For Lavatory and Sink Faucets, Flushometers, Drinking Fountains, Knee & Pedal Valves, Toilets and many more, we're the one source who can fill all your requirements.

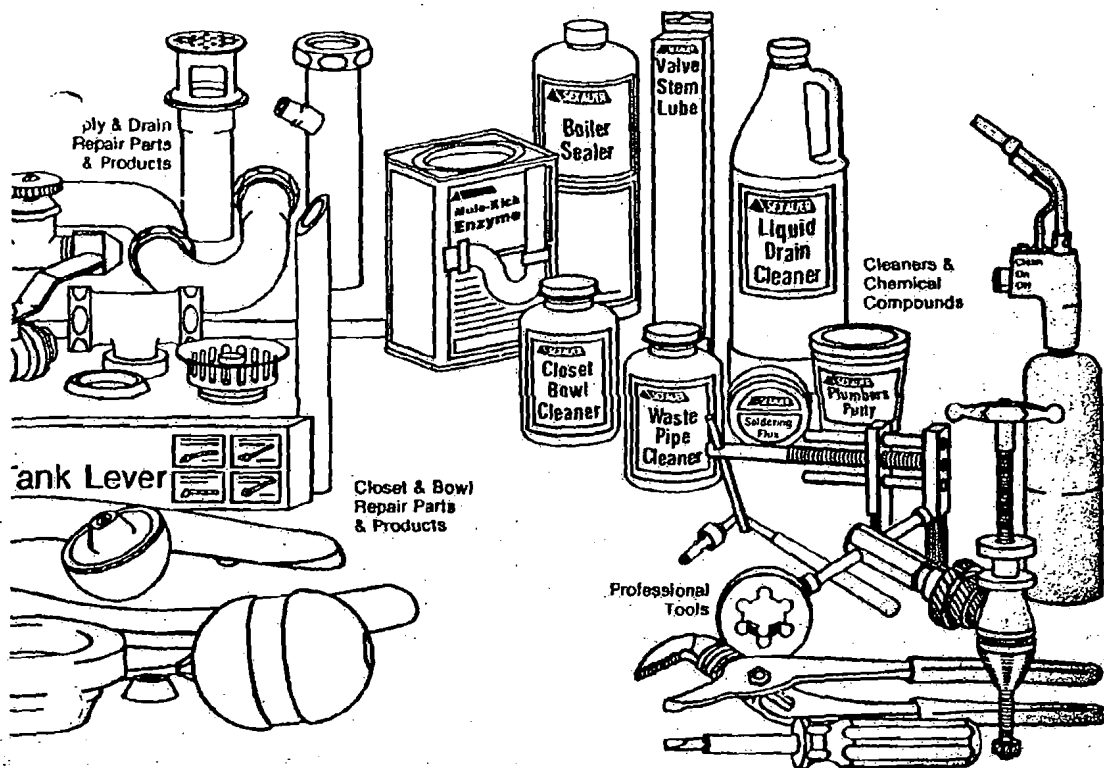
We also carry a full line of professional tools, convenient repair kits, industrial strength cleaners and more. Electrical repair devices, heating system repair parts, special plumbing and health code items, vandal resistant and special security items: We've got them, too!

They're All In Our Multi-Million Dollar Inventory

Our huge warehouse contains millions of parts. So, no matter what the repair job, we have the correct parts in stock right now, ready for immediate shipment.

Special Parts For Special Problems

If you ever have trouble locating a rare or obsolete item, our Special Parts people stand ready to help you find it. But whether the item you need is common, or is so obsolete that no one's ever seen it, we'll move mountains to help secure it for you.



SEXAUER GIVES YOU THE CONVENIENCE YOU WANT

Supplying And Managing Your Plumbing Repair Inventory Was Never Easier.

We've developed a plumbing repair supply system that has the whole industry talking. This is because Sexauer does it all: A nationwide sales network that offers regular inventory management service - an ordering and shipping system that gives you the fastest delivery possible - technical advice from experienced professionals - and much more.

We're As Near As Your Phone

Sexauer is your nearest source for plumbing repair parts and materials. Just pick up your phone and dial our toll free number. It's quick, it's easy and you'll be speaking with experienced and knowledgeable operators whose sole purpose is to assist you.

Our Catalog Goes One Step Further

It is the most recognized Catalog in the industry. In it you'll find over 800 pages of carefully depicted faucet and valve schematics, helpful maintenance tips and part descriptions - all laid out to help you easily find your needs. In fact, many vocational and plumbing trade schools use our Catalog in their classes. It's available free of charge to all of our customers.

SEXAUER SERVICE IS COMPLETE

Inventory Management Assistance

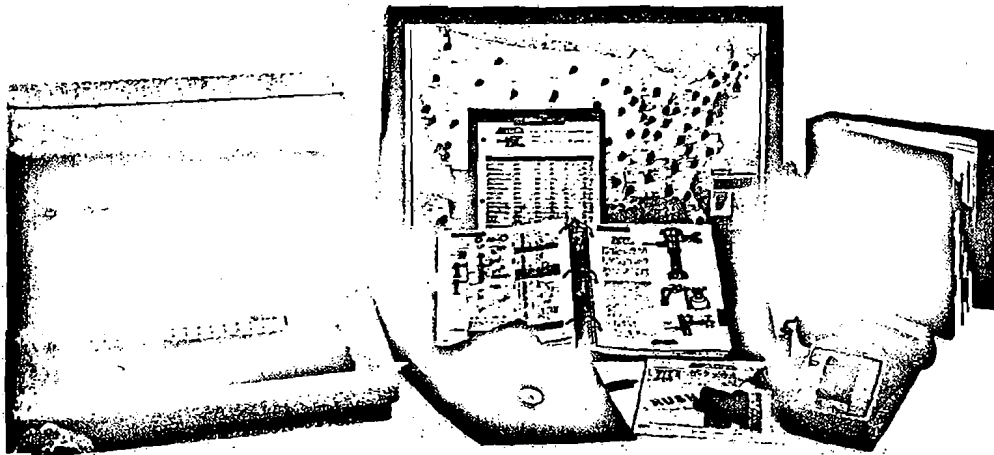
Throughout the nation, over 110 trained and experienced Sexauer representatives are available and ready to help you.

At no cost, your local representative will conduct a complete survey of each and every fitting under your maintenance schedule. He'll determine the age, make, repair record and the exact repair parts necessary for economic, effective repairs.

Working with you, he'll advise you of proper inventory levels that fit your space, your budget and your needs. Your Sexauer representative will continue to periodically service your stock to eliminate overstocking and shortages - that means fewer headaches for you!

And Technical Assistance, Too!

What happens when you run into a repair problem you've never handled, need a special tool or just some good advice? Simple, just ask a Sexauer representative. If he can't give you an answer right away, you can bet he'll try to find it for you.



FAST SERVICE IS THE SEXAUER RULE, NOT THE EXCEPTION

Most Orders Are Shipped Within 24 Hours.

With our huge inventory at your disposal, we can get the parts you need quickly.

The moment your order enters our order-entry system, our computer goes to work. It checks the parts, quantities, and any special handling you may require, verifies that your order is correct and flashes the information to our nationwide distribution center in Louisville, Kentucky. Our automated system then quickly processes your repair parts while our trained distribution people properly guide your order and continuously check it for accuracy.

Within 24 hours after we receive it, your order is on the way to you.

Toll Free Telephone Service

The easiest, quickest way to buy plumbing products. Dial our toll free number and within hours your order is being processed and prepared. Need a special "rush" order? Just tell our operators and they'll aid you anyway they can.



Main Offices: White Plains, New York

SEXAUER CAN HELP YOU SAVE MONEY

Quality Means Cost Savings

With few exceptions, the cost of repair parts is small when compared with the cost of installation. That's why Sexauer products are the best you can buy. They wear longer and need less frequent replacing. From our point of view, saving a few cents on a product that wears or breaks quickly doesn't make sense.

Efficiency Means Costs Savings

Efficient inventory control also saves money. By eliminating overstocking, Sexauer helps you control overbuying. And by helping you eliminate shortages, you can avoid paying a premium for parts needed in an emergency. You'll save time and transportation costs, too.

Conservation Means Cost Savings

Sexauer has a full line of water and energy saving products. We'll show you ways to get more out of less... ways to limit your water usage and your heating fuel bills.

Call Sexauer Toll Free
800-431-1872
 In NY State: 800-742-1785



Distribution Center:
Louisville, Kentucky

TERMS & CONDITIONS OF SALE

TERMS

MINIMUM ORDER INVOICE: \$10.00

2% Discount 10 days from Date of Invoice Net 30 days.

Invoices not paid according to terms are subject to MONTHLY SERVICE CHARGES OF 1% per month (which is an ANNUAL PERCENTAGE RATE of 12%.)

DELIVERY

Shipments are normally made via cheapest route. Delivery is contingent on government regulations, strikes and other circumstances beyond our control.

Orders "UNDER \$50.00" are shipped F.O.B. Louisville, Ky. Minimum \$1.50 shipping and handling charge.

Orders of "\$50.00 or MORE" are prepaid to destination within Continental United States.

CLAIMS, DEFECTS & DAMAGE

Claims for shortage must be made within 10 days after receipt of shipment, To J.A. Sexauer P.O. Box 1000, White Plains, N.Y. 10602. Items defective in manufacture will be replaced without charge.

Our liability is limited to the replacement of defective parts and does not extend to damages, or losses due to the use or inability to use, or failure to follow specific instructions in use of any of our products.

RETURNS

No returns permitted without our written authorization nor after 120 days from date of invoice. Returns so authorized must be made to 1800 Research Drive, Louisville, Ky. 40299.

When orders have been correctly filled, and unless defective material is involved, RETURNS ARE SUBJECT TO A 15% HANDLING CHARGE.

PRICES & TAXES

Prices and discounts are subject to change without notice. Unless otherwise agreed, all orders are accepted on the basis of "PRICES PREVAILING AT THE TIME OF SHIPMENT"

All local, state, federal or special taxes (including sales and use taxes) now or hereafter imposed, shall be paid by the buyer — unless an exemption certificate is on file with "Sexauer."

All orders subject to acceptance by

J.A. Sexauer

P.O. BOX 1000, WHITE PLAINS, NEW YORK 10602

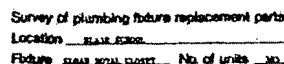


HOW TO ORDER

Print or type your order using your company's stationery or Purchase Order and include order number, date, your firm's name, address and zip code. If the shipping address differs from the billing address, please indicate this on the order. Specify items by catalog number, quantity, and description of item. Consult the terms and conditions of sales page for specific information regarding freight allowances, terms, etc. For C.O.D. orders please state C.O.D. on your order. When making payment with an order, please attach the check to your order form. Open accounts are subject to approval by our credit department.

ABBREVIATIONS USED IN CATALOG

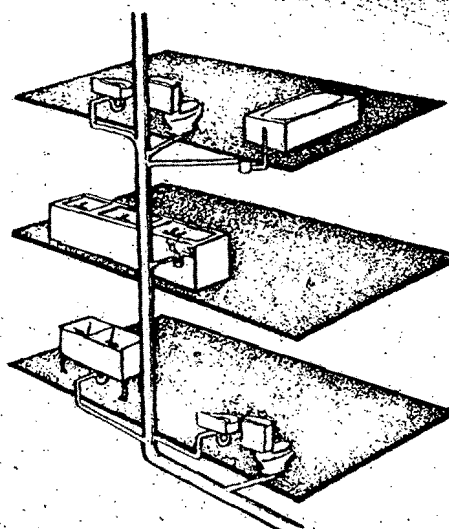
Adj.	Adjustable
AS	Asbestos
Assy	Assembly
BR	Brass
Cat.	Catalog
C.P.	Chrome Plate
Cplg.	Coupling
Dim.	Dimension
Disc.	Discontinued
DF	Drinking Fountain
Ext.	Extended
FB	Flare
FV	Flush Valve
Ga	Gauge
GJ	Ground Joint
Gskt.	Gasket
I.D.	Inside Diameter
Incl.	Includes
I.P.S.	Iron Pipe Size
Lav.	Lavatory
LE	Leather
Mfg.	Manufactured
N/A	Not Available
No(s)	Number(s)
NP	Nickel Plated
NS	Not Shown
O.D.	Outside Diameter
O.E.M.	Original Equipment Manufacturer
Perf.	Perforated
PL	Plastic
RB	Rough Brass
Reg.	Regulating
Req.	Required
Ret.	Retaining
RU	Rubber
S.J.	Silt Joint
Spec.	Special
T	Teflon®
Thr.	Thread
Va	Valve
Vac.	Vacuum
VP	Vandal-Proof
w/	With
Wa	Washer

[illegible]

The SEXAUER SURVEY provides a systematic and thorough guide to your repair needs. It establishes an intelligent stock level for each item in relative proportion to normal use. Often this Survey gives maintenance departments their first really clear picture of the many types and sizes of items essential to the efficiency of their maintenance program.

This copyrighted form insures detailed check of your future, eliminates guesswork, provides you with balanced stocks.

At no cost to you, an experienced Sexauer Technician checks your existing plumbing fixtures. Using this copyrighted Survey Form, he puts his skill and experience to work. Carefully, accurately, he completes an itemized picture of the exact sizes and types of replacement parts needed for all fixtures and connections. In this way, he determined the quantities of each that are subject to replacement.

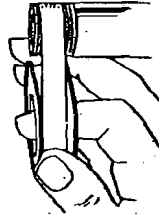
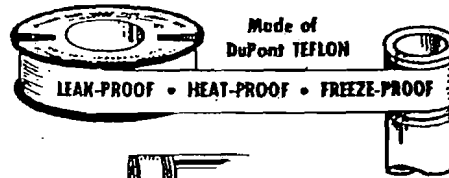


Every plumbing fixture under your maintenance program is checked.

CPSLO 006794

PACKING AND SEALANT MATERIALS

TEFLON® PIPE JOINT TAPE



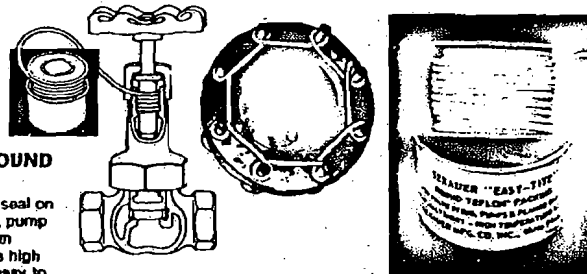
Thicker than
most other tapes.
Lasts longer.
Seals better.

SEXAUER "EASY-WRAP"® PIPE JOINT TAPE

It takes only seconds to wrap threads with this permanent, Teflon® Sealant. Remains pliable indefinitely and resists temperatures from -300°F to 500°F. Withstands pressure of thousands of pounds. Chemically inert and non-toxic. Tape is clean and economical. Makes lifetime joints for just pennies.

Cat. No.	Description	Length	Width	Packaged
068304	Pipe Joint Tape	540"	1/4"	Each or Carton/12 w/Plastic Spools
038729	Pipe Joint Tape	540"	1/2"	Each or Carton/12 w/Plastic Spools
Disc.	Pipe Joint Tape	540"	1/2"	Each or Carton/12 w/Metal Spools
068221	Pipe Joint Tape	180"	1/2"	Carton/12 w/Metal Spools
038802	Pipe Joint Tape	540"	3/4"	Each or Carton/12 w/Plastic Spools
088625	Pipe Joint Tape	1205"	1/2"	Each or Carton/12 w/Plastic Spools
Disc.	Pipe Joint Tape	540"	3/4"	Each or Carton/12 w/Metal Spools

TEFLON® ROUND PACKING



SEXAUER EASY-TITE® ROUND "NOODLE" PACKING

Compresses to make a positive seal on flanged pipe joints, valve stems, pump shafts, etc. Packing is made from chemically inert Teflon®. Resists high temperatures and is quick and easy to use.

Cat. No.	Description	Length	Diam.	Packaged
068555	Easy-Tite® Packing	28"	3/32"	Each or Carton/12 Spools
068563	Easy-Tite® Packing	15"	5/32"	Each or Carton/12 Spools

GRAPHITE ASBESTOS PACKING

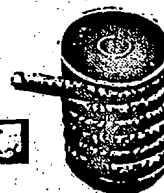
SEXAUER GRAPHITED ASBESTOS PACKING

For use in water, oil, steam, or air valves, rods, or shafts. Thoroughly graphited, lubricated packings are available in either twisted or braided form. Strands of twisted packing can be separated to make smaller packing.

Twisted



Braided



Cat. No.	Description	Type	Size	Weight	Packaged
119403	Graphite/Asbestos Packing	Braid	1/8"	1 lb.	Each/Spool
119411	Graphite/Asbestos Packing	Braid	3/16"	1 lb.	Each/Spool
119429	Graphite/Asbestos Packing	Braid	1/4"	1 lb.	Each/Spool
119437	Graphite/Asbestos Packing	Twist	1/16"	1 lb.	Each/Spool
119445	Graphite/Asbestos Packing	Twist	1/8"	1 lb.	Each/Spool
119452	Graphite/Asbestos Packing	Twist	1/4"	1 lb.	Each/Spool

Reg. U.S. Pat. Office
for DuPont's
Fluorocarbon Resins
® Reg. U.S. Pat.
Office

1983

SEXAUER

2-41

CHEMICALS

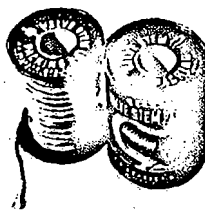
CPSLO 006795

PACKING AND SEALANT MATERIALS

TEFLON® ASBESTOS PACKING

SEXAUER PACKING OF TEFLON® - ASBESTOS

A packing of superior quality and versatility for valves, pumps and reciprocating and rotary shafts. Assures long lasting seal with low friction and cool-running shafts at speeds to 3600 R.P.M. Special combination of materials, is immune to most chemicals, oils, solvents, gases and water. Resist temperatures from -200°F to 500°F and is lubricated with pure mineral oil.



Cat. No.	Description	Type	Size	Length	Weight/Packaged
118450	Teflon® Asbestos Packing	Braided	1/8"	98'	1 lb./Spool
118478	Teflon® Asbestos Packing	Braided	3/16"	44'	1 lb./Spool
118486	Teflon® Asbestos Packing	Braided	1/4"	24'	1 lb./Spool
118494	Teflon® Asbestos Packing	Braided	5/16"	18'	1 lb./Spool
118502	Teflon® Asbestos Packing	Braided	3/8"	18'	1 lb./Spool
076422	Teflon® Asbestos Packing	Braided	1/2"	8'	1-1/2 lb./Spool
083931	Teflon® Asbestos Packing	Braided	5/16"	88'	5 lb./Spool
083949	Teflon® Asbestos Packing	Braided	3/8"	58'	5 lb./Spool
083956	Teflon® Asbestos Packing	Braided	1/2"	38'	5 lb./Spool
108670	Teflon® Asbestos Packing	Twisted	1/16"	458'	1 lb./Spool
108688	Teflon® Asbestos Packing	Twisted	1/8"	51'	1 lb./Spool
108696	Teflon® Asbestos Packing	Twisted	1/4"	35'	1 lb./Spool
108712	Teflon® Asbestos Packing	Twisted	5/16"	22'	1 lb./Spool

SEXAUER TREATED ASBESTOS YARN

Made of 3-strand, long staple asbestos, impregnated with waterproofing agent. For packing faucet and valve bonnets and all connections where resistance to heat is unimportant. Clean, convenient and economical.



Use No. 110437

Cat. No.	Description	Size	Length	Weight	Packaged
Disc.	Treated Asbestos Yarn	1/16"	78 yards	1/4 lb.	Each/Spool

SEXAUER SPECIAL ASBESTOS WICKING

Strands of heavy roving twisted together. Principally used for packing on hot water lines. When dipped in hot tallow or paraffin, it is excellent for cold water lines.



Use No. 110452

Cat. No.	Description	Size	Weight	Packaged
Disc.	Asbestos Wicking	1/4"	1/2 lb.	Each/Ball

CANDLE WICKING

SEXAUER CANDLE WICKING

Special Sea-Island long-fiber cotton with longer, tougher fibers than ordinary wicking.



Cat. No.	Description	Strands	Grade	Packaged
068361	Candle Wicking	12	Fine	Each/Ball
068370	Candle Wicking	7	Coarse	Each/Ball
068387	Candle Wicking	1	Fine	Each/Spool

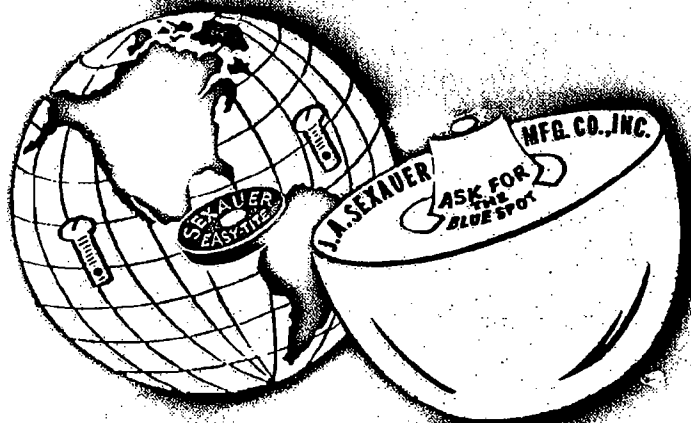
* Reg. U.S. Pat. Office for DuPont's Fluorocarbon Resins.

QUALITY PLUMBING AND HEATING SPECIALTIES

J.A. SEXAUER

MANUFACTURING CO., INC.

100 HAMILTON AVENUE, WHITE PLAINS, N.Y.



WORLD'S LEADING SUPPLIER
of
Plumbing and Heating Repair Parts
and
Patented Precision Tools

CATALOG
EDITION K



PLAINTIFF'S
EXHIBIT

10-12-06

TERMS & CONDITIONS OF SALE

All orders subject to acceptance by

J. A. Sexauer Mfg. Co., Inc.

THIS CATALOG
REMAINS THE PROPERTY OF
J. A. SEXAUER MFG. CO., INC.
AND IS SUBJECT TO RECALL

TERMS

Net Cash 30 days following the date of invoice.

DELIVERY

Delivery is contingent on government regulations, strikes and other causes beyond our control.

Shipments are regularly made via cheapest route. Orders under \$25 are F.O.B., White Plains, N. Y.

Orders of \$25 and over are prepaid to destination within continental United States.

EXCEPTION: Orders including "Mule-Kick" Cleaners, "Heat-Pep" Boiler Compounds or "Stay-Tite" Pipe Joint Cement, must be shipped via freight and total at least 160 lbs., to be prepaid.

SEE NOTATION AT BOTTOM OF PAGE 92 REGARDING SUCH ORDERS

CLAIMS, DEFECTS & DAMAGE

Claims for shortages must be made within 10 days after receipt of shipment.

Items defective in manufacture will be replaced without charge.

No claims for labor or consequential damage will be allowed.

RETURNS

No material shall be returned without permission.

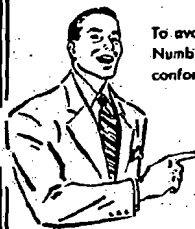
When orders have been correctly filled and unless defective material is involved, returns are subject to a minimum handling charge of 10% plus transportation.

PRICES & TAXES

Prices are subject to change without notice. Unless otherwise agreed, all orders are accepted on the basis of prices prevailing at the time of shipment.

All applicable local, state, federal or special taxes (including sales and use taxes), now or hereafter imposed, shall be paid by the buyer.

HOW TO ORDER



To avoid errors in shipments, orders should have both Catalog Number and Description of each item as listed in catalog. Please conform to standard package quantities indicated in catalog.

We Welcome Your Suggestions

We will appreciate any suggestions you have to offer on design change, material change etc. that you feel would enhance the value of any 'Sexauer' materials in meeting your requirements.



COPYRIGHT © 1964 J. A. SEXAUER MFG. CO., INC.

1

AIRS

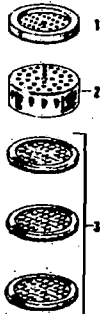
J. A. SEXAUER MFG. CO., INC.



QUALITY PLUMBING & HEATING REPAIRS

'SEXAUER' AERATORS

AERATORS WITH 15/16" THREAD

Cat. No. 7229 No. 1 Male
"Spring-Flo" UnitCat. No. 7260 No. 1 Female
"Spring-Flo" UnitCat. No. 7224 No. 2 Male
"Vandal-Proof" Aerator
Disc Key for Installing
is furnished with unitCat. No. 7226 No. 4 Female
Swivel Action AeratorREPAIR PARTS
FOR ALL 15/16" AERATORS

- 1 Cat. No. 7232 No. 2 Spring-Flo Screen (Self-Sealing Rim)
- 2 Cat. No. 7234 No. 1 Spring-Flo Perforated Metal Cap
- 3 Cat. No. 7231 No. 1 Spring-Flo Screen (Copper Rim - 3 used)

Cat. No. 7233
No. 1 Spring-Flo Rebuilding Kit
For all 15/16" Aerators
Includes above Repair Parts

SPRING-FLO SPOUT WASHERS

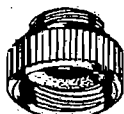
Cat. No. 5206 No. 2 Rubber
Cat. No. 7235 No. 2 Fibre

Required only on Adaptors

HOSE ADAPTORS

Cat. No. 7059
Male Hose Adaptor

Has Female Thread for attaching to faucet, and Male Thread for attaching a Female Hose Connection

Cat. No. 7058
Female Hose Adaptor

Has Male Thread for attaching to faucet, and Female Thread for attaching a Male Hose Connection

AERATORS WITH 13/16" THREAD

Cat. No. 7225 No. 3 Male
"Spring-Flo" UnitCat. No. 7376 Ventilator
For Speakman "Easy-Push"
Metering Lavatory FaucetREPAIR PARTS
FOR 13/16" AERATORS

- 1 Cat. No. 7229 No. 2 Spring-Flo Screen (Self-Sealing Rim)
- 2 Cat. No. 7229 No. 3 Spring-Flo Perforated Metal Cap
- 3 Cat. No. 7227 No. 3 Spring-Flo Screen (Copper Rim - 3 used)

Cat. No. 7236 No. 3 Spring-Flo Rebuilding Kit
For 13/16" Aerators. Includes above Repair Parts.

FOR CHICAGO FAUCETS

Cat. No. 7055 Chicago
"Spring-Flo" Adaptor
Permits use of 15/16" Female
Aerator on Chicago Faucets.Cat. No. 7048 Chicago Aerator Complete
An assembly of #1 Female Spring-Flo
Unit and Chicago Spring-Flo Adaptor.

Cat. No. 7245 Chicago "Soft-Flo" Repair Set
Includes all the parts listed below



- A - Asbestos Gasket
- B - Disc (Many Holes)
- C - Rubber Gasket
- D - Disc (Few Holes)
- E - Screens (3)
- F - Metal Ring (2)

Cat. No. 7057
Laboratory Faucet Adaptor
Permits use of Female Aerator to
replace a serrated hose nozzle.

'SEXAUER'
ANTI-SPLASH SPRINGS

Fit any spout.
Easy to install

Cat. No. 5214
No. 1 Sectional SpringCat. No. 5215
No. 2 Corrugated Spring

POST

The 'SEXAUER-SYSTEM' of Standardized Repairs



As Advertised in "THE SATURDAY EVENING POST"

31

CPSLO 006839

J. A. SEXAUER MFG. CO., INC.



QUALITY PLUMBING & HEATING REPAIRS

J. A. S

NEED A CERTAIN SIZE FIBRE OR ASBESTOS WASHER? Such "Sexauer" Washers are listed below in the order of their outside diameter so that you can quickly locate a size that will meet your requirements.

'SEXAUER' FIBRE WASHERS

SPECIFY ON ORDERS MERELY BY WASHER NO.
It is not necessary to list dimensions.

FROM 3/16" TO 3/4"

Washer No.	Cat. No.	O.D.	I.D.	Thick.
5-75	5534	5/16"	13/64"	1/32"
6-75	5640	7/16"	1/4"	1/32"
7-75	5176	15/32"	3/8"	1/32"
8-75	5619	9/16"	1/4"	1/16"
9-75	5263	9/16"	5/8"	1/32"
10-75	5656	5/8"	7/16"	3/84"
11-75	5864	7/8"	3/8"	3/32"

FROM 3/4" TO 1"

12-75	6861	3/4"	7/16"	1/16"
13-75	7235	13/16"	5/8"	1/32"
14-75	7307	27/32"	7/16"	1/32"
15-75	5883	27/32"	1/2"	3/32"
16-75	5118	27/32"	25/32"	1/16"
17-75	5967	7/8"	23/32"	1/8"
18-75	7152	7/8"	23/32"	1/16"
19-75	6700	29/32"	5/8"	1/16"
20-75	6653	59/64"	3/4"	1/16"
21-75	5866	15/16"	9/16"	3/32"
22-75	7154	15/16"	13/16"	1/16"
23-75	5358	15/16"	49/64"	1/16"
24-75	6456	31/32"	5/8"	1/16"
25-75	6716	31/32"	3/4"	1/16"
26-75	6862	63/64"	21/32"	1/16"
27-75	5941	63/64"	3/4"	1/16"

FROM 1" TO 1-1/4"

28-75	5119	1"	13/16"	1/16"
29-75	5117	1"	7/8"	1/16"
30-75	5211	1-1/32"	49/64"	1/32"
31-75	5476	1-1/32"	57/64"	1/16"
32-75	5107	1-3/64"	7/8"	1/16"
33-75	5219	1-3/64"	59/64"	1/84"
34-75	5149	1-3/64"	35/16"	1/16"
35-75	5659	1-1/16"	53/64"	1/16"
36-75	5615	1-1/16"	57/64"	1/32"
37-75	5057	1-1/16"	59/64"	1/32"
38-75	7251	1-1/16"	15/16"	3/64"
39-75	5617	1-3/32"	31/32"	1/16"
40-75	5213	1-7/64"	57/64"	3/64"
41-75	6711	1-1/8"	11/16"	1/16"
42-75	5359	1-1/8"	7/8"	1/16"
43-75	5618	1-1/8"	29/32"	1/32"
44-75	5189	1-1/8"	59/64"	1/16"
45-75	6899	1-11/64"	3/4"	1/16"
46-75	6713	1-3/16"	3/4"	1/16"
47-75	6893	1-3/16"	27/32"	1/16"
48-75	5111	1-3/16"	7/8"	1/16"
49-75	5446	1-5/16"	1-3/64"	1/32"
50-75	5112	1-7/32"	1-3/64"	1/32"
51-75	5568	1-15/64"	1"	1/16"

FROM 1-1/4" TO 1-1/2"

52-75	5716	1-1/4"	29/32"	1/16"
53-75	6122	1-1/4"	59/64"	5/64"
54-75	6126	1-1/4"	1"	1/16"
55-75	5115	1-1/4"	1-1/16"	5/64"
56-75	5362	1-1/4"	1-3/32"	1/16"
57-75	6713	1-17/64"	13/16"	1/16"
58-75	5116	1-9/32"	1-5/32"	1/32"
59-75	5975	1-11/32"	1-13/64"	1/32"
60-75	6715	1-25/64"	29/32"	1/16"
61-75	6132	1-27/64"	1-1/4"	3/32"
62-75	5916	1-7/16"	1-5/32"	1/32"
63-75	6131	1-7/16"	1-5/16"	3/32"
64-75	6144	1-15/32"	1-3/4"	1/16"

FROM 1-1/2" TO 2"

Washer No.	Cat. No.	O.D.	I.D.	Thick.
65-75	6717	1-1/2"	1-1/8"	1/16"
66-75	6369	1-1/2"	1-9/32"	1/32"
67-75	6816	1-1/2"	1-9/32"	1/16"
68-75	6716	1-33/64"	1-1/32"	1/16"
69-75	6118	1-17/32"	1-31/64"	1/32"
70-75	5323	1-19/32"	1-3/8"	1/16"
71-75	6127	1-39/64"	1-19/64"	5/64"
72-75	4719	1-5/8"	1-1/8"	1/16"
73-75	5012	1-5/8"	1-13/32"	1/16"
74-75	6125	1-21/32"	1-25/64"	1/16"
75-75	6134	1-45/64"	1-1/2"	1/16"
76-75	6133	1-23/32"	1-7/16"	3/32"
77-75	6117	1-3/4"	1-5/8"	3/32"
78-75	6865	1-3/4"	1-7/16"	1/16"
79-75	6719	1-55/64"	1-7/8"	1/16"
80-75	7406	1-29/32"	1-11/16"	3/64"

FROM 2" UP

81-75	7756	2"	1-6/16"	1/32"
82-75	6726	2"	1-1/2"	1/16"
83-75	6721	2-5/32"	1-6/8"	1/16"
84-75	6722	2-7/32"	1-13/16"	1/16"
85-75	6125	2-1/4"	1-15/16"	3/32"
86-75	7757	2-3/8"	1-17/32"	1/32"
87-75	6723	2-7/16"	1-29/32"	1/16"
88-75	5676	2-15/16"	2-3/4"	1/32"
89-75	5937	3-1/8"	1-61/64"	1/16"
90-75	5641	3-5/8"	2-3/4"	1/16"
91-75	5856	3-3/32"	1-13/16"	1/32"
92-75	6416	4-1/2"	3-3/8"	1/16"
93-75	6415	4-13/16"	3-27/32"	1/16"

'SEXAUER' ASBESTOS WASHERS

SPECIFY ON ORDERS MERELY BY WASHER NO.
It is not necessary to list dimensions.

Washer No.	Cat. No.	O.D.	I.D.	Thick.
2-AS	7393	3/4"	1/2"	1/16"
4-AS	3797	13/16"	1/2"	3/32"
5-AS	5477	7/8"	7/16"	1/16"
6-AS	7258	7/8"	19/32"	1/16"
7-AS	7427	7/8"	3/4"	1/32"
8-AS	5192	57/64"	3/4"	1/16"
9-AS	7187	15/16"	7/16"	1/16"
10-AS	5364	31/32"	25/32"	3/32"
11-AS	5185	1"	13/16"	1/16"
11A-AS	7639	1-1/32"	7/8"	1/16"
12-AS	5338	1-3/64"	53/64"	1/16"
13-AS	5619	1-5/64"	25/32"	3/32"
14-AS	5635	1-3/32"	13/16"	1/32"
15-AS	5119	1-1/8"	31/32"	1/16"
16-AS	5616	1-9/64"	45/64"	3/32"
17-AS	7289	1-5/32"	13/16"	1/16"
18-AS	5212	1-3/16"	59/64"	1/16"
19-AS	5618	1-3/16"	1"	1/32"
19A-AS	7038	1-7/32"	1-1/16"	1/16"
20-AS	5299	1-11/32"	57/64"	1/16"
21-AS	7293	1-3/8"	19/32"	1/16"
22-AS	7296	1-3/8"	19/32"	1/16"
23-AS	7644	1-3/8"	1-1/8"	1/32"
24-AS	6889	1-1/2"	1-1/16"	1/16"
25-AS	7634	1-1/2"	1-5/16"	1/16"
26-AS	7328	1-9/16"	1-3/8"	1/32"
27-AS	7381	1-19/32"	1-3/16"	1/16"
28-AS	5306	1-11/16"	1-7/16"	3/64"
29-AS	7631	1-3/4"	1-7/16"	3/32"
30-AS	8336	1-49/64"	1-5/16"	1/32"
31-AS	6276	1-29/32"	1-1/2"	1/32"
32-AS	7396	2-1/4"	2"	3/64"
33-AS	7429	2-7/16"	2-6/32"	1/16"
34-AS	5266	2-3/4"	2-1/2"	1/16"
35-AS	5613	2-27/32"	2-5/8"	1/16"
36-AS	5268	3-1/2"	3-1/8"	1/16"
37-AS	5270	4-1/4"	4"	1/16"

The 'SEXAUER-SYSTEM' of Standardized Repairs



As Advertised in "THE SATURDAY EVENING POST"

The 'SEXAUER'

J. A. SEXAUER MFG. CO., INC.



QUALITY PLUMBING & HEATING REPAIRS

J. A.

'SEXAUER' "EZY-OFF" NUT LOOSENER

A DIFFERENT AND BETTER PENETRATING OIL

PENETRATES - CLEANS - LUBRICATES - PRESERVES

"A little goes a long way."

QUICK ACTING - ECONOMICAL - SAVES TIME - SAVES COSTLY PARTS

Will free any "nized" metal parts caused by:

Rust	Corrosion	Red Lead	Paint	Shellac
Scale	Gum Residue	White Lead	Dirt	Carbon

"Ezy-off" Nut Loosener is a special formula of chemicals and oils blended to provide exceptional penetrating and solvent properties. Free from alkalis or harmful acids. It can be safely used on the finest mechanisms when used according to directions. Capillary action draws the oil into frozen threads or parts, making an EZY-OFF job.

"Ezy-off" in Aerosol Cans is easier to use and more economical, especially in places difficult to reach with a Spout Can. The "spray" can be directed to affected parts more quickly, easily and effectively - and thus not only saves time but avoids a great deal of needless waste.



LIQUID FORM
Cat. No. 6834 1 Pint. Can



Cat. No. 6834 Aerosol Can
11 Fluid Ounces

Packaged 24, 12 and 6

'SEXAUER' SOLDERING COMPOUND

CLEANS AS IT FLUXES

Non-Corroding Non-Acid Non-Discoloring

Meets Federal Specification
No. O-P-506B, Type I, Form A



Cat. No. 6833 4 oz. Can
Cat. No. 6832 1 lb. Can

Packaged 48, 24 and 12

A dependable, quick-acting flux for use on sweat fittings or any soldering job; also for tinning prior to wiping joints.

'SEXAUER' WICKINGS GRAPHITED ASBESTOS STEM PACKINGS

Wrapped on a metal spool encased
in protective outer metal shield.



BRAIDED PACKING
1/2 lb. Spool

Cat. No. 6824 1/8"

Cat. No. 6825 3/16"

Cat. No. 6826 1/4"

TWISTED PACKING
1/2 lb. Spool

Cat. No. 6827 1/8"

Cat. No. 6828 3/16"

Cat. No. 6829 1/4"

Each individual strand, whether braided or twisted, is thoroughly graphite-lubricated prior to forming the finished packing. For use on water, steam, air or oil valves - rods or shafts. Strands of Twisted Packing can be separated to make smaller packings.

Packaged 12, 6 and 3

"STAY-TITE" PORCELAIN CEMENT

CLEANS AS IT FLUXES



Cat. No. 6847 2oz. Can

For repairing chips in Enamelware, Porcelain, Tile etc., re-setting Tile on Marble and for filling cracks between fixtures and walls.

Packaged 12, 6 and 3

SPECIAL ASBESTOS WICKING

Cat. No. 6833 1/2 lb. Balls



Made from strands of heavy roving twisted together. Principally used for packing on hot water lines. When dipped in hot tar or paraffin, it also is excellent for use on cold water lines.

Packaged - 12 Balls

TREATED ASBESTOS YARN

CLEAN-CONVENIENT-ECONOMICAL



Cat. No. 6834 1/4 lb. Spools
1/16" Dia. - approx. 70 Yds.

Made of 3-strand long-staple asbestos, impregnated with special waterproofing agent. For packing faucet or valve bonnets and all connections where resistance to heat is not of major importance.

Packaged - 1 Dozen Spools

"STAY-TITE" PORCELAIN GLAZE

CLEANS AS IT FLUXES



Cat. No. 6848 2oz. Can

For repairing cracked Enamelware, Tile etc. and for glazing after making a repair with Porcelain Cement.

Packaged 12, 6 and 3

"MAKE-TITE" CANDLE WICKING

IN HANDY SPOOL CONTAINERS



Cat. No. 6836 "A" Balls
12-Strand FINE

Cat. No. 6837 "B" Balls
7-Strand COARSE

Cat. No. 6838 "AAA" Balls
2-Strand FINE

Special Sea Island long-fibre cotton with longer, tougher fibres than in ordinary wicking. Insures tight seal.

Packaged - 40 Balls to Bag



Cat. No. 6835 "A" Spools
Single Strand FINE

Made of No. 1 single strand, long-fibre cotton, specially twisted for use on brass and iron pipe threads. It unwinds from spool as you wrap it on the threads.

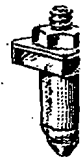
Packaged - 1 Dozen Spools

The 'SEXAUER-SYSTEM' of Standardized Repairs



As Advertised in "THE SATURDAY EVENING POST"

The 'SEX



Multi
Cat. No.
Control



A leaky
easily r

HO



Cat. No.
Opens w/
screw dr
air valv

'SEX



The 'SEX

RECEIVED OCT 14 1987



1 MARY McLAIN, ESQ.
2 LAW OFFICES OF GLASPY & GLASPY
3 Civic Executive Center
4 201 North Civic Drive, Suite 245
5 Walnut Creek, CA 94596
6 Telephone: (415) 947-1300

7 Attorneys for Defendant, GARLOCK INC

8 CALIFORNIA SUPERIOR COURT
9 CITY AND COUNTY OF SAN FRANCISCO
10 DEPARTMENT NUMBER FIVE

11) NO:
12)
13 In Re: Complex Asbestos)
14 Litigation) RESPONSES OF DEFENDANT GARLOCK -
15) INC TO GENERAL ORDER NO: 29
16) INTERROGATORIES
17)
18)
19)

20 TO: ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

21 Defendant GARLOCK INC, a corporation, responds to San
22 Francisco General Order No. 29 Interrogatories as follows:

23 ANSWER TO INTERROGATORY NO. 1:

24 Donald E. O'Keefe, Esq.
25 Assistant Secretary,
26 Garlock Inc (since 1975)
27 430 Park Avenue
28 New York, NY 10022

ANSWER TO INTERROGATORY NO. 2:

Garlock Inc is an Ohio corporation with its corporate offices at 430 Park Avenue, New York, New York 10022, and a principal place of business at 1666 Division Street, Palmyra, New York 14522.

The Garlock Packing Company was originally incorporated in New York on March 27, 1905. On April 25, 1960, the name was changed to Garlock Inc. On March 3, 1975, a Delaware corporation with the same name was incorporated and on May 12, 1975, the New York corporation was merged into the Delaware corporation. On November 25, 1975, Colt Industries of Ohio was incorporated in the State of Ohio and on January 28, 1976, Garlock Inc was merged into Colt Industries of Ohio which immediately changed its name to Garlock Inc.

1 Finished compressed asbestos sheet is either cut into
2 gaskets by Garlock or sold for use by others in cutting gaskets.
3 Garlock's flexible and durable gasketing material is handled,
4 installed and removed in all intended applications without
5 releasing meaningful quantities, if any, of asbestos fibers into
6 the air. Garlock's compressed asbestos sheets and gaskets are
7 treated with an anti-stick releasing agent which reduces any
8 tendency of the gaskets to adhere to pipe flanges during removal
9 and replacement. This anti-stick agent facilitates the removal of
old gaskets without generating dust. Other Garlock products come
in specific sizes for application and do not generally require
modification before or during application or use. Garlock states
further that from ninety-five percent to ninety-eight percent of
its asbestos-containing products have been made only with
chrysotile asbestos fiber and that the remaining two percent to
five percent of such products have been made with crocidolite
asbestos fiber.

10 Introduction, improvement, modification and discontinuance
11 of styles of all kinds has been a continuing process at Garlock.
12 Over the years, Garlock has discontinued the manufacture and sale
13 of numerous styles of asbestos-containing products. The reasons
14 were basically economic in that the market for the particular
15 product was such that the manufacture and sale was not
16 profitable. Also, as new and better products have introduced,
17 older products have become obsolete and unprofitable.

18 The records necessary to provide the additional masses of
19 detailed information required in this interrogatory, have mostly
20 been destroyed in accordance with Garlock's longstanding reten-
21 tion and destruction policy. A copy of the current policy is
22 attached as Exhibit "A".

23 ANSWER TO INTERROGATORY NO. 11:

24 Not applicable.

25 ANSWER TO INTERROGATORY NO. 12:

26 Garlock has applied customer branding to gasketing material
27 purchased by private brand accounts. Such accounts have included
28 the Anchor Packing Company, Drew Chemical Corporation, Honest
George Header Gasket, J.A. Sexauer, Sepco Corporation and
Vellumoid, Inc. Garlock has no record, knowledge, or recollection
of any specific "rebranding agreements".

29 ANSWER TO INTERROGATORY NO. 13:

30 Garlock has, from time to time, purchased asbestos contain-
31 ing products from others for sale under the GARLOCK label.
32 Garlock has no record, knowledge, or recollection of any specific
33 "rebranding agreements".

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

DATED: 10/29/52

GLASPY, ELLIOTT, CREECH,
McMAHON & REED

By

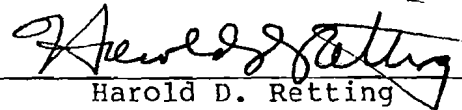
David M. Glaspy

VERIFICATION

I, Harold D. Retting, am an officer of Garlock Inc, a defendant in the above-entitled matter; I have read the foregoing further responses of defendant, Garlock Inc to plaintiff's interrogatories (first set) and know the contents thereof; that the same is true of my own knowledge, except as to the matters which are therein stated on information or belief, and to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Oct 25, 1982, at Long View, Texas.


Harold D. Retting

GABRIEL A. JACKSON, State Bar No. 98119
PETER K. RENSTROM, State Bar No. 148459
ANA T. PORTILLO, State Bar No. 206193
JACKSON & WALLACE LLP
55 Francisco Street, 6th Floor
San Francisco, CA 94133
Tel: 415.982.6300
Fax: 415.982.6700

Attorneys for Defendant
J.A. SEXAUER MANUFACTURING, INC.



IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

AMY HOGAN, et al.,

Plaintiff,

v.

ALCOA INC., et al.,

Defendant.

Case No. G04154680

**J.A. SEXAUER'S FIRST AMENDED
RESPONSES TO PLAINTIFFS'
INTERROGATORIES, SET ONE**

PROPOUNDING PARTY:	Plaintiff, AMY HOGAN, et al.
RESPONDING PARTY:	Defendant, J.A. SEXAUER MANUFACTURING CO., INC.
SET NUMBER:	ONE

GENERAL OBJECTIONS AND RESERVATIONS

1. The defendant is a plumbing supplier. Since the complaint and discovery to date fails to identify the specific DEFENDANT'S product which is alleged to have caused or contributed to his injury and the period involved, this defendant objects to the interrogatories as being unduly burdensome, oppressive, over broad, designed to cause this defendant unnecessary time and expense, and not reasonably calculated to lead to the discovery of admissible evidence and outside the scope of discovery.
2. Defendant objects to plaintiff's interrogatories to the extent that they seek information which is subject to the attorney-client privilege and/or is protected by the attorney work product doctrine.

- 1 3. Defendant objects to plaintiff's interrogatories to the extent that they seek
2 information that is not within the personal knowledge of DEFENDANT'S current
3 employees.
- 4 4. Defendant objects to plaintiff's interrogatories as overly broad and unduly
5 burdensome and oppressive in that to date no plaintiff or product identification
6 witness has identified any asbestos-containing product of defendant at any specific
7 job site.
- 8 5. Defendant objects to these interrogatories on the grounds that they are unduly
9 burdensome in that they seek to require defendant to: (a) provide information
10 other than that which may be obtained through a reasonably diligent search of its
11 records; (b) respond other than in accordance with the applicable rules; (c) locate
12 or interview former employees, insurance carriers, consultants or any other person
13 not presently employed or engaged by defendant (d) respond to any aspect of an
14 interrogatory not described with reasonable particularity by the express language
15 of the interrogatory; (e) provide an expert opinion which is beyond the scope of
16 DEFENDANT'S knowledge or obligation to respond; or (f) provide information
17 which is equally as available to plaintiff as it is to defendant
- 18 6. Defendant further objects to these interrogatories on the grounds that they are
19 irrelevant and overly broad in time and scope in that they seek to require defendant
20 to respond to questions about (a) products other than the products at issue in these
21 actions; (b) dates outside of the period at issue in these actions; (c) non-employees
22 of defendant; and (d) persons and other matters having no connection with
23 defendant or this litigation. Inquiry into such areas is neither relevant nor
24 reasonably calculated to lead to the discovery of relevant, admissible evidence.
- 25 7. Defendant objects to these interrogatories on the grounds that they are vague,
26 unintelligible, nonspecific and/or that they use undefined terms capable of more
27 than one interpretation or which require defendant to speculate as to the specific
28 information demanded by plaintiff, thereby, rendering the interrogatories as
propounded incapable of being answered precisely.
8. Defendant objects to these interrogatories on the grounds that they are redundant,
argumentative, inflammatory or otherwise unfair and, in addition, they assume
facts not in evidence in these actions.
9. Defendant objects to these interrogatories on the ground that they are overly broad
and unduly oppressive and harassing in time and scope, in that they designate
extensive periods of time or request information without limiting or specifying the
time period or facts to the time/facts alleged by the plaintiffs. As a result of
plaintiffs' failure to specify the relevant time period, many of the discovery
requests fail to distinguish relevant from irrelevant matter. Many of the
interrogatories call for defendant to provide a response concerning events and
records spanning a period of more than seven decades.

- 1 10. Defendant also objects to these interrogatories on the ground that they assume the
2 truth of matters not in evidence, and on the ground that they seek information
3 which is not relevant to the subject matter of this litigation and not reasonably
4 calculated to lead to the discovery of relevant, admissible evidence.
- 5 11. Defendant does not concede that any of its responses to these interrogatories are or
6 will be deemed admissible evidence at the trial or any of these actions, and
7 defendant does not waive any objection or privilege on any ground, whether or
8 not asserted herein, to the use of any such response at trial.
- 9 12. Defendant objects to plaintiffs' interrogatories to the extent that they seek
10 disclosures of information generated by persons other than defendant that has
11 come into the possession of DEFENDANT'S counsel during the course of
12 discovery and trial preparation in asbestos-related litigation.
- 13 13. These general objections are explicitly made a part of and incorporated by
14 reference into each response hereinafter provided, regardless of whether each such
15 individual response so states.

16 Without waiver of any of the foregoing objections, defendant states as follows:

17 **INTERROGATORY NO. 1:**

18 Please IDENTIFY each individual who provided information for the preparation of
19 DEFENDANT'S responses to these interrogatories.

20 "IDENTIFY" shall refer to the full name, current or last known address, and telephone
21 number, and if individual is or was an employee of DEFENDANT, all job titles, of the named
22 individual(s) or entity(ies).

23 "DEFENDANT" shall refer to defendant J.A. Sexauer Manufacturing Co., Inc., and to its
24 parent entities, predecessors, subsidiaries, divisions, and contract units.

25 **ANSWER:** Defendant objects to this interrogatory on the ground that it attempts to
26 identify specific individuals who provided these answers. No specific individual may be the
27 source of any particular answer since they are most frequently the result of the recollections of
28 events going back over forty years and which have been reconstructed by counsel. Accordingly,
this interrogatory may seek to inquire into matters involving the attorney-client communications
and attorney and work product privileges. Without waiving any objection, defendant states:
defense counsel prepared these answers with information supplied by personnel from defendant,

1 including: Carmelo Sbezzi, former Vice President for Sales and Purchasing, 222 Martling Ave.
2 Apt. 4P, Tarrytown, NY 10591.

3 **INTERROGATORY NO. 2:**

4 Please describe fully all INVESTIGATIONS undertaken by DEFENDANT to obtain the
5 information sought in this set of interrogatories.

6 "INVESTIGATIONS" shall refer to all research, interviews, review, communications and
7 other efforts to obtain information.

8
9 **ANSWER:** See response to Interrogatory No. 1. Mr. Sbezzi who was employed by
10 J.A. Sexauer during the relevant period, sought to determine who the sales representatives were
11 and the records of sales made in the San Francisco Bay Area by interviewing current and former
12 employees and relying on his own knowledge. Mr. Sbezzi has spoken to Frank O'Connell, Vice
13 President of Sales; Lloyd Inana, regional manager; Clint Carmichael, salesman; John Contos,
14 retired regional manager; Gil Silva, retired President of J.A. Sexauer.
15

16 **INTERROGATORY NO. 3:**

17 Please set forth fully DEFENDANT'S RECORD RETENTION POLICY.

18 "RECORD RETENTION POLICY" shall refer to any policy pursuant to which
19 DEFENDANT'S DOCUMENTS are maintained or destroyed, including the legal and financial
20 basis for deciding how long to retain documents, the period of time required and what categories
21 of documents are subject to DEFENDANT'S document retention policy.

22 "DOCUMENTS" shall refer to all manually, mechanically or electronically written or
23 recorded audio or visual materials and computer files known to defendant, including but not
24 limited to databases, electronic mail messages, financial data, spreadsheets, accounting system
25 information, indices of computer records, correspondence, memoranda, telegrams, notations,
26 records, receipts, invoices, bills, purchase orders, sales records, delivery records, shipping
27 manifests, bids, contracts, contract logs, catalogs, specifications, approved material submittals
28

1 and change orders, as-built specifications, applications specifications, blueprints, plans, diagrams,
2 indexes, computer-stored records, computer record indexes, microfilms, microfiche, warranties,
3 guarantees, calendars, diaries, videotapes, photographs, tape recordings, asbestos surveys,
4 asbestos sample testing reports, abatement reports, books, brochures, safety manuals, union
5 regulations, company regulations, depositions, trial testimony, trial exhibits, and statements.

6
7 **ANSWER:** Sexauer does not have a record retention policy. The relevant records were
8 discarded over the years as a result of lack of use, space needs and the sale of the company. Any
9 Sexauer records would be kept at Interline Brands, Inc. 801 West Bay Street, Jacksonville, FL
10 32204.

11
12 **INTERROGATORY NO. 4:**

13 Please IDENTIFY each of DEFENDANT'S custodians of records.

14 **ANSWER:** Tom Tossavaimen, 801 West Bay Street, Jacksonville, FL 32204.

15
16 **INTERROGATORY NO. 5:**

17 If DEFENDANT has ever done business under any other name(s), please state each name
18 and the time period during which DEFENDANT was so known or identified.

19 **ANSWER:** Prior to its acquisition by Interline Brands, Inc., Defendant was named J.A.
20 Sexauer, Inc.

21 **INTERROGATORY NO. 6:**

22 Has DEFENDANT had a RELATIONSHIP with Interline Brands, Inc. at any time?

23 "RELATIONSHIP" shall refer to each and every interest, business transaction and/or
24 association, including but not limited to successor, equitable trustee, association, partnership,
25 subsidiary, division, predecessor, parent company, sister company, alter ego, merger, coordinated
26 operation, combined operation, shared operation, purchase, sale, agreement, contract, shared
27 facility, real property interest, shared accounting and/or financing activity between
28 DEFENDANT and the referenced entity.

1 **ANSWER:** J.A. Sexauer was a privately held company until 1976 when it was bought
2 by the investment firm of Dyson, Kissoner, & Moran. Wilmar Industries, Inc. acquired Sexauer
3 in November 1999 and changed its name to Interline Brands, Inc. in June 2001.

4 **INTERROGATORY NO. 7:**

5 Please set forth in detail the RELATIONSHIP between DEFENDANT and Interline
6 Brands, Inc.

7 **ANSWER:** See answer to Interrogatory No. 6.

8 **INTERROGATORY NO. 8:**

9 Please IDENTIFY the person(s) most knowledgeable regarding the RELATIONSHIP
10 between DEFENDANT and Interline Brands, Inc.

11 **ANSWER:** Laurence Howard, Vice President, General Counsel and Secretary of
12 Interline Brands, Inc., 801 West Bay Street, Jacksonville, FL 32204

13 **INTERROGATORY NO. 9:**

14 Please DESCRIBE all DOCUMENTS containing information regarding the
15 RELATIONSHIP between DEFENDANT and Interline Brands, Inc.

16 "DESCRIBE" shall refer to a complete description that is sufficient for the requirements
17 of a request for production of documents under Chapter 14 of the Civil Discovery Code,
18 including the title, date, current location and author of said DOCUMENT.

19 **ANSWER:** Defendant will produce the acquisition agreement pursuant to a
20 Confidentiality Agreement between DEFENDANT and Plaintiffs' Counsel.

21 **INTERROGATORY NO. 10:**

22 Does Interline Brands, Inc. have any ownership interest in DEFENDANT?

23 **ANSWER:** Yes.

24 **INTERROGATORY NO. 11:**

25 Please state the percentage of ownership interest Interline Brands, Inc. has in
26 DEFENDANT.

27 **ANSWER:** 100 %.

28 **INTERROGATORY NO. 12:**

1 Please IDENTIFY the person(s) most knowledgeable regarding any ownership interest
2 Interline Brands, Inc. has in DEFENDANT.

3 ANSWER: See answer to Interrogatory No. 8.

4 **INTERROGATORY NO. 13:**

5 Please DESCRIBE all DOCUMENTS that contain information regarding any ownership
6 interest Interline Brands, Inc. has in DEFENDANT.

7 ANSWER: See answer to Interrogatory No. 6.

8 **INTERROGATORY NO. 14:**

9 Please state whether Interline Brands, Inc. ever used its financial resources to satisfy the
10 OBLIGATIONS of DEFENDANT.

11 "OBLIGATIONS" shall refer to salaries, expenses, loans, liabilities, losses or other costs.

12 ANSWER: Objection: vague, overbroad, and ambiguous based on the current
13 information available to responding party. Without waiving such objection, responding party
14 responds as follows: No.

15 **INTERROGATORY NO. 15:**

16 Please IDENTIFY the person(s) most knowledgeable regarding Interline Brands, Inc.
17 using its financial resources to satisfy the OBLIGATIONS of DEFENDANT.

18 ANSWER: Not applicable.

19 **INTERROGATORY NO. 16:**

20 Please DESCRIBE all DOCUMENTS which contain information regarding Interline
21 Brands, Inc. using its financial resources to satisfy the OBLIGATIONS of DEFENDANT.

22 ANSWER: Not applicable.

23 **INTERROGATORY NO. 17:**

24 Please state whether Interline Brands, Inc. has ever maintained an insurance policy which
25 included coverage for DEFENDANT for liability in asbestos-related lawsuits.

26 ANSWER: No.

27 **INTERROGATORY NO. 18:**

28 Please set forth in detail each insurance policy Interline Brands, Inc. has ever maintained

1 which includes coverage for DEFENDANT for liability in asbestos-related lawsuits.

2 **ANSWER:** None.

3 **INTERROGATORY NO. 19:**

4 Please IDENTIFY the person(s) most knowledgeable regarding insurance policies ever
5 maintained by Interline Brands, Inc. which include coverage for DEFENDANT for liability in
6 asbestos-related lawsuits.

7 **ANSWER:** Not applicable.

8 **INTERROGATORY NO. 20:**

9 Please DESCRIBE all DOCUMENTS that contain information regarding insurance
10 policies held by Interline Brands, Inc. which include coverage for DEFENDANT for liability in
11 asbestos-related lawsuits.

12 **ANSWER:** None.

13 **INTERROGATORY NO. 21:**

14 Did Interline Brands, Inc. acquire any liabilities for asbestos-related injuries from
15 DEFENDANT?

16 **ANSWER:** See acquisition agreement produced pursuant to Interrogatory No. 9.

17 **INTERROGATORY NO. 22:**

18 Please set forth fully all liabilities Interline Brands, Inc. acquired from DEFENDANT for
19 asbestos-related injuries.

20 **ANSWER:** See answer to Interrogatory No. 9.

21 **INTERROGATORY NO. 23:**

22 Please IDENTIFY the individual(s) most knowledgeable regarding liabilities Interline
23 Brands, Inc. acquired from DEFENDANT for asbestos-related injuries.

24 **ANSWER:** See answer to Interrogatory No. 8.

25 **INTERROGATORY NO. 24:**

26 Please DESCRIBE all DOCUMENTS that contain information regarding liabilities
27 Interline Brands, Inc. acquired from DEFENDANT for asbestos-related injuries.

28 **ANSWER:** See answer to Interrogatory No. 9.

1 **INTERROGATORY NO. 25:**

2 Is Interline Brands, Inc. liable for any products DISTRIBUTED by DEFENDANT prior to
3 1977?

4 "DISTRIBUTE(D)," "DISTRIBUTION" shall refer to sale, supply, shipment, delivery,
5 provision and/or distribution.

6 **ANSWER:** No.

7
8 **INTERROGATORY NO. 26:**

9 Please NAME all products DEFENDANT DISTRIBUTED prior to 1977 for which
10 Interline Brands, Inc. is liable.

11 **ANSWER:** None.

12 **INTERROGATORY NO. 27:**

13 Please set forth fully Interline Brands, Inc.'s liability for products DISTRIBUTED by
14 DEFENDANT prior to 1977.

15 **ANSWER:** None.

16 **INTERROGATORY NO. 28:**

17 Please IDENTIFY the individual(s) most knowledgeable regarding Interline Brands Inc.'s
18 liability for products DISTRIBUTED by DEFENDANT prior to 1977.

19 **ANSWER:** See answer to Interrogatory No. 8.

20 **INTERROGATORY NO. 29:**

21 Please DESCRIBE all DOCUMENTS that contain information regarding Interline Brands
22 Inc.'s liability for products DISTRIBUTED by DEFENDANT prior to 1977.

23 **ANSWER:** See answer to Interrogatory No. 9.

24 **INTERROGATORY NO. 30:**

25 Did DEFENDANT manufacture ASBESTOS-CONTAINING PRODUCTS at any time
26 prior to 1977?

27 "ASBESTOS-CONTAINING PRODUCTS" shall refer to any and all products that
28 contain any asbestos dust or fiber, including but not limited to gaskets, packing, wicking, yarn,

1 washers, joint runners, sheet packing and valves.

2 **ANSWER:** No.

3 **INTERROGATORY NO. 31:**

4 Please NAME all ASBESTOS-CONTAINING PRODUCTS DEFENDANT
5 manufactured prior to 1977.

6 **ANSWER:** None.

7

8 **INTERROGATORY NO. 32:**

9 Please state the inclusive years during which DEFENDANT manufactured each
10 ASBESTOS-CONTAINING PRODUCT identified in the preceding interrogatory.

11 **ANSWER:** Not applicable.

12 **INTERROGATORY NO. 33:**

13 Please state the ASBESTOS CONTENT of each ASBESTOS-CONTAINING PRODUCT
14 DEFENDANT manufactured prior to 1977.

15 "ASBESTOS CONTENT" shall refer to the quantity of each and every type of asbestos
16 fiber, including but not limited to chrysotile, amosite, crocidolite, tremolite, talc, and talc ore,
17 contained in each product, measured by percentage, volume, weight or mass.

18 **ANSWER:** Not applicable.

19 **INTERROGATORY NO. 34:**

20 Please IDENTIFY all sources from which DEFENDANT obtained the asbestos
21 incorporated into the ASBESTOS-CONTAINING PRODUCTS DEFENDANT manufactured
22 prior to 1977.

23 **ANSWER:** Not applicable.

24 **INTERROGATORY NO. 35:**

25 Please IDENTIFY the individual(s) most knowledgeable regarding DEFENDANT'S
26 manufacture of ASBESTOS-CONTAINING PRODUCTS prior to 1977.

27 **ANSWER:** Not applicable.

28 **INTERROGATORY NO. 36:**

1 Please DESCRIBE all DOCUMENTS that contain information regarding
2 DEFENDANT'S manufacture of ASBESTOS-CONTAINING PRODUCTS prior to 1977.

3 **ANSWER:** None.

4 **INTERROGATORY NO. 37:**

5 Did DEFENDANT DISTRIBUTE ASBESTOS-CONTAINING PRODUCTS in the BAY
6 AREA prior to 1977?

7
8 "BAY AREA" shall include San Francisco, Alameda, Marin, Solano, Santa Clara, San
9 Joaquin, Napa, Sonoma and Mendocino Counties in the State of California.

10 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
11 information provided to responding party. Without waiving such objection, responding party
12 responds as follows: It may have distributed a minimal volume of gaskets and packings bought
13 from manufacturers sometimes containing percentages of asbestos.

14 **INTERROGATORY NO. 38:**

15 Please state the inclusive years, prior to 1977, during which DEFENDANT
16 DISTRIBUTED ASBESTOS-CONTAINING PRODUCTS in the BAY AREA.

17 **ANSWER:** See answer to Interrogatory No. 37.

18 **INTERROGATORY NO. 39:**

19 Please NAME all ASBESTOS-CONTAINING PRODUCTS DEFENDANT
20 DISTRIBUTED in the BAY AREA prior to 1977.

21 **ANSWER:** See answer to Interrogatory No. 37.

22 **INTERROGATORY NO. 40:**

23 Please IDENTIFY all of DEFENDANT'S employees responsible for DISTRIBUTION in
24 the BAY AREA prior to 1977.

25 **ANSWER:** Jack Heinen and Ernest Kloepfel. Although both of these gentlemen are
26 thought to be deceased, their last known addresses are as follows: Jack Heinen 55 Castlewood
27 Dr., San Rafael, CA 94901; Ernest Kloepfel 5100 O'Bannon Dr., Las Vegas, Nevada.

28 Defendant attempted to contact both these gentlemen during its investigation to respond to these

1 interrogatories. However, Defendant was unable to contact them.

2 **INTERROGATORY NO. 41:**

3 Please IDENTIFY the individual(s) most knowledgeable regarding DEFENDANT'S
4 DISTRIBUTION of ASBESTOS-CONTAINING PRODUCTS in the BAY AREA prior to 1977.

5 **ANSWER:** Carmelo Sbezzi, former Vice President for Sales and Purchasing, 222
6 Marling Ave. Apt. 4P, Tarrytown, NY 10591.

7
8 **INTERROGATORY NO. 42:**

9 Please DESCRIBE all DOCUMENTS that contain information regarding
10 DEFENDANT'S DISTRIBUTION of ASBESTOS-CONTAINING PRODUCTS in the BAY
11 AREA prior to 1977.

12 **ANSWER:** None.

13 **INTERROGATORY NO. 43:**

14 Please IDENTIFY all of DEFENDANT'S distributors in the BAY AREA prior to 1977.

15 **ANSWER:** None.

16 **INTERROGATORY NO. 44:**

17 Please IDENTIFY the individual(s) most knowledgeable regarding DEFENDANT'S
18 distributors in the BAY AREA prior to 1977.

19 **ANSWER:** Not applicable.

20 **INTERROGATORY NO. 45:**

21 Please DESCRIBE all DOCUMENTS that contain information regarding
22 DEFENDANT'S distributors in the BAY AREA prior to 1977.

23 **ANSWER:** None

24 **INTERROGATORY NO. 46:**

25 Please IDENTIFY all of DEFENDANT'S sales representatives in the BAY AREA prior
26 to 1977.

27 **ANSWER:** Jack Heinen and Ernest Kloepfel.

28 **INTERROGATORY NO. 47:**

1 Please IDENTIFY the individual(s) most knowledgeable regarding DEFENDANT'S sales
2 representative in the BAY AREA prior to 1977.

3 ANSWER: Carmelo Sbezzi.

4 INTERROGATORY NO. 48:

5 Please DESCRIBE all DOCUMENTS that contain information regarding
6 DEFENDANT'S sales representatives in the BAY AREA prior to 1977.

7 ANSWER: None.

8 INTERROGATORY NO. 49:

9 Did DEFENDANT SUPPLY ASBESTOS-CONTAINING PRODUCTS to
10 EMPLOYERS?

11 "SUPPLY(IED)" shall refer to sale, shipment, delivery, provision and/or distribution.

12 "EMPLOYERS" shall refer to the following, decedent Hogan's employers, for the time
13 periods listed:

14 1) Moore Dry Dock Company, Oakland, CA, prior to 1956;

15 2) Servadei Service, Inc., San Francisco, CA, prior to 1963;

16 3) Siro Viacava aka Siros Plumbing, San Francisco, CA, or Siros Plumbing & Heating,
17 Inc., Millbrae, CA, prior to 1966;

18 4) Jack Rosen, Inc., San Francisco, CA, prior to 1967;

19 5) Sam Wallace Co. of Northern California, Inc., prior to 1968;

20 6) Higgins Plumbing, San Francisco, CA, prior to 1968;

21 7) Louis V. Keller, San Francisco, CA, prior to 1976;

22 8) Harry Lee Plumbing & Heating Inc., Burlingame, CA, prior to 1977

23 ANSWER: Objection: vague, overbroad, and ambiguous based on the current
24 information available to responding party. Without waiving such objection, responding party
25 responds as follows: Responding party has in its possession no information reflecting sales to the
26 identified employers.

27 INTERROGATORY NO. 50:

28 Please list all EMPLOYERS to which DEFENDANT SUPPLIED ASBESTOS-

1 responds as follows: None.

2 **INTERROGATORY NO. 55:**

3 Please IDENTIFY the individual(s) most knowledgeable regarding DEFENDANT'S
4 SUPPLY of ASBESTOS-CONTAINING PRODUCTS to EMPLOYERS.

5

6 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
7 information available to responding party. Without waiving such objection, responding party
8 responds as follows: None..

9 **INTERROGATORY NO. 56:**

10 Please DESCRIBE all DOCUMENTS that contain information regarding
11 DEFENDANT'S SUPPLY of ASBESTOS-CONTAINING PRODUCTS to EMPLOYERS.

12 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
13 information available to responding party. Without waiving such objection, responding party
14 responds as follows: None.

15 **INTERROGATORY NO. 57:**

16 Did DEFENDANT SUPPLY ASBESTOS-CONTAINING PRODUCTS to any
17 CONTRACTOR prior to 1977?

18 "CONTRACTORS" shall refer to all contractors and sub-contractors, including but not
19 limited to general contractors, insulation contractors, erection contractors, setting contractors,
20 heating, ventilation and air conditioning (HVAC) contractors, fireproofing application
21 contractors, boiler installation contractors, sheet metal contractors, drywall contractors, plastering
22 contractors, acoustical materials contractors, mechanical contractors, plumbing contractors,
23 electrical contractors, flooring contractors, and/or wall finishing contractors, including but not
24 limited to Keller, Plumbing, Frank D. Smith Plasterers, Pierce Lathing, Standard Insulation,
25 Structural Fireproofing, FDCC California, Inc., Malachi, All City Steam, Nibbi Construction,
26 Dinwiddie Construction Company, Swinerton Builders, Swinerton Incorporated, Swinerton &
27 Walberg, Douglass Insulation Co., Plant Construction, Golden Gate Drywall, Marconi Plastering
28 Company, Inc., J.T. Thorpe & Son, Inc., D. Zelinsky & Sons, Inc., Thomas Dee Engineering Co.

1 **ANSWER:** Defendant objects to this interrogatory on the grounds that it is overly
2 broad in time and scope and is neither relevant nor reasonably calculated to lead to the discovery
3 of relevant, admissible evidence. Without waiving this objection, defendant has no record of such
4 sales.

5
6 **INTERROGATORY NO. 58:**

7 Please list all CONTRACTORS to which DEFENDANT SUPPLIED ASBESTOS-
8 CONTAINING PRODUCTS prior to 1977.

9 **ANSWER:** See answer to Interrogatory No. 57.

10 **INTERROGATORY NO. 59:**

11 Please state all years, prior to 1977, during which DEFENDANT SUPPLIED
12 ASBESTOS-CONTAINING PRODUCTS to each CONTRACTOR.

13 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
14 information available to responding party. Without waiving such objection, responding party
15 responds as follows: None.

16 **INTERROGATORY NO. 60:**

17 Please NAME all ASBESTOS-CONTAINING PRODUCTS DEFENDANT SUPPLIED
18 to each CONTRACTOR prior to 1977.

19 **ANSWER:** Not applicable.

20 **INTERROGATORY NO. 61:**

21 Please state the QUANTITY of ASBESTOS-CONTAINING PRODUCTS DEFENDANT
22 SUPPLIED to each CONTRACTOR in each year prior to 1977.

23 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
24 information available to responding party. Without waiving such objection, responding party
25 responds as follows: Not applicable.

26 **INTERROGATORY NO. 62:**

27 Please IDENTIFY all of DEFENDANT'S employees responsible for sales to
28 CONTRACTORS prior to 1977.

1 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
2 information available to responding party. Without waiving such objection, responding party
3 responds as follows: None.

4
5
6 **INTERROGATORY NO. 63:**

7 Please IDENTIFY the individual(s) most knowledgeable regarding DEFENDANT'S
8 SUPPLY of ASBESTOS-CONTAINING PRODUCTS to CONTRACTORS prior to 1977.

9 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
10 information available to responding party. Without waiving such objection, responding party
11 responds as follows: None.

12 **INTERROGATORY NO. 64:**

13 Please DESCRIBE all DOCUMENTS that contain information regarding
14 DEFENDANT'S SUPPLY of ASBESTOS-CONTAINING PRODUCTS to CONTRACTORS
15 prior to 1977.

16 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
17 information available to responding party. Without waiving such objection, responding party
18 responds as follows: None.

19 **INTERROGATORY NO. 65:**

20 Did DEFENDANT SUPPLY ASBESTOS-CONTAINING PRODUCTS to any WORK
21 SITE(S) prior to 1977?

22 "WORK SITES" shall refer to any of the following locations prior to 1977:

- 23 1) 100 Pine Street, San Francisco, California;
24 2) 120 Montgomery Street, San Francisco, CA;
25 3) Adam Grant Building, 114 Sansome St., San Francisco, CA;
26 4) Alcoa Building, One Maritime Plaza, San Francisco, CA;
27 5) Army Street Pier, San Francisco, CA;
28 6) Bechtel Building, 50 Beale Street, San Francisco, CA;

- 1 7) Bechtel Building, 45 Fremont Street, San Francisco, CA;
- 2 8) Bechtel Building 221 Main Street, San Francisco, CA;
- 3 9) California Pine (Cal-Pine) Apartments, California St., San Francisco, CA;
- 4 10) Children's Hospital, 3700 California Street, San Francisco, CA;
- 5 11) Crown Zellerbach Building, 1 Bush St., San Francisco, CA;
- 6 12) Ecole Notre Dame des Victoires, 659 Pine St., San Francisco, CA;
- 7 13) Emporium Building, 835-865 Market St., San Francisco, CA;
- 8 14) Emporium Daly City, 3 Serramonte Center, Daly City, CA;
- 9 15) Emporium Stonestown, 1 Stonestown Mall, San Francisco, CA;
- 10 16) Fairmont Hotel, 950 Mason St., San Francisco, CA;
- 11 17) Flood Building, 870 Market Street, 71 Ellis St., San Francisco, CA; 18) French
- 12 American International School, 150 Oak St., San Francisco, CA;
- 13 19) Horace Mann Junior High School, 3351 23rd St., San Francisco, CA;
- 14 20) I. Magnin Building, 233 Geary Blvd., San Francisco, CA;
- 15 21) Longfellow Elementary School, 755 Morse Street, San Francisco, CA;
- 16 22) Macy's Building, 239 - 281 Geary Blvd., 170 O'Farrell St. San Francisco, CA;
- 17 23) Macy's, 3 Serramonte Center, Daly City, CA;
- 18 24) Mark Hopkins Hotel, #1 Nob Hill/999 California St., San Francisco, CA;
- 19 25) Matson Building, 100 Mission St., San Francisco, CA;
- 20 26) Mission High School, 3750 18th St., San Francisco, CA;
- 21 27) Moore Dry Dock, Oakland, CA;
- 22 28) Pets Unlimited, 2343 Fillmore St., San Francisco, CA;
- 23 29) Phelan Building, 760 Market St., San Francisco, CA;
- 24 30) San Francisco General Hospital, 1001 Potrero Avenue, San Francisco, CA;
- 25 31) Shreve Building, 210 Post St., San Francisco, CA;
- 26 32) Singer Sewing Machine Building, 41 Stockton Street, San Francisco CA;
- 27 33) Standard Oil Building, 225 Bush St., San Francisco, CA;
- 28 34) Standard Oil Building, 115 Sansome Street, San Francisco, CA;

- 1 35) Standard Oil Building 555 Market St., San Francisco, CA;
2 36) Standard Oil Building 575 Market St., San Francisco, CA;
3 37) St. Francis Hotel Building, 335 Powell St., San Francisco, CA;
4 38) St. Francis Hotel Building, 421 Post St., San Francisco, CA;
5 39) St. Luke's Hospital, 3555 Cesar Chavez, formerly Army Street, San Francisco, CA;
6 40) Wells Fargo Bank Building, First/Market Streets or Market/Main Streets, San
7 Francisco, CA;
8 41) Wells Fargo Bank Building, Montgomery/Post Streets, San Francisco, CA;
9 42) Wells Fargo Bank Sansome Computer Center, 394 Pacific St., San Francisco, CA;
10 43) Any and all buildings and/or structures located at The Presidio, San Francisco, CA.

11 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
12 information available to responding party. Without waiving such objection, responding party
13 responds as follows: it has no information reflecting sales to the identified work sites.

14 **INTERROGATORY NO. 66:**

15 Please list all WORK SITES to which DEFENDANT Defendant has no information
16 reflecting sales to the identified work sites SUPPLIED ASBESTOS-CONTAINING
17 PRODUCTS.

18 **ANSWER:** Defendant objects to this interrogatory on the grounds that it is overly
19 broad in time and scope and is neither relevant nor reasonably calculated to lead to the discovery
20 of relevant, admissible evidence. Without waiving this objection, defendant has no records of
21 such sales.

22 **INTERROGATORY NO. 67:**

23 Please state the years during which DEFENDANT SUPPLIED ASBESTOS-
24 CONTAINING PRODUCTS to each WORK SITE.

25 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
26 information available to responding party. Without waiving such objection, responding party
27 responds as follows: Not applicable.

28 **INTERROGATORY NO. 68:**

1 Please NAME all ASBESTOS-CONTAINING PRODUCTS DEFENDANT SUPPLIED
2 to each WORK SITE.

3 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
4 information available to responding party. Without waiving such objection, responding party
5 responds as follows: Not applicable.

6 **INTERROGATORY NO. 69:**

7 Please state the QUANTITY of ASBESTOS-CONTAINING PRODUCTS DEFENDANT
8 SUPPLIED to each WORK SITE each year.

9 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
10 information available to responding party. Without waiving such objection, responding party
11 responds as follows: Not applicable.

12 **INTERROGATORY NO. 70:**

13 Please IDENTIFY all of DEFENDANT'S employees responsible for sales to WORK
14 SITES prior to 1977.

15 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
16 information available to responding party. Without waiving such objection, responding party
17 responds as follows: None.

18 **INTERROGATORY NO. 71:**

19 Please IDENTIFY the individual(s) most knowledgeable regarding DEFENDANT'S
20 SUPPLY of ASBESTOS-CONTAINING PRODUCTS to WORK SITES.

21 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
22 information available to responding party. Without waiving such objection, responding party
23 responds as follows: Not applicable. .

24 **INTERROGATORY NO. 72:**

25 Please DESCRIBE all DOCUMENTS that contain information regarding
26 DEFENDANT'S SUPPLY of ASBESTOS-CONTAINING PRODUCTS to WORK SITES.

27 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
28 information available to responding party. Without waiving such objection, responding party

1 responds as follows: None.

2 **INTERROGATORY NO. 73:**

3 Did DEFENDANT recommend any procedures for the HANDLING of the ASBESTOS-
4 CONTAINING PRODUCTS DEFENDANT SUPPLIED prior to 1977?

5

6 "HANDLING" shall refer to the installation, removal, repair, handling, disturbance, or
7 manipulation in any manner of said products.

8 **ANSWER:** No.

9 **INTERROGATORY NO. 74:**

10 Please set forth fully all procedures DEFENDANT recommended for the HANDLING of
11 ASBESTOS-CONTAINING PRODUCTS DEFENDANT SUPPLIED prior to 1977.

12 **ANSWER:** None.

13 **INTERROGATORY NO. 75:**

14 Please IDENTIFY the individual(s) most knowledgeable regarding procedures
15 DEFENDANT recommended for the HANDLING of ASBESTOS-CONTAINING PRODUCTS
16 DEFENDANT SUPPLIED prior to 1977.

17 **ANSWER:** Not applicable.

18 **INTERROGATORY NO. 76:**

19 Please DESCRIBE all DOCUMENTS that contain information regarding procedures
20 DEFENDANT recommended for the HANDLING of ASBESTOS-CONTAINING PRODUCTS
21 DEFENDANT SUPPLIED prior to 1977.

22 **ANSWER:** Not applicable.

23 **INTERROGATORY NO. 77:**

24 Did DEFENDANT provide information to anyone regarding the HAZARDS OF
25 ASBESTOS at any time prior to 1977?

26 "HAZARDS OF ASBESTOS" shall refer to the deadly nature of asbestos, including but
27 not limited to the hazards of inhaling asbestos fibers.

28 **ANSWER:** No.

1 **INTERROGATORY NO. 78:**

2 Please set forth fully all information DEFENDANT provided to anyone regarding the
3 HAZARDS OF ASBESTOS at any time prior to 1977.

4 **ANSWER:** None.

5
6 **INTERROGATORY NO. 79:**

7 Please DESCRIBE all DOCUMENTS that DEFENDANT provided to anyone regarding
8 the HAZARDS OF ASBESTOS at any time prior to 1977.

9 **ANSWER:** None.

10 **INTERROGATORY NO. 80:**

11 Please state when DEFENDANT first became aware of the association between inhaling
12 asbestos fibers and disease in human beings.

13 **ANSWER:** Objection: vague, overbroad, and ambiguous based on the current
14 information available to responding party. Without waiving such objection, responding party
15 responds as follows: Defendant only distributed minimal amounts of gaskets and packings, some
16 of which sometimes contained asbestos, and therefore it had no such knowledge.

17 **INTERROGATORY NO. 81:**

18 Please state how DEFENDANT first became aware of the association between inhaling
19 asbestos fibers and disease in human beings.

20 **ANSWER:** Defendant has no such knowledge regarding the gaskets and packings it
21 distributed. Defendant became aware of a claimed association between asbestos insulation and
22 disease in the late 1970's through the general media.

23 **INTERROGATORY NO. 82:**

24 Please IDENTIFY the person(s) most knowledgeable regarding how DEFENDANT first
25 became aware of the association between inhaling asbestos fibers and disease in human beings.

26 **ANSWER:** See response to Interrogatory No. 1

27 **INTERROGATORY NO. 83:**

28 Please DESCRIBE all DOCUMENTS that contain information regarding how

1 DEFENDANT first learned of the association between inhaling asbestos fibers and disease in
2 human beings.

3 ANSWER: Not applicable.
4
5

6 **INTERROGATORY NO. 84:**

7 Was DEFENDANT in the possession of any DOCUMENTS prior to 1977 relating to the
8 association between inhaling asbestos fibers and disease in human beings?

9 ANSWER: No.

10 **INTERROGATORY NO. 85:**

11 Please DESCRIBE all DOCUMENTS in DEFENDANT'S possession prior to 1977
12 relating to the association between inhaling asbestos fibers and disease in human beings.

13 ANSWER: None.

14 **INTERROGATORY NO. 86:**

15 Please IDENTIFY the custodian(s) of any DOCUMENTS in DEFENDANT'S possession
16 prior to 1977 relating to the association between inhaling asbestos fibers and disease in human
17 beings.

18 ANSWER: None.

19 **INTERROGATORY NO. 87:**

20 Did DEFENDANT employ any industrial hygienists prior to 1977?

21 ANSWER: No.

22 **INTERROGATORY NO. 88:**

23 Please IDENTIFY all industrial hygienists DEFENDANT employed prior to 1977.

24 ANSWER: None.

25 **INTERROGATORY NO. 89:**

26 Please set forth fully the job duties of each industrial hygienist DEFENDANT employed
27 prior to 1977.

28 ANSWER: Not applicable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INTERROGATORY NO. 90:

Please IDENTIFY the person(s) most knowledgeable regarding industrial hygienists
DEFENDANT employed prior to 1977.

ANSWER: Not applicable.

INTERROGATORY NO. 91:

Please DESCRIBE all DOCUMENTS that contain information regarding industrial
hygienists DEFENDANT employed prior to 1977.

ANSWER: Not applicable.

INTERROGATORY NO. 92:

Did DEFENDANT receive any information prior to 1977 regarding the results of any test
or study on the health consequences of inhaling asbestos fibers?

ANSWER: No.

INTERROGATORY NO. 93:

Please set forth fully all information DEFENDANT received prior to 1977 regarding the
results of any test or study on the health consequences of inhaling asbestos fibers.

ANSWER: None.

INTERROGATORY NO. 94:

Please IDENTIFY all entities from which DEFENDANT received information prior to
1977 regarding the results of any test or study on the health consequences of inhaling asbestos
fibers.

ANSWER: None.

INTERROGATORY NO. 95:

Please IDENTIFY the person(s) most knowledgeable regarding information
DEFENDANT received prior to 1977 regarding the results of any test or study on the health
consequences of inhaling asbestos fibers.

ANSWER: Not applicable.

///

1 ///

2 ///

3 ///

4 ///

5 ///

6 INTERROGATORY NO. 96:

7 Please DESCRIBE all DOCUMENTS DEFENDANT received prior to 1977 regarding the results
8 of any test or study on the health consequences of inhaling asbestos fibers.

9 ANSWER: None.

10 Dated: Sept. 1, 2006
11 ~~August~~

JACKSON & WALLACE LLP

12 By: Ana Portillo
13 ANA T. PORTILLO
14 Attorneys for Defendant
15 J.A. SEXAUER MANUFACTURING, INC.
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I have read the foregoing **FIRST AMENDED RESPONSES TO**
PLAINTIFFS' INTERROGATORIES, SET ONE, and know its contents.

☐ I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am the former Vice President of Sales and Purchasing for J.A. Sexauer, Inc., a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

☐ I am one of the attorneys of record for _____, a party to this action. Such party is absent from the county in which I have my office, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

Executed at (city and state) _____, on _____, 2006.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Carmelo Sbezzi

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I have read the foregoing **FIRST AMENDED RESPONSES TO**
PLAINTIFFS' INTERROGATORIES, SET ONE, and know its contents.

☐ I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am the former Vice President of Sales and Purchasing for J.A. Sexauer, Inc., a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

☐ I am one of the attorneys of record for _____, a party to this action. Such party is absent from the county in which I have my office, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

Executed at (city and state) _____, on _____, 2006.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Carmelo Sbezzi

1 PROOF OF SERVICE

2 I, Tyhera Y. Payton, declare:

3 I am a citizen of the United States and employed in San Francisco County, California. I
4 am over the age of eighteen years and not a party to the within-entitled action. My business
5 address is 55 Francisco Street, 6th Floor, San Francisco, California 94133. On ~~July 27~~ ^{August 29} 2006, I
6 served a copy of the within document(s):

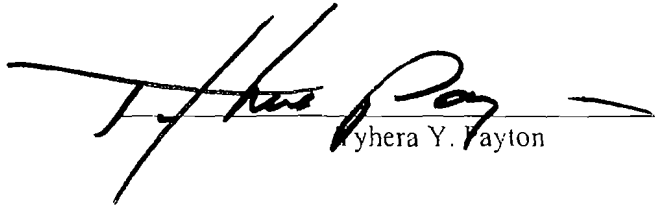
7 **J.A. SEXAUER'S FIRST AMENDED RESPONSES TO PLAINTIFFS'**
8 **INTERROGATORIES, SET ONE**

- 9 ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set
10 forth below on this date before 5:00 p.m.
- 11 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon
12 fully prepaid, in the United States mail at San Francisco, California addressed as
13 set forth below.
- 14 ☐ by placing the document(s) listed above in a sealed _____ envelope and
15 affixing a pre-paid air bill, and causing the envelope to be delivered to a
16 _____ agent for delivery.
- 17 ☐ by personally delivering the document(s) listed above to the person(s) at the
18 address(es) set forth below.

19 Kazan, McClain, et al.
20 171 Twelfth Street, Suite 300
21 Oakland, CA 94607

22 I am readily familiar with the firm's practice of collection and processing correspondence
23 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
24 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
25 motion of the party served, service is presumed invalid if postal cancellation date or postage
26 meter date is more than one day after date of deposit for mailing in affidavit.

27 I declare under penalty of perjury under the laws of the State of California that the above
28 is true and correct. Executed on ~~August 29~~ ^{September 1}, 2006, at San Francisco, California.

29 
Tyhera Y. Payton

GABRIEL A. JACKSON, State Bar No. 98119
PETER K. RENSTROM, State Bar No. 148459
ANA T. PORTILLO, State Bar No. 206193
JACKSON & WALLACE LLP
55 Francisco Street, 6th Floor
San Francisco, CA 94133
Tel: 415.982.6300
Fax: 415.982.6700

Attorneys for Defendant
J.A. SEXAUER MANUFACTURING INC.



IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

IN RE:
COMPLEX ASBESTOS LITIGATION

J.A. SEXAUER MANUFACTURING CO.,
INC.'S RESPONSE TO PLAINTIFFS'
FIRST SET OF DIEDEN
INTERROGATORIES

PROPOUNDING PARTY: Plaintiff, AMY HOGAN, et al.
RESPONDING PARTY: Defendant J.A. SEXAUER MANUFACTURING CO., INC.
SET NUMBER: One

Comes now Defendant, J.A. Sexauer Manufacturing Co., Inc., herewith responds to
plaintiff's standard case specific interrogatories as follows:

GENERAL OBJECTIONS AND RESERVATIONS

1. The defendant is a plumbing supplier. Since the complaint and discovery to date fails to identify the specific defendant's product which is alleged to have caused or contributed to his injury and the period involved, this defendant objects to the interrogatories as being unduly burdensome, oppressive, over broad, designed to cause this defendant unnecessary time and expense, and not reasonably calculated to lead to the discovery of admissible evidence and outside the scope of discovery.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
2. Defendant objects to plaintiff's interrogatories to the extent that they seek information which is subject to the attorney-client privilege and/or is protected by the attorney work product doctrine.
3. Defendant objects to plaintiff's interrogatories to the extent that they seek information that is not within the personal knowledge of defendant's current employees.
4. Defendant objects to plaintiff's interrogatories as overly broad and unduly burdensome and oppressive in that to date no plaintiff or product identification witness has identified any asbestos-containing product of defendant at any specific job site.
5. Defendant objects to these interrogatories on the grounds that they are unduly burdensome in that they seek to require defendant to: (a) provide information other than that which may be obtained through a reasonably diligent search of its records; (b) respond other than in accordance with the applicable rules; (c) locate or interview former employees, insurance carriers, consultants or any other person not presently employed or engaged by defendant (d) respond to any aspect of an interrogatory not described with reasonable particularity by the express language of the interrogatory; (e) provide an expert opinion which is beyond the scope of defendant's knowledge or obligation to respond; or (f) provide information which is equally as available to plaintiff as it is to defendant
6. Defendant further objects to these interrogatories on the grounds that they are irrelevant and overly broad in time and scope in that they seek to require defendant to respond to questions about (a) products other than the products at issue in these actions; (b) dates outside of the period at issue in these actions; (c) non-employees of defendant; and (d) persons and other matters having no connection with defendant or this litigation. Inquiry into such areas is neither relevant nor reasonably calculated to lead to the discovery of relevant, admissible evidence.
7. Defendant objects to these interrogatories on the grounds that they are vague, unintelligible, nonspecific and/or that they use undefined terms capable of more than one interpretation or which require defendant to speculate as to the specific information demanded by plaintiff, thereby, rendering the interrogatories as propounded incapable of being answered precisely.
8. Defendant objects to these interrogatories on the grounds that they are redundant, argumentative, inflammatory or otherwise unfair and, in addition, they assume facts not in evidence in these actions.
9. Defendant objects to these interrogatories on the ground that they are overly broad and unduly oppressive and harassing in time and scope, in that they designate extensive periods of time or request information without limiting or specifying the time period or facts to the time/facts alleged by the plaintiffs. As a result of plaintiffs' failure to specify the relevant time period, many of the discovery

requests fail to distinguish relevant from irrelevant matter. Many of the interrogatories call for defendant to provide a response concerning events and records spanning a period of more than seven decades.

10. Defendant also objects to these interrogatories on the ground that they assume the truth of matters not in evidence, and on the ground that they seek information which is not relevant to the subject matter of this litigation and not reasonably calculated to lead to the discovery of relevant, admissible evidence.
11. Defendant does not concede that any of its responses to these interrogatories are or will be deemed admissible evidence at the trial or any of these actions, and defendant does not waive any objection or privilege on any ground, whether or not asserted herein, to the use of any such response at trial.
12. Defendant objects to plaintiffs' interrogatories to the extent that they seek disclosures of information generated by persons other than defendant that has come into the possession of defendant's counsel during the course of discovery and trial preparation in asbestos-related litigation.
13. These general objections are explicitly made a part of and incorporated by reference into each response hereinafter provided, regardless of whether each such individual response so states.

Without waiver of any of the foregoing objections, defendant states as follows:

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 first employment with you, and the dates and titles of each job position they have held while they were employed by you.

RESPONSE:

- a. Carmelo Sbezzi,
- b. 222 Martling Ave. Apt. 4P
Tarrytown, NY 10591
- c. none
- d. 1963, former Vice President for Sales and Purchasing

INTERROGATORY NO. 2:

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

- 1 a. YOUR full corporate name;
2 b. the state of incorporation;
3 c. the date of incorporation;
4 d. the address of YOUR principal place of business;
5 e. if YOU are wholly-owned or if more than five (5) percent of the ownership
6 interest of YOUR COMPANY is owned by another business entity, state that entity's name and
7 principal place of business.

8 **RESPONSE:**

- 9 a. J.A. Sexauer, Inc.
10 b. Delaware
11 c. 1921
12 d. 531 Central Park Avenue, Scarsdale, NY 10583
13 e. Interline Brands, Inc. 801 West Bay Street, Jacksonville, FL 32204

14 **INTERROGATORY NO. 3:**

15 Has THIS DEFENDANT ever been identified, known, or done business under any other
16 name? If so, please state such name or names and the time period during which THIS
17 DEFENDANT was so known or identified.

18 **RESPONSE:**

19 J.A. Sexauer Manufacturing Co., Inc. from 1921 to September 1973.

20 **INTERROGATORY NO. 4:**

21 State whether YOU have ever been registered or qualified to do business in the State of
22 California. If so, state the date YOU became qualified to conduct business in the State of
23 California.

24 **RESPONSE:**

25 No.

26 **INTERROGATORY NO. 5:**

27 Does THIS DEFENDANT currently have, or has THIS DEFENDANT had a department,
28 division, subdivision, branch or group responsible for the design, development, manufacture,

1 testing and use of ASBESTOS-CONTAINING PRODUCT(S). If so, state:

2
3 a. the name of each present or former corporate department, division, subdivision,
4 branch or group;

5 b. the IDENTITY of the person most knowledgeable about such department,
6 division, subdivision, branch or group.

7 **RESPONSE:**

8 No.

9 **INTERROGATORY NO. 6:**

10 Has THIS DEFENDANT engaged in the MARKETING of ASBESTOS-CONTAINING
11 PRODUCT(S) comprised in whole or in part of amosite asbestos fiber; if so, please state:

12 a. the trade, brand name and/or generic name of each type of product;

13 b. the date(s) THIS DEFENDANT first MARKETING each type of product;

14 c. the date(s) THIS DEFENDANT ceased MARKETING each type of product;

15 d. a general description of the chemical composition of each type of product,

16 including:

17 (i) the type(s) and/or grade(s) of RAW ASBESTOS FIBER contained in each
18 type of product;

19 (ii) the quantitative percentage of the type(s) of RAW ASBESTOS FIBER in
20 each type of product;

21 e. the NATURE of each type of product;

22 f. a description of any wording, markings and/or logo on each type of product;

23 g. the recommended use(s) of each type of product, including temperature limits;

24 h. the name(s) of the manufacturer(s) of each type of product;

25 i. the name(s) and address(es) of the supplier(s) of the amosite asbestos fiber used in
26 each type of product;

27 j. the IDENTITY of the person(s) most knowledgeable concerning the purchase of
28 amosite asbestos fiber by THIS DEFENDANT.

1 **RESPONSE:**

2 No.

3 **INTERROGATORY NO. 7 :**

4 Has THIS DEFENDANT engaged in the MARKETING of amosite asbestos fiber; if so,
5 please state:

- 6 a. the name and location of each amosite asbestos mine which THIS DEFENDANT
7 presently operates, has operated, or in which THIS DEFENDANT presently operates, has
8 operated, or in which THIS DEFENDANT has or had an ownership interest, including the dates
9 of such ownership, and the grade of amosite asbestos fiber mined;
- 10 b. the date(s) THIS DEFENDANT first MARKETING amosite asbestos fiber;
- 11 c. the date(s) THIS DEFENDANT ceased MARKETING amosite asbestos fiber;
- 12 d. the grade(s) of such amosite asbestos fiber MARKETING by THIS DEFENDANT.
- 13 e. the recommended use(s) of each grade of such amosite asbestos fiber, including
14 any temperature limits;
- 15 f. the name(s) and address(es) of the supplier(s) of amosite asbestos fiber to THIS
16 DEFENDANT.

17 **RESPONSE:**

18 No.

19 **INTERROGATORY NO. 8:**

20 Has THIS DEFENDANT engaged in MARKETING of ASBESTOS-CONTAINING
21 PRODUCT(S) comprised in whole or in part of chrysotile asbestos fiber; if so, please state:

- 22 a. the trade, brand name and/or generic name of each type of product;
- 23 b. the date(s) THIS DEFENDANT first MARKETING each type of product;
- 24 c. the date(s) THIS DEFENDANT ceased MARKETING each type of product;
- 25 d. a general description of the chemical composition of each type of product,
26 including:
- 27 (i) the type(s) and grade(s) of asbestos fiber contained in each type of product;
- 28 (ii) the quantitative percentage of the types of asbestos fiber in each type of

1 product;

2 (iii) any change(s) in the quantitative percentages of the type(s) of asbestos
3 fiber in each type of product;

4 e. the NATURE of each type of product;

5 f. a description of any wording, markings, and/or logo on each type of product;

6 g. the recommended use(s) of each type of product, including temperature limits;

7 h. the name of the manufacturer of each type of product;

8 i. the name(s) and address(es) of the supplier(s) of the chrysotile asbestos fiber used
9 in each type of product;

10 j. the IDENTITY of the person(s) most knowledgeable concerning the purchase of
11 chrysotile asbestos fiber by THIS DEFENDANT.

12 **RESPONSE:**

13 Defendant MARKETED a limited volume of gaskets and packings purchased from others
14 sometimes containing chrysotile asbestos fibers. Copies of catalogues are available describing
15 such products when the specific products are identified.

16 e.- g. Graphited Asbestos Stem Packings were packaged in 1/2 lb. spools. The packings
17 were graphite-lubricated prior to forming the finished packing. The packings were sold for use
18 on water, steam, and air valves; and oil valves, rods or shafts. Strands of twisted packing could
19 be separated to make smaller packings.

20 Asbestos Wicking was packaged in 1/2 lb. balls and made from strands of heavy roving
21 that was twisted together. The wicking was used principally for packing on hot water lines, or
22 cold water lines after dipping in hot tallow or paraffin.

23 Treated Asbestos Yarn was sold 1/4 lb. spools comprising approximately 70 yards of yarn.
24 It was made of 3-strand long-staple asbestos, impregnated with a waterproof agent for packing
25 faucet or valve bonnets and other connections.

26 Teflon-Asbestos Packing was comprised of a combination of materials and lubricated with
27 mineral oil. It was sold in twisted or braided form on metal spools with protective sleeves.

28 Temperature specifications were given for Teflon of 200F to 500F.

h. Eureka Packing Company, Garlock Inc., Johns-Manville Sales Corporation and Raybestos Manhattan, Inc.

INTERROGATORY NO. 9:

Has THIS DEFENDANT engaged in the MARKETING of chrysotile asbestos fiber; if so, please state:

a. the name and location of each chrysotile asbestos mine which THIS DEFENDANT presently operates, has operated, or in which THIS DEFENDANT has or had an ownership interest, including dates of such ownership, and the grade of chrysotile asbestos fiber mined;

b. the date(s) THIS DEFENDANT first MARKETED chrysotile asbestos fiber;

c. the date(s) THIS DEFENDANT ceased MARKETING chrysotile asbestos fiber;

d. the grade(s) of such chrysotile asbestos fiber MARKETED by THIS DEFENDANT.

e. the recommended use(s) of each grade of such chrysotile asbestos fiber, including temperature limits;

f. the name(s) and address(es) of the supplier(s) of chrysotile asbestos fiber to THIS DEFENDANT.

RESPONSE:

No.

INTERROGATORY NO. 10:

Has THIS DEFENDANT engaged in the MARKETING of ASBESTOS-CONTAINING PRODUCT(S) comprised in whole or in part of crocidolite asbestos fiber; if so, please state:

a. the trade, brand name and/or generic name of each type of product;

b. the date(s) THIS DEFENDANT first MARKETED each type of product;

c. the date(s) THIS DEFENDANT ceased MARKETING each type of product;

d. a general description of the chemical composition of each type of product, including:

(i) the type(s) and grade(s) of asbestos fiber contained in each type of product;

- (ii) the quantitative percentage of the type(s) of fiber in each type of product;
- (iii) any change(s) in the quantitative percentage of the type(s) of asbestos fiber in each type of product;
- e. the NATURE of each type of product;
- f. a description of any wording, markings and/or logo on each type of product;
- g. the recommended use(s) of each type of product, including temperature limits;
- h. the name of the manufacturer of each type of product;
- i. the name(s) and address(es) of the supplier(s) of the crocidolite asbestos fiber used in each type of product;
- j. the IDENTITY of the person(s) most knowledgeable concerning the purchase of crocidolite asbestos fiber by THIS DEFENDANT.

RESPONSE:

No.

INTERROGATORY NO. 11:

Has the defendant engaged in the MARKETING of crocidolite asbestos fiber; if so, please state:

- a. the name and location of each crocidolite asbestos mine which THIS DEFENDANT presently operates, has operated, in the, and/or in which the defendant has or had an ownership interest, including the dates of such ownership, and the grade of asbestos fiber mined;
- b. the date(s) THIS DEFENDANT first MARKETING crocidolite asbestos fiber;
- c. the date(s) THIS DEFENDANT ceased MARKETING crocidolite asbestos fiber;
- d. the grade(s) of such crocidolite asbestos fiber MARKETING by THIS DEFENDANT;
- e. the recommended use(s) of each grade of such crocidolite asbestos fiber, including temperature limits;
- f. the name(s) and addresses of the supplier(s) of crocidolite asbestos fiber to THIS

1 DEFENDANT.

2 **RESPONSE:**

3 No.

4 **INTERROGATORY NO. 12:**

5 Does or did THIS DEFENDANT have a controlling ownership interest in any
6 COMPANY which MARKETING ASBESTOS-CONTAINING PRODUCT(S); if so, please state:

- 7 a. the name of such COMPANY;
8 b. the date of incorporation of such COMPANY;
9 c. the state of incorporation of such COMPANY;
10 d. the date such interest was acquired;
11 e. the date such interest was changed or terminated, if applicable;
12 f. the name and location of each facility of such COMPANY;
13 g. the name of each type of ASBESTOS-CONTAINING PRODUCT(S)
14 manufactured, processed, and/or assembled by such COMPANY.

15 **RESPONSE:**

16 No.

17

18 **INTERROGATORY NO. 13:**

19 Does or did THIS DEFENDANT have a controlling ownership interest in any
20 COMPANY that MARKETING RAW ASBESTOS FIBER; if so, please state:

- 21 a. the name of the COMPANY
22 b. the date of incorporation or charter of such COMPANY;
23 c. the state or country of incorporation of such COMPANY;
24 d. the date such interest was acquired;
25 e. the dates such interest changed or terminated, if applicable;
26 f. the name and location of each asbestos mine owned by such COMPANY;
27 g. the grade and type of RAW ASBESTOS FIBER mined at each mine.

28 **RESPONSE:**

1 No.

2 **INTERROGATORY NO. 14:**

3 Has THIS DEFENDANT warehoused any RAW ASBESTOS FIBER or ASBESTOS-
4 CONTAINING PRODUCT(S) in the State of California; if so, please state:

- 5 a. the address of each warehouse facility;
6 b. the year(s) THIS DEFENDANT utilized each facility;
7 c. the IDENTITY of the custodian of warehousing records.

8 **RESPONSE:**

9 No.

10 **INTERROGATORY NO. 15:**

11 Has THIS DEFENDANT owned or operated facilities anywhere in the United States in
12 which ASBESTOS-CONTAINING PRODUCT(S) have been manufactured, processed and/or
13 assembled; if so, state:

- 14 a. the address of each such facility, including city and state.

15 **RESPONSE:**

16 No.

17

18 **INTERROGATORY NO. 16:**

19 If THIS DEFENDANT owned or operated facilities in which ASBESTOS-
20 CONTAINING PRODUCT(S) have been manufactured, processed, and/or assembled, please
21 state:

- 22 a. the date said facilities began operation;
23 b. the date said facility ceased operation; and
24 c. the name of each type of ASBESTOS-CONTAINING PRODUCT(S)
25 manufactured, processed or assembled at each such facility.

26 **RESPONSE:**

27 No.

28 **INTERROGATORY NO. 17:**

1 Has THIS DEFENDANT purchased or otherwise acquired any rights to the manufacture
2 of ASBESTOS-CONTAINING PRODUCT(S) from another COMPANY? If so, state:

3 a. the date of purchase or acquisition of such rights;

4 b. the trade, brand, and/or generic name of such ASBESTOS-CONTAINING
5 PRODUCT(S);

6 c. the name and location of any COMPANY from which such rights were purchased
7 or acquired;

8 d. the IDENTITY of the custodian of records of such purchase(s) or acquisition(s).

9 **RESPONSE:**

10 No.

11 **INTERROGATORY NO. 18:**

12 Has THIS DEFENDANT applied for and/or received any patent(s) for any ASBESTOS-
13 CONTAINING PRODUCT(S). If so, state for each such ASBESTOS-CONTAINING
14 PRODUCT(S):

15 a. the product for which each patent was applied and/or issued;

16 b. the date(s) of application;

17 c. the date(s) of issuance of the patent(s), if granted;

18 d. the date(s) of renewal, if any;

19 e. the patent number(s);

20 f. the name of the individual or COMPANY to whom each patent was issued;

21 g. the IDENTITY of the custodian of patent records of THIS DEFENDANT.

22 **RESPONSE:**

23 No.

24 **INTERROGATORY NO. 19:**

25 Has THIS DEFENDANT registered any trademark(s) for any ASBESTOS-
26 CONTAINING PRODUCT(S); if so, state for each such ASBESTOS-CONTAINING
27 PRODUCT(S):

28 a. the product for which each trademark was registered;

- 1 b. whether the registration was State or Federal;
2 (i) if State, name the State;
3 c. the date(s) of registration;
4 d. the term(s) of registration;
5 e. the date(s) of renewal;
6 f. the name of the individual or COMPANY to whom each trademark was registered;
7 g. the IDENTITY of the custodian of such trademark records of THIS

8 DEFENDANT.

9 **RESPONSE:**

10 No.

11 **INTERROGATORY NO. 20:**

12 Did THIS DEFENDANT contract with General Services Administration and/or other
13 federal-government agency for the sale, anywhere in the United States, of RAW ASBESTOS
14 FIBER between 1930 and 1980; if so, state for each such sale:

- 15 a. the grade(s) and type(s) of RAW ASBESTOS FIBER;
16 b. the quantity;
17 c. the date(s) of delivery;
18 d. the location(s), including the address(es) of delivery;
19 e. the name(s) of the agency with which THIS DEFENDANT contracted;
20 f. the date(s) of execution of such contract(s);
21 g. the IDENTITY of the custodian of such contract records of THIS DEFENDANT.

22 **RESPONSE:**

23 No.

24 **INTERROGATORY NO. 21:**

25 Did THIS DEFENDANT contract with the General Services Administration and/or other
26 federal-government agency for the sale, anywhere in the United States, of ASBESTOS-
27 CONTAINING PRODUCT(S) between 1930 and 1980, please state for each such sale:

- 28 a. the type of product;

- 1 b. the quantity;
2 c. the date(s) of delivery;
3 d. the location(s), including the address(es) of delivery;
4 e. the name(s) of the agency with which THIS DEFENDANT contracted;
5 f. the date(s) of execution such contract(s);
6 g. the IDENTITY of the custodian of such contract records of THIS DEFENDANT.

7 **RESPONSE:**

8 No.

9 **INTERROGATORY NO. 22:**

10 Does THIS DEFENDANT have any records of the MARKETING, advertisement, or
11 delivery of its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S) in
12 or to NORTHERN CALIFORNIA? If so, state:

- 13 a. the manner in which the records are kept, (e.g., in boxes, files, on microfilm,
14 microfiche or computer tape or disk);
15 b. the location(s) and address(es) where such records are maintained;
16 c. the IDENTITY of the custodian of such records;

17
18 **RESPONSE:**

19 No.

20 **INTERROGATORY NO. 23:**

21 If THIS DEFENDANT has in its possession any records of the MARKETING,
22 advertisement, or delivery of its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING
23 PRODUCT(S) (including microfilm, microfiche, computer tape or disk, or any other system in
24 which data is taken from other records), state whether THIS DEFENDANT has retained the
25 original DOCUMENTS from which the data entered into these modes of storage was obtained. If
26 THIS DEFENDANT has not retained such original DOCUMENTS, state:

- 27 a. the date(s) when and location(s) where the original DOCUMENTS were disposed
28 of;

1 b. the IDENTITY of the custodian of the original DOCUMENTS at the time of their
2 disposal.

3 **RESPONSE:**

4 No.

5 **INTERROGATORY NO. 24:**

6 Does THIS DEFENDANT have in its possession any exemplar(s) of advertisements or
7 brochures describing its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING
8 PRODUCT(S); if so, please state:

- 9 a. the location of such exemplar;
10 b. the year(s) in which said exemplar(s) was utilized;
11 c. the IDENTITY of the custodian of such exemplars.

12 **RESPONSE:**

13 No.

14 **INTERROGATORY NO. 25:**

15 State the following:

- 16 a. the address(es) where the corporate records of THIS DEFENDANT (including
17 minutes from the Board of Directors meetings and corporation annual reports), are currently
18 located;
19 b. the identity of the custodian of such records.

20 **RESPONSE:**

- 21 a. Interline Brands, Inc. 801 West Bay Street, Jacksonville, FL 32204.
22 b. Tom Tossavainen, 801 West Bay Street, Jacksonville, FL 32204.

23 **INTERROGATORY NO. 26:**

24 Describe the packaging or containers in which THIS DEFENDANT sold and/or
25 distributed RAW ASBESTOS FIBER, including composition, dimension, shape and color.

26 **RESPONSE:**

27 Not applicable.
28

1 **INTERROGATORY NO. 27:**

2 Describe any logo, design, marking or printing, including size and color, which appeared
3 on the packaging or containers in which THIS DEFENDANT sold and/or distributed RAW
4 ASBESTOS FIBER.

5 **RESPONSE:**

6 Not applicable.

7 **INTERROGATORY NO. 28:**

8 Describe the packaging or containers in which THIS DEFENDANT sold and/or
9 distributed ASBESTOS-CONTAINING PRODUCT(S), including composition, dimension, shape
10 or color.

11 **RESPONSE:**

12 Packaging of various sizes containing the defendant's name.

13 **INTERROGATORY NO. 29:**

14 Describe any logo, design, marking or printing, including size and color, which appeared
15 on the packaging or containers in which THIS DEFENDANT sold and/or distributed
16 ASBESTOS-CONTAINING PRODUCT(S).

17 **RESPONSE:**

18 Sometimes a drawing of a red colored mule and in various sizes. Also see response to
19 Interrogatory No. 8.

21 **INTERROGATORY NO. 30:**

22 Does THIS DEFENDANT have any exemplar(s) of packaging or containers in which its
23 RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S) were sold and/or
24 distributed; if so, state:

- 25 a. the location of such exemplar;
26 b. the year(s) in which said exemplar(s) were utilized;
27 c. the IDENTITY of the custodian of such exemplars.

28 **RESPONSE:**

1 No.

2 **INTERROGATORY NO. 31:**

3 Did THIS DEFENDANT put warnings of asbestos-related health hazards on bags of
4 RAW ASBESTOS FIBER; if so, please state:

- 5 a. the wording of such warning(s), including size, location, and color;
6 b. whether the warning was put on a tag attached to the bags;
7 c. the date such warning(s) was first used;
8 d. whether any change was made in the wording of such warnings, the date(s) of such
9 change, and the reasons for such change.

10 **RESPONSE:**

11 Not applicable.

12 **INTERROGATORY NO. 32:**

13 Did THIS DEFENDANT put warnings of asbestos-related health hazards on packaging or
14 containers of ASBESTOS-CONTAINING PRODUCT(S)? If so, please state:

- 15 a. the wording of such warnings, including size, location on the packaging or
16 containers, and color;
17 b. the date such warning(s) was first used;
18 c. whether any change was made in the wording of such warning(s), the date(s) of
19 such changes, and the reason(s) for such change.

20

21 **RESPONSE:**

22 No.

23 **INTERROGATORY NO. 33:**

24 Has THIS DEFENDANT distributed any brochures or pamphlets that contain warnings of
25 any asbestos-related health hazards; if so, please state:

- 26 a. the wording of such WARNING
27 b. the method used to distribute such brochure or pamphlets;
28 c. the date(s) such brochures or pamphlets were first issued;

1 d. whether THIS DEFENDANT has exemplar(s) of such brochures or pamphlets;

2 e. the IDENTITY of the custodian of such exemplar(s).

3 **RESPONSE:**

4 No.

5 **INTERROGATORY NO. 34:**

6 Did THIS DEFENDANT warn its employees and/or CONTRACT UNIT(S), anywhere in
7 the United States, that exposure to asbestos could be hazardous to human health. If so, state:

8 a. whether copies of DOCUMENTS containing such warnings exist;

9 b. the IDENTITY of the custodian of such DOCUMENT.

10 **RESPONSE:**

11 No.

12 **INTERROGATORY NO. 35:**

13 State the IDENTITY of medical directors and/or industrial hygienists retained by THIS
14 DEFENDANT in the United States.

15 **RESPONSE:**

16 None.

17 **INTERROGATORY NO. 36:**

18 Has any employee of THIS DEFENDANT testified by deposition on behalf of THIS
19 DEFENDANT in a third-party case, brought in the United States, wherein the plaintiff has
20 alleged an asbestos-related injury? If so, for each such third party case, please state:

21 a. the caption and case number;

22 b. the court of filing including state and county;

23 c. the date of the deposition;

24 d. the name and address of plaintiff's counsel of record.

25 **RESPONSE:**

26 1. a. Raymond M. and Joyce Nack v. A. C. & S. Inc., et al

27 b. DELAWARE, New Castle County, Case No. 98C-05-047

28 c. November 3, 1998

1 d. Jacobs & Crumplar, P.A., 2 East 7th Street, Wilmington, DE 19899

2 a. James P. Renew, Executor for the Estate of Larry Stephen Renew, Deceased,
3 v. Pittsburgh Corning Corp., et al

4 b. GEORGIA, Fulton County, Superior Court, 1999CV12072

5 c. Carmen Sbezzi, April 23, 2002

6 d. Middleton. Adams & Tate, P.C., 622 Drayton Street, Savannah, GA 31412

7 **INTERROGATORY NO. 37:**

8 Has THIS DEFENDANT been a member of the following:

9 a. Asbestos Textile Institute (ATI);

10 b. Industrial Hygiene Foundation and/or Industrial Health Foundation (IHF);

11 c. Mineral Wool Institute;

12 d. Industrial Mineral Insulation Manufacturers Institute;

13 e. Magnesia Silica Insulation Manufacturers Association;

14 f. National Insulation Manufacturers Association (NIMA);

15 g. Thermal Insulation Manufacturers Association (TIMA);

16 h. Asbestos Information Association (AIA)

17 i. Quebec Asbestos Mining Association (QAMA);

18 j. National Safety Council;

19 k. Asbestos Cement Producers Association;

20 l. Refractories Institute;

21 m. any other organization or association of manufacturers, miners, distributors,
22 importers, labelers, suppliers and/or sellers of ASBESTOS-CONTAINING PRODUCT(S);

23 (i) please state the name(s) of such organizations or associations.

24 **RESPONSE:**

25 No.

26 **INTERROGATORY NO. 38:**

27 For each organization, association or other entity identified in your Response to
28

1 Interrogatory No. 37, please state:

2 a. the dates during which THIS DEFENDANT was a member;

3 b. the name(s) of any publication(s) received by THIS DEFENDANT from such
4 association or organization;

5 c. the name of such committee or subcommittee of which THIS DEFENDANT was a
6 member, and the dates of such committee or subcommittee membership.

7 **RESPONSE:**

8 Not applicable.

9 **INTERROGATORY NO. 39:**

10 Has THIS DEFENDANT received any documents containing results or conclusions of
11 any studies and/or tests conducted by the Saranac Laboratory at the Trudeau Foundation relating
12 to the human health consequences of exposure to asbestos? If so, please:

13 a. IDENTIFY all such DOCUMENT(S);

14 b. state the date upon which THIS DEFENDANT first received such
15 DOCUMENT(S);

16 c. the IDENTITY of the custodian of such DOCUMENT(S).

17 **RESPONSE:**

18 No.

19 **INTERROGATORY NO. 40:**

20 State whether THIS DEFENDANT has ever maintained a library (or libraries) in the
21 United States which contains books, articles, periodicals, journals and/or reference materials that
22 relate to the subjects of asbestos, industrial hygiene, medicine, safety, occupational disease and/or
23 engineering. If so, state:

24 a. the date each such library was established;

25 b. the location of each such library;

26 c. the IDENTITY of each librarian or other person in charge of such library;

27 **RESPONSE:**

28 No.

1 **INTERROGATORY NO. 41:**

2 Has THIS DEFENDANT exchanged documents containing the results of or
3 communicated with any individual or other COMPANY regarding tests and/or studies of the
4 relationship between the inhalation of asbestos fibers and development of disease(s); if so, please
5 state:

- 6 a. each individual or COMPANY with whom the information was exchanged or to
7 whom it was communicated;
8 b. the date(s) of any such exchanges or communications;
9 c. the IDENTITY of the custodian of such documents.

10 **RESPONSE:**

11 No.

12 **INTERROGATORY NO. 42:**

13 Has any employee of THIS DEFENDANT testified before the Occupational Safety and
14 Health Administration, the National Institute of Occupational Safety and Health, or any
15 committee or subcommittee of the United States Congress on the inhalation of asbestos dust and
16 the development of disease; if so, please state:

- 17 a. the entity before whom such testimony was given;
18 b. the date(s) and location(s) of such testimony;
19 c. the IDENTITY of the individual(s) who so testified;
20 d. whether any DOCUMENTS were presented to the entity before such testimony
21 was given;
22 e. whether copies of DOCUMENTS presented were retained by THIS
23 DEFENDANT;
24 f. if so, state the IDENTITY of the custodian of the DOCUMENT(S).

25 **RESPONSE:**

26 No.

27 **INTERROGATORY NO. 43:**

28 At any of the physical facilities identified in the response to Interrogatory No. 15, has

1 THIS DEFENDANT conducted, or caused to be conducted, tests and/or studies of ambient
2 asbestos dust created during the manufacture, processing and/or assembling of ASBESTOS-
3 CONTAINING PRODUCT(S); if so, please state:

4 a. each manufacturing facility, including location and address, at which any such test
5 and/or study was conducted;

6 b. the date of each such test and/or study;

7 c. the individuals or entity conducting each such test and/or study;

8 d. whether THIS DEFENDANT has any document containing the results and/or
9 conclusions of each such study;

10 e. the IDENTITY of the custodian of the documents.

11 **RESPONSE:**

12 No.

13 **INTERROGATORY NO. 44:**

14 Has THIS DEFENDANT conducted, or caused to be conducted, any tests and/or studies
15 on ambient asbestos dust levels at any location or job site where its ASBESTOS-CONTAINING
16 PRODUCT(S) were utilized in the United States; if so, please state:

17 a. the location, including the name and address, at which each such test and/or study
18 was conducted;

19 b. the individual(s) or entity conducting each such test and/or study;

20 c. the date of each such test and/or study;

21 d. whether THIS DEFENDANT has any DOCUMENTS containing the results
22 and/or conclusions of each such test and/or study;

23 e. the IDENTITY of the custodian of these DOCUMENTS.

24 **RESPONSE:**

25 No.

26 **INTERROGATORY NO. 45:**

27 Did THIS DEFENDANT have any laboratory or other facility anywhere in the United
28 States at which it conducted, or caused to be conducted, any tests and/or studies of its

1 ASBESTOS-CONTAINING PRODUCT(S) to measure the amount of asbestos dust generated by
2 any use for which such products were designed; if so, please state:

3 a. the location, including name and address, at which each such test and/or study was
4 conducted;

5 b. the individual(s) or entity conducting each such test and/or study;

6 c. the date of each such test and/or study;

7 d. whether THIS DEFENDANT has any DOCUMENTS containing the results
8 and/or conclusions of each such test and/or study;

9 e. the IDENTITY of the custodian of such DOCUMENTS.

10 **RESPONSE:**

11 No.

12 **INTERROGATORY NO. 46:**

13 Has THIS DEFENDANT made available to its employees engaged in the MARKETING
14 of its RAW ASBESTOS FIBER and/or its ASBESTOS-CONTAINING PRODUCT(S), a
15 medical examination program; if so, please state:

16 a. whether chest x-rays or pulmonary function tests were part of such program(s);

17 b. whether participation in any such program was a mandatory condition of
18 employment or was voluntary;

19 (i) if mandatory as a condition of employment, how frequently each employee
20 was required to undergo such examination;

21 c. whether THIS DEFENDANT has DOCUMENTS of such program;

22 d. the IDENTITY of the custodian of such DOCUMENTS.

23 **RESPONSE:**

24 No.

25 **INTERROGATORY NO. 47:**

26 Has THIS DEFENDANT notified in writing any individuals or COMPANIES to whom it
27 MARKETING RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S),
28 anywhere in the United States, of the potential relationship between exposure to asbestos and

1 disease: if so, please state:

- 2 a. the date(s) THIS DEFENDANT provided this information;
- 3 b. the means used for transmittal of such information;
- 4 c. whether THIS DEFENDANT has any copies of any DOCUMENTS transmitting
- 5 such information;
- 6 d. the IDENTITY of the custodian of such DOCUMENTS.

7 **RESPONSE:**

8 No.

9 **INTERROGATORY NO. 48:**

10 Has THIS DEFENDANT required any individual(s) who MARKETED its ASBESTOS-

11 CONTAINING PRODUCT(S) to wear respirators or face masks; if so, please state:

- 12 a. the job title(s) if known, of individual(s) required to wear respirators or face
- 13 masks;
- 14 b. the date(s) on which THIS DEFENDANT first required the wearing of respirators
- 15 or face masks;
- 16 c. the means by which the requirement to wear respirators or face masks was
- 17 communicated;
- 18 d. whether THIS DEFENDANT has any copies of DOCUMENTS communicating
- 19 such requirements;
- 20 e. the IDENTITY of the custodian of such DOCUMENTS.

21

22 **RESPONSE:**

23 No.

24 **INTERROGATORY NO. 49:**

25 Does or did THIS DEFENDANT utilize or employ any CONTRACT UNIT. If so, please

26 state:

- 27 a. the inclusive periods of time the CONTRACT UNIT(S) was utilized or employed;
- 28 b. the business address and name of the CONTRACT UNIT(S);

1 c. whether THIS DEFENDANT has any DOCUMENTS showing the location(s) of
2 the job site(s) where the CONTRACT UNIT(S) worked, and if so, state the IDENTITY of the
3 custodian of such DOCUMENTS.

4 **RESPONSE:**

5 No.

6 **INTERROGATORY NO. 50:**

7 Has THIS DEFENDANT received any written communication or other DOCUMENT,
8 other than a claim for workers' compensation, that any person was claiming injury as a result of
9 exposure to its RAW ASBESTOS FIBER and or ASBESTOS-CONTAINING PRODUCT(S); if
10 so, please IDENTIFY the first such written communication or DOCUMENT.

11 **RESPONSE:**

12 No.

13 **INTERROGATORY NO. 51:**

14 Has any person filed a claim for asbestos-related injury regarding THIS DEFENDANT
15 against any workers' compensation insurance carrier which provided coverage for THIS
16 DEFENDANT; if so, please state:

- 17 a. the date of such claim;
18 b. the name of claimant;
19 c. the caption;
20 d. the case number;
21 e. the court in which the claim was filed;
22 f. the IDENTITY of the custodian of such DOCUMENTS.

23 **RESPONSE:**

24 No.

25 **INTERROGATORY NO. 52:**

26 Has any person filed a workers' compensation claim for asbestos-related injury against
27 THIS DEFENDANT; if so, please state:

- 28 a. the date of such claim;

- b. the name of claimant;
- c. the caption;
- d. the case number;
- e. the court in which the claim was filed;
- f. the IDENTITY of the custodian of such documents.

RESPONSE:

No.

INTERROGATORY NO. 53:

Does THIS DEFENDANT have insurance available to cover judgment(s) entered against it in asbestos-related personal injury lawsuits; if so, please state:

- a. the name and effective date of such policy;
- b. the number and effective date of such policy;
- c. the amount(s) of coverage of each policy;
- d. the applicable dates of coverage;
- e. any reservation of rights contained in each such policy;
- f. the amount of coverage presently exhausted under each such policy;
- g. the amount of coverage presently available under each such policy;
- h. whether limits contained in each such policy include costs of defense.

RESPONSE:

Travelers Insurance company has agreed to primary coverage of various amounts for the period 1957 to 1967 and 1980 to 1983. Coverage amounts in the aggregate are \$300,000 for 1957 to 1967 and \$500,000 for 1980 to 1983. Ace, Liberty and AIG have agreed to defend the defendants in the asbestos lawsuits for the periods 1947 to 1957, 1971 to 1982 and 1983 to 1989 respectively and to settle such lawsuits as they agree on a case by case basis.

INTERROGATORY NO. 54:

Has THIS DEFENDANT owned or operated any petroleum refining facilities; if so, please state:

- a. whether any ASBESTOS-CONTAINING PRODUCT(S) were MARKETED on

1 the premises of such refining facilities;

2 b. the location, including the name and address of all such refining facilities;

3 d. the types of ASBESTOS-CONTAINING PRODUCT(S) MARKETED on such
4 premises;

5 e. the names of the manufacturers of any ASBESTOS-CONTAINING
6 PRODUCT(S) MARKETED on such premises;

7 f. whether THIS DEFENDANT has documents identifying such MARKETING;

8 g. the IDENTITY of the custodian of such documents.

9 **RESPONSE:**

10 No.

11 **INTERROGATORY NO. 55:**

12 Has THIS DEFENDANT held a controlling ownership interest in any COMPANY which
13 owned or operated petroleum refining facilities: if so, for the period(s) of time during which THIS
14 DEFENDANT held such interest, please state:

15 a. whether any ASBESTOS-CONTAINING PRODUCT(S) were MARKETED on
16 the premises of such refining facilities;

17 b. the location, including the name and address of all such refining facilities;

18 c. the dates of operation of such refining facilities;

19 d. the types of ASBESTOS-CONTAINING PRODUCT(S) MARKETED on such
20 premises;

21
22 e. the names of the manufacturers of any ASBESTOS-CONTAINING
23 PRODUCT(S) MARKETED on such premises;

24 f. whether THIS DEFENDANT has DOCUMENTS identifying such MARKETING;

25 g. the IDENTITY of the custodian of such DOCUMENTS.

26 **RESPONSE:**

27 No.

28 **INTERROGATORY NO. 57:**

1 Has THIS DEFENDANT contracted with any COMPANY for the MARKETING of
2 ASBESTOS-CONTAINING PRODUCT(S) on any premises owned or leased by THIS
3 DEFENDANT; if so please state;

- 4 a. the location, including name and address of such premises;
5 b. the name and address of each such COMPANY;
6 c. the types of ASBESTOS-CONTAINING PRODUCT(S);
7 d. the name of the manufacturers of such ASBESTOS-CONTAINING
8 PRODUCT(S);
9 e. whether THIS DEFENDANT has documents of such MARKETING;
10 f. the IDENTITY of the custodian of such DOCUMENTS.

11 **RESPONSE:**

12 No.

13 Dated: ~~August~~ ^{Sept} 1, 2006

JACKSON & WALLACE LLP

14
15 By: 

16 ANA T. PORTILLO
17 Attorneys for Defendant
18 J.A. SEXAUER MANUFACTURING CO.,
19 INC.
20
21
22
23
24
25
26
27
28

1 PROOF OF SERVICE

2 I, Tyhera Y. Payton, declare:

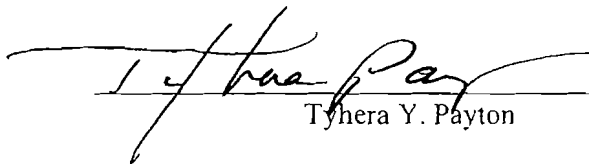
3 I am a citizen of the United States and employed in San Francisco County, California. I
4 am over the age of eighteen years and not a party to the within-entitled action. My business
5 address is 55 Francisco Street, 6th Floor, San Francisco, California 94133. On ~~July 26~~ ^{September 1}, 2006, I
6 served a copy of the within document(s): J.A. SEXAUER MANUFACTURING CO., INC.'S
7 RESPONSE TO PLAINTIFFS' FIRST SET OF DIEDEN INTERROGATORIES

- 8 ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set
9 forth below on this date before 5:00 p.m.
- 10 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon
11 fully prepaid, in the United States mail at San Francisco, California addressed as
12 set forth below.
- 13 ☐ by placing the document(s) listed above in a sealed _____ envelope and
14 affixing a pre-paid air bill, and causing the envelope to be delivered to a
15 _____ agent for delivery.
- 16 ☐ by personally delivering the document(s) listed above to the person(s) at the
17 address(es) set forth below.

18 Kazan, McClain, et al.
19 171 Twelfth Street, Suite 300
20 Oakland, CA 94607

21 I am readily familiar with the firm's practice of collection and processing correspondence
22 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
23 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
24 motion of the party served, service is presumed invalid if postal cancellation date or postage
25 meter date is more than one day after date of deposit for mailing in affidavit.

26 I declare under penalty of perjury under the laws of the State of California that the above
27 is true and correct. Executed on ~~August~~ ^{September} 1, 2006, at San Francisco, California.

28 
Tyhera Y. Payton

1 VERIFICATION

2 I have read the foregoing **RESPONSES TO PLAINTIFFS' FIRST SET OF DIEDEN**
3 **INTERROGATORIES**, and know its contents.

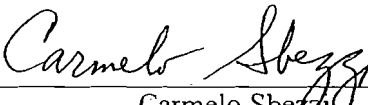
4 ☐ I am a party to this action. The matters stated in it are true of my own knowledge
5 except as to those matters which are stated on information and belief, and as to
6 those matters I believe them to be true.

7 ☒ I am the former Vice President of Sales and Purchasing for J.A. Sexauer, Inc., a
8 party to this action, and am authorized to make this verification for and on its
9 behalf, and I make this verification for that reason. I have read the foregoing
10 document(s). I am informed and believe and on that ground allege that the
11 matters stated in it are true.

12 ☐ I am one of the attorneys of record for _____, a party to this action.
13 Such party is absent from the county in which I have my office, and I make this
14 verification for and on behalf of that party for that reason. I have read the
15 foregoing document(s). I am informed and believe and on that ground allege that
16 the matters stated in it are true.

17 Executed at (city and state) _____, on _____, 2006.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct.

20
21 
22 Carmelo Sbezz

1 PROOF OF SERVICE

2 I, Tyhera Y. Payton, declare:

3 I am a citizen of the United States and employed in San Francisco County, California. I
4 am over the age of eighteen years and not a party to the within-entitled action. My business
5 address is 55 Francisco Street, 6th Floor, San Francisco, California 94133. On August 29, 2006,
6 I served a copy of the within document(s): J.A. SEXAUER MANUFACTURING CO., INC.'S
7 RESPONSE TO PLAINTIFFS' FIRST SET OF DIEDEN INTERROGATORIES

- 8 ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set
9 forth below on this date before 5:00 p.m.
- 10 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon
11 fully prepaid, in the United States mail at San Francisco, California addressed as
12 set forth below.
- 13 ☐ by placing the document(s) listed above in a sealed _____ envelope and
14 affixing a pre-paid air bill, and causing the envelope to be delivered to a
15 _____ agent for delivery.
- 16 ☐ by personally delivering the document(s) listed above to the person(s) at the
17 address(es) set forth below.

18 Kazan McClain Abrams Fernandez
19 Lyon Farrise & Greenwood
20 171 Twelfth Street, Third Floor
21 Oakland CA 94607

22 I am readily familiar with the firm's practice of collection and processing correspondence
23 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
24 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
25 motion of the party served, service is presumed invalid if postal cancellation date or postage
26 meter date is more than one day after date of deposit for mailing in affidavit.

27 I declare under penalty of perjury under the laws of the State of California that the above
28 is true and correct. Executed on August 29, 2006, at San Francisco, California.

29 
Tyhera Y. Payton

Hogan v Alcoa, Inc. Depo of Carmelo Sbezzi 10-18-06

Page 1 to Page 95

CONDENSED TRANSCRIPT AND CONCORDANCE
PREPARED BY:

**Aiken & Welch Court Reporters
One Kaiser Plaza, Suite 505
Oakland, CA 94612
Phone: 510-451-1580**

Page 1

(1) IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
(2) IN AND FOR THE COUNTY OF ALAMEDA
(3) ---000---
(4) CLAYTON HOGAN and
(5) AMY HOGAN,
(6) Plaintiffs,
(7) vs. No. 4154680
(8) ALCOA, INC., et al.,
(9) Defendants.
(10) _____
(11)
(12)
(13) DEPOSITION OF CARMELO SBEZZI
(14)
(15)
(16)
(17)
(18) Taken before DENISE M. LOMBARDO
(19) CSR No. 5419
(20) October 18, 2006
(21)
(22)
(23)
(24)
(25)

Page 2

(1) INDEX
(2) PAGE
(3) EXAMINATION BY MR. BOSL
(4)
(5)
(6)
(7)
(8)
(9)
(10) EXHIBITS
(11) PLAINTIFFS' PAGE
(12) A Notice of Taking The Deposition
of Defendant J. S. Sexauer
Manufacturing Co., Inc.'s Person(s)
Most Knowledgeable and Custodian(s)
of Records
(13)
(14) B Objection of Defendant J. A. Sexauer
Company to Plaintiffs' Notice of
Deposition of J. A. Sexauer's Person
Most Knowledgeable and Custodian
of Records and Request to Produce
Documents at Deposition
(15)
(16)
(17)
(18) C Letter dated October 2, 2006
(19)
(20) D Document entitled "Master Catalog"
of J. A. Sexauer
(21) E Catalog, Edition K, of the J. A.
Sexauer Manufacturing Co., Inc.
(22)
(23) F Responses to Defendant Garlock,
Inc., to General Order No. 29
Interrogatories
(24)
(25) G J. A. Sexauer's First Amended
Responses to Plaintiffs'
Interrogatories, Set One

Page 3

(1) EXHIBITS
(2) PLAINTIFFS' PAGE
(3) H J. A. Sexauer Manufacturing Co.,
Inc.'s Response to Plaintiffs'
(4) First Set of Dieden Interrogatories
(5)
(6)
(7)
(8)
(9)
(10)
(11)
(12)
(13)
(14)
(15)
(16)
(17)
(18)
(19)
(20)
(21)
(22)
(23)
(24)
(25)

Page 4

(1) DEPOSITION OF CARMELO SBEZZI
(2)
(3) BE IT REMEMBERED, that pursuant to Notice, and on
(4) the 18th day of October 2006, commencing at the hour of
(5) 9:58 a.m., in the offices of Kazan, McClain, Abrams,
(6) Fernandez, Lyons, Farrise & Greenwood, 171 - 12th
(7) Street, Suite 300, Oakland, California, before me,
(8) DENISE M. LOMBARDO, a Certified Shorthand Reporter,
(9) personally appeared CARMELO SBEZZI, produced as a
(10) witness in said action, and being by me first duly
(11) sworn, was thereupon examined as a witness in said
(12) cause.
(13)
(14) ---o0o---
(15)
(16) JUSTIN BOSL; and GORDON GREENWOOD, Kazan,
(17) McClain, Abrams, Fernandez, Lyons, Farrise & Greenwood,
(18) 171 - 12th Street, Suite 300, Oakland, California
(19) 94607, appeared on behalf of the Plaintiffs.
(20)
(21) ROHIT A. SABNIS, Burnham & Brown, 1901 Harrison
(22) Street, 11th Floor, Oakland, California 94612, appeared
(23) on behalf of the Defendant Plant Insulation Company.
(24)
(25)

Page 5

(1) JEFFREY HURWITZ, Hassard, Bonnington LLP, Two
(2) Embarcadero Center, Suite 1800, San Francisco,
(3) California 94111, appeared on behalf of the Defendants
(4) Kaiser Gypsum Company, Inc.; and Sequoia Ventures, Inc.
(5)
(6) JOHN R. WALLACE; and ANA T. PROTILLO, Jackson &
(7) Wallace, 55 Francisco Street, Suite 600, San Francisco,
(8) California 94133, appeared on behalf of the Defendant
(9) J. A. Sexauer Manufacturing Co., Inc.
(10)
(11) D. PAUL BIRD, II, McKenna, Long & Aldridge, One
(12) Market Street, San Francisco, California 94105,
(13) appeared on behalf of the Defendant D. Zelinsky & Sons,
(14) Inc.
(15)
(16) MONICA BANSAL, Walsworth, Franklin, Bevins &
(17) McCall, 550 Montgomery Street, 8th Floor, San
(18) Francisco, California 94111, appeared on behalf of the
(19) Defendant Thomas Dee Engineering Company.
(20)
(21) CHARLES M. McCAGHEY, Ryan, Ryan, Johnson &
(22) Deluca, LLP, 80 Fourth Street, Stamford, Connecticut
(23) 06905, appeared on behalf of the Defendant J. A.
(24) Sexauer Manufacturing Co., Inc.
(25)

Page 6

(1) CARMELO SBEZZI,
(2) sworn as a witness,
(3) testified as follows:
(4) EXAMINATION BY MR. BOSL:
(5) Q. Good morning, Mr. Sbezzi.
(6) A. Good morning.
(7) Q. I just introduced myself. My name is Justin
(8) Bosl, and I represent the Hogan family in this case.
(9) Just for the record, I've attached as Exhibits
(10) A, B and C respectively the notice of taking J. A.
(11) Sexauer's person most knowledgeable and custodian of
(12) records, J. A. Sexauer's objections and, C, our October
(13) 2nd notice of taking the deposition this morning.
(14) (Plaintiffs' Exhibit A, B and C
(15) marked for Identification.)
(16) BY MR. BOSL:
(17) Q. Mr. Sbezzi, would you state your full name for
(18) the record and spell it, please.
(19) A. Carmelo, C-A-R-M-E-L-O, Sbezzi, S-B-E-Z-Z-I.
(20) Q. What is your address?
(21) A. Presently, I live at 7792 Guida Drive, West
(22) Palm Beach, Florida 33411. I spend a half a year there
(23) and a half a year in New York. Do you want my New York
(24) address?
(25) Q. Please.

Page 7

(1) A. 222 Martling, M-A-R-T-L-I-N-G, Avenue,
(2) Apartment 4P, Tarrytown, 10591.
(3) Q. Have you ever been deposed before, sir?
(4) A. Yes, I have.
(5) Q. How many times?
(6) A. Three times.
(7) Q. Let's start with the first one. Do you
(8) remember when that was?
(9) A. The first one back?
(10) Q. Yes, the first deposition.
(11) A. I believe it was in the late '60s and it had to
(12) do with --
(13) MR. WALLACE: He just asked when.
(14) THE WITNESS: Yes.
(15) BY MR. BOSL:
(16) Q. What was the nature of that deposition, of the
(17) case, I'm sorry, in which the deposition took place?
(18) A. Sulfuric acid.
(19) Q. It was a personal injury case?
(20) A. Personal injury, yes.
(21) Q. And were you testifying as a witness or on
(22) behalf of a company? I'm sorry. A percipient witness.
(23) Did you see it happen, the injury happen?
(24) A. No.
(25) Q. Are with you testifying on behalf of a company?

Page 8

(1) A. Yes.
(2) Q. Which company was that?
(3) A. J. A. Sexauer.
(4) Q. And this was an injury that took place at a
(5) Sexauer facility?
(6) A. No.
(7) Q. As a result of a Sexauer product that they
(8) sold?
(9) MR. WALLACE: If you know.
(10) THE WITNESS: As a result of a Sexauer product.
(11) BY MR. BOSL:
(12) Q. Do you recall who the plaintiffs' attorneys in
(13) that case were?
(14) A. No, I don't.
(15) Q. How about the second deposition that you did;
(16) when was that?
(17) A. 1998.
(18) Q. What was the nature of that case?
(19) A. It was an asbestos-related case.
(20) Q. Were you testifying on behalf of a company?
(21) A. Yes, sir.
(22) Q. Sexauer?
(23) A. Yes.
(24) Q. Do you recall where that deposition took place?
(25) A. I believe at counsel's office in Stamford,

Page 9

- (1) Connecticut.
- (2) Q. Do you recall where the case was pending?
- (3) A. No, I don't.
- (4) Q. Were you represented at the deposition by
- (5) counsel?
- (6) A. Yes.
- (7) Q. Do you recall who the plaintiff's attorney was?
- (8) A. No, I don't.
- (9) Q. Who was your lawyer there?
- (10) A. Mr. McCaghey.
- (11) Q. And then the third deposition, do you recall
- (12) when that was?
- (13) A. 2002.
- (14) Q. Was that also an asbestos case?
- (15) A. Yes, it was.
- (16) Q. And you testified on behalf of Sexauer?
- (17) A. Yes.
- (18) Q. Were you also represented by Mr. McCaghey at
- (19) that deposition?
- (20) A. Yes.
- (21) Q. Where did that deposition take place?
- (22) A. West Palm Beach, Florida.
- (23) Q. Do you recall where that case was pending?
- (24) A. No, I don't.
- (25) Q. Do you recall who the plaintiff's attorney was

Page 10

- (1) in that case?
- (2) A. No, I don't.
- (3) Q. It's been a little while since you've been
- (4) deposed last, so I just want to go over a few basic
- (5) ground rules for today's deposition.
- (6) You've been doing very well at letting me
- (7) finish my questions before you answer, and I would ask
- (8) that we continue that and I will try and let you finish
- (9) your answer before I ask the next question.
- (10) I would also ask that you make sure that all of
- (11) your answers are verbal. We often use "uh-huh,"
- (12) "uh-uh," shaking our head, nodding our head, and I
- (13) would ask that you would make sure that all responses
- (14) are verbal.
- (15) Do you understand?
- (16) A. Yes, sir.
- (17) Q. It's very important that you give your most
- (18) honest and accurate answers today as you can. Even
- (19) though this is an informal setting, you understand that
- (20) this has the full effect as if you were testifying in
- (21) front of a jury and a judge in a courtroom.
- (22) Do you understand that?
- (23) A. Yes, I do.
- (24) Q. One of the other reasons that it's so important
- (25) that you give us honest and accurate answers today is

Page 11

- (1) that at the end of this deposition, you will be given
- (2) an opportunity to review the written transcript for any
- (3) corrections that you need to make, but any corrections
- (4) that you do make we will be allowed to comment on in
- (5) front of a jury or a judge if this were to be read into
- (6) trial, and that could be to your embarrassment.
- (7) Do you understand that?
- (8) A. Yes, I do.
- (9) Q. If you need to take a break at any time, please
- (10) let me know and we will try and accommodate you. The
- (11) only thing I would ask is that you answer the question
- (12) before we take a break.
- (13) A. Thank you.
- (14) Q. Have you taken any medications in the last 24
- (15) hours that you think may affect your testimony today?
- (16) A. I take medication on a daily basis.
- (17) MR. WALLACE: That's not his question. Did you
- (18) understand his question?
- (19) THE WITNESS: That it will affect my testimony?
- (20) BY MR. BOSL:
- (21) Q. Would it affect your ability to give accurate,
- (22) full testimony today?
- (23) A. No.
- (24) Q. Are you under the influence of any alcohol or
- (25) drugs?

Page 12

- (1) A. No. Couldn't you tell?
- (2) Q. You never know.
- (3) Do you know of any other reasons why you cannot
- (4) testify fully and accurately today?
- (5) A. No.
- (6) Q. Sir, what is the highest level of education or
- (7) degree that you have achieved?
- (8) A. I have a college degree.
- (9) Q. Is that a B.A. or a B.S.?
- (10) A. B.S.
- (11) Q. B.S. In what field?
- (12) A. Labor management.
- (13) Q. Where did you attend university?
- (14) A. Manhattan College in Riverdale, New York.
- (15) Q. What year did you graduate?
- (16) A. 1958.
- (17) Q. Did you go directly from high school to
- (18) college?
- (19) A. Yes, I did.
- (20) Q. Have you had any further education after your
- (21) college degree?
- (22) A. No, I have not.
- (23) Q. Where did you go to work after college?
- (24) A. I worked for a sporting goods store in North
- (25) Tarrytown, New York.

Page 13

- (1) MR. WALLACE: It's north.
- (2) BY MR. BOSL:
- (3) Q. What year did you start there?
- (4) A. Full time?
- (5) Q. Yes.
- (6) A. 1958.
- (7) Q. Did you work there part time before that?
- (8) A. Yes, I did.
- (9) Q. During college?
- (10) A. During college.
- (11) Q. What year did you start there? I'm sorry. I
- (12) didn't let you finish.
- (13) A. During college and during high school, part of
- (14) high school.
- (15) Q. How long did you work there?
- (16) A. Part time or full time?
- (17) Q. Let's say full time starting in 1958.
- (18) A. Approximately two years.
- (19) Q. What were your responsibilities there when you
- (20) worked there full time?
- (21) A. I was in charge of running the store, doing
- (22) bids when they sold to schools. That's about it.
- (23) Q. What was your title there?
- (24) A. No title.
- (25) Q. Was it part of a chain or --

Page 14

- (1) A. Individually owned, small.
- (2) Q. I forgot to ask you this. Just let me go back
- (3) and ask you real quick.
- (4) Have you ever testified in court before?
- (5) A. In an actual courtroom?
- (6) Q. In an actual courtroom, yes.
- (7) A. No, I have not.
- (8) Q. So you left the sporting goods store in
- (9) approximately 1960?
- (10) A. That's correct.
- (11) Q. Where did you go to work after that?
- (12) A. A company called Tensolite, T-E-N-S-O-L-I-T-E,
- (13) Insulated Wire Company, Tarrytown, New York.
- (14) Q. Did you have a job title there?
- (15) A. Purchasing assistant.
- (16) Q. Did Tensolite manufacture the insulated wire?
- (17) A. They insulated copper wire that they bought.
- (18) Q. Did you work at the factory or plant where this
- (19) was done?
- (20) A. The home office which included office and
- (21) plant.
- (22) Q. What were your responsibilities there?
- (23) A. Purchase materials used in the insulating of
- (24) wire, purchase office supplies, purchase equipment
- (25) needed for the proper running of the machinery,

Page 15

- (1) expedite the orders.
- (2) Q. What material was used to insulate the wire, if
- (3) you know?
- (4) A. Teflon.
- (5) Q. Do you recall the major companies that you
- (6) purchased from for the Teflon insulating material?
- (7) A. As far as I know, there was one company only.
- (8) DuPont.
- (9) Q. Until what year did you work for Tensolite?
- (10) A. Just a little bit over a year after I started.
- (11) Q. So somewhere in 1961 or '62?
- (12) A. '61.
- (13) Q. Throughout your time there at Tensolite, did
- (14) you have the title purchasing assistant or did your job
- (15) title or responsibilities change at any time?
- (16) A. They did not change.
- (17) Q. When you left Tensolite in 1961, did you get a
- (18) job after that?
- (19) A. I hope so.
- (20) Q. Where did you go to work?
- (21) A. Western Union Telegraph Company.
- (22) Q. What was your job title there?
- (23) A. Purchasing assistant.
- (24) Q. Which office did you work in?
- (25) A. Home office. 30 Hudson Street, New York City.

Page 16

- (1) I don't know the zip.
- (2) Q. That's all right.
- (3) What were your responsibilities there?
- (4) A. Expedite contracts that were placed on vendors.
- (5) Q. These were products that Washington Union was
- (6) purchasing, then?
- (7) A. Western Union.
- (8) Q. I'm sorry. Western.
- (9) What products were those?
- (10) MR. WALLACE: If you recall.
- (11) THE WITNESS: Trees that they used for poles,
- (12) screw machine parts that they used in their equipment,
- (13) like phone jacks that they had manufactured outside.
- (14) BY MR. BOSL:
- (15) Q. Any types of insulated wires?
- (16) A. Not that I know of.
- (17) Q. Do you recall purchasing any
- (18) asbestos-containing products?
- (19) A. I didn't purchase at that job.
- (20) Q. I'm sorry.
- (21) Do you recall if the contracts that you were
- (22) expediting were for asbestos-containing products?
- (23) A. Not that I know of.
- (24) Q. How long did you remain at Western Union?
- (25) A. Till 1963.

Page 17

- (1) Q. During that entire time, you were a purchasing
(2) assistant?
(3) A. Yes.
(4) Q. And in 1963, where did you go to work?
(5) A. J. A. Sexauer.
(6) Q. What was your job title at that time?
(7) A. Purchasing assistant.
(8) Q. Which office did you work out of?
(9) A. Home office. 10 Hamilton Avenue, White Plains,
(10) New York.
(11) Q. What were your responsibilities as purchasing
(12) assistant for Sexauer?
(13) A. To purchase various parts that were used to
(14) distribute, expedite them.
(15) Q. How many purchasing assistants were there at
(16) that time at the home office?
(17) A. One.
(18) Q. So were you in charge of purchasing all of the
(19) parts that J. A. Sexauer distributed?
(20) A. Yes.
(21) Q. How long did you have that title of purchasing
(22) assistant?
(23) A. Probably five years.
(24) Q. About until 1968?
(25) A. Yes.

Page 18

- (1) Q. At that time did your job title change?
(2) A. Director of purchasing.
(3) Q. How long were you the director of purchasing?
(4) A. Till 1973.
(5) Q. When you became director of purchasing, did
(6) your responsibilities change?
(7) A. Not really.
(8) Q. When you say "not really," was there any change
(9) to your responsibilities?
(10) A. Not that I recall. More money. Title always
(11) helps.
(12) Q. I assume there were no other directors of
(13) purchasing for J. A. Sexauer?
(14) A. When you got the best, you don't need others.
(15) Q. Now, from '63 to '73, you were the purchasing
(16) assistant director of purchasing in White Plains. Did
(17) J. A. Sexauer have any other offices throughout the
(18) country?
(19) MR. WALLACE: Just from the '68 to '73 time
(20) period?
(21) MR. BOSL: For now.
(22) MR. WALLACE: That's what I mean. For this
(23) question.
(24) MR. BOSL: That's right.
(25) MR. WALLACE: Do you understand that?

Page 19

- (1) THE WITNESS: Did Sexauer have any other
(2) offices from '68 to '73?
(3) MR. BOSL: From '63 to '73.
(4) THE WITNESS: No.
(5) BY MR. BOSL:
(6) Q. So you were the director of purchasing for the
(7) entire organization?
(8) A. That's correct.
(9) Q. Is that the case throughout Sexauer's entire
(10) history?
(11) MR. WALLACE: If you know.
(12) MR. BOSL: If you know.
(13) THE WITNESS: I don't understand the question.
(14) BY MR. BOSL:
(15) Q. At any time did J. A. Sexauer have other
(16) offices?
(17) A. Prior to '73 or after '73?
(18) Q. Let's start with prior to '73.
(19) A. No.
(20) Q. No. And after '73?
(21) A. Yes.
(22) Q. Where were those offices?
(23) A. Louisville, Kentucky.
(24) Q. Do you recall when that office opened?
(25) A. No, I don't.

Page 20

- (1) Q. Do you recall generally, maybe what decade that
(2) took place in?
(3) A. Early '70s.
(4) Q. At that time did the White Plains, New York,
(5) office continue in operation?
(6) A. Yes, it did.
(7) Q. What operations took place at Louisville,
(8) Kentucky?
(9) A. Warehouse.
(10) Q. Prior to the opening of the Louisville
(11) warehouse, were products warehoused in White Plains,
(12) New York?
(13) A. Only, yes.
(14) Q. Did you have opportunity to go into the
(15) warehouse in White Plains, New York?
(16) A. Yes.
(17) Q. Have you ever been to the warehouse Louisville,
(18) Kentucky?
(19) A. Yes.
(20) Q. Once the warehouse in Kentucky opened, did the
(21) warehouse in White Plains, New York, continue in
(22) operation?
(23) A. Yes, it did.
(24) Q. What products were warehoused Louisville?
(25) A. The same products that were warehoused in White

Page 21

- (1) Plains.
- (2) Q. Did the warehouse in New York and Louisville
- (3) have different customers that they sold to or
- (4) distributed to?
- (5) A. That they distributed to, yes.
- (6) Q. Were those different customers divided up by
- (7) region, geographical region?
- (8) A. Yes, they were.
- (9) Q. What geographical region did the White Plains,
- (10) New York, warehouse supply to?
- (11) MR. WALLACE: Do we have a time when there was
- (12) competition with the Louisville office? Is that what
- (13) you're asking for.
- (14) MR. BOSL: Yes. Yes, after '73 once the
- (15) Louisville warehouse opened.
- (16) MR. WALLACE: Well, he said in the early '70s,
- (17) just so it's clear.
- (18) MR. BOSL: Okay.
- (19) MR. WALLACE: Do you understand what he's
- (20) asking you? After the Louisville and the White Plains
- (21) office were both opened --
- (22) THE WITNESS: How was it divided?
- (23) MR. WALLACE: That's his question.
- (24) THE WITNESS: White Plains would ship to the
- (25) northeast, upper central part of the United States, and

Page 22

- (1) Louisville would ship to the West Coast and southern
- (2) part, southeast.
- (3) BY MR. BOSL:
- (4) Q. So after the early '70s, if someone on the West
- (5) Coast, say, in California, made an order for Sexauer,
- (6) the product would have been shipped from Louisville?
- (7) A. Yes.
- (8) Q. How often have you been -- or how many times
- (9) have you been to the Louisville warehouse?
- (10) A. At least once a month.
- (11) Q. Beginning in the early '70s when it opened?
- (12) A. Yes.
- (13) Q. And continuing until when?
- (14) A. I didn't go once a month later on and I don't
- (15) know how often -- I might have been there once every
- (16) two months or three months in the latter years.
- (17) Q. Real quick, before the early '70s when
- (18) Louisville plant opened, a West Coast customer would
- (19) have had their product shipped from White Plains; is
- (20) that correct?
- (21) A. It was the only shipping distribution point.
- (22) Q. So in -- I believe you said 1973 you became
- (23) director of sales; correct? I'm sorry. Director of
- (24) purchasing.
- (25) A. Yes.

Page 23

- (1) Q. That's right. Director of purchasing.
- (2) A. Yes.
- (3) Q. How long did you remain the director of
- (4) purchasing for Sexauer?
- (5) A. Three more years.
- (6) Q. So until, approximately, 1976?
- (7) A. I believe I may have misquoted myself there.
- (8) Probably the latter part of the '70s.
- (9) Q. And you're not sure exactly what year that
- (10) would have been?
- (11) A. No, I'm not.
- (12) Q. When you ceased being director of purchasing in
- (13) the late '70s, did you remain employed with Sexauer?
- (14) A. Yes.
- (15) Q. What was your title after that time?
- (16) A. Vice-president of sales. Can I correct myself?
- (17) Q. Yes.
- (18) A. I believe that was 1982.
- (19) Q. It was 1982. Okay.
- (20) So you were director of purchasing until 1982?
- (21) A. Yes.
- (22) Q. At which time you became vice-president of
- (23) sales?
- (24) A. Yes.
- (25) Q. Vice-president of sales in 1982.

Page 24

- (1) When you became vice-president of sales, did
- (2) your responsibilities change?
- (3) A. Yes.
- (4) Q. What were your responsibilities when you became
- (5) vice-president of sales?
- (6) A. To set quotas for the sales department, to set
- (7) quotas for the individual regions, to assist in hiring
- (8) sales personnel.
- (9) MR. WALLACE: Can we take -- we don't need to
- (10) go anywhere. I just want to go off the record for a
- (11) second.
- (12) MR. BOSL: Sure.
- (13) (Off the record.)
- (14) MR. WALLACE: If we can go back on the record.
- (15) It might be helpful, so that there's no
- (16) confusion, to maybe ask the witness again as to the
- (17) timing of the various positions that he held just so
- (18) it's clear.
- (19) MR. BOSL: That's fine.
- (20) BY MR. BOSL:
- (21) Q. My understanding is you began as a purchasing
- (22) assistant for J. A. Sexauer in 1963; is that correct?
- (23) A. That's correct.
- (24) Q. How long did you hold that position?
- (25) A. Five or six years.

Page 25

- (1) Q. Five or six years.
(2) Till approximately 1968; is that correct?
(3) A. (Witness nodding head.)
(4) Q. At that time you testified you became the
(5) director of purchasing; is that correct?
(6) A. That's correct.
(7) Q. And you held the position of director of
(8) purchasing until 1973; is that correct?
(9) A. '76.
(10) Q. '76. Okay.
(11) You became director of purchasing in 1976 and
(12) you held that position until 1982 when you became
(13) vice-president of sales?
(14) A. I misunderstood you. I became director --
(15) vice-president of sales in 1976.
(16) Q. In 1976. Okay.
(17) MR. WALLACE: That's the point, Counsel, I
(18) wanted to clear up.
(19) MR. BOSL: I see.
(20) BY MR. BOSL:
(21) Q. So director of purchasing is also
(22) vice-president of sales? You held both of those --
(23) A. No. No.
(24) Q. I'm sorry.
(25) So you held purchasing assistant until 1968?

Page 26

- (1) A. Right.
(2) Q. At which point you became director of
(3) purchasing which you held until 1976?
(4) A. (Witness nodding head.)
(5) Q. At which point you became vice-president of
(6) sales?
(7) A. No. Vice-president of purchasing.
(8) Q. Vice-president of purchasing. Okay.
(9) How long did you hold the position of
(10) vice-president of purchasing?
(11) A. Approximately 1982.
(12) Q. Till 1982. Okay.
(13) And in 1982 you became vice-president of sales;
(14) is that correct?
(15) A. That's correct.
(16) Q. And before we took the little break, you were
(17) describing your responsibilities as vice-president of
(18) sales. And I believe you said that you set quotas for
(19) the sales departments and for the various regions, and
(20) you assisted in hiring.
(21) Did you have any other responsibilities at that
(22) time?
(23) A. Assist regional managers in performing their
(24) functions.
(25) Q. What were those functions?

Page 27

- (1) A. To hire salespeople, to give quotas.
(2) Q. I want to go back, then, and ask you what your
(3) responsibilities were when you were director of
(4) purchasing -- I'm sorry -- vice-president of
(5) purchasing.
(6) A. Same responsibilities. Another change of title
(7) which improved my income.
(8) Q. Same responsibilities as when you were
(9) purchasing assistant and director of purchasing?
(10) A. Yeah. It was a small company and there were no
(11) major changes in the functions.
(12) Q. So you became vice-president of sales in 1982.
(13) How long did you hold that title?
(14) A. Till my retirement.
(15) Q. When did you retire?
(16) A. The year 2000.
(17) Q. And you remain retired to this day?
(18) A. Not right now.
(19) Q. Did you ever go back to work after you retired
(20) in 2000?
(21) A. No, I did not. I spent 37 years. A long
(22) career.
(23) Q. During the years that you were purchasing
(24) assistant, director of purchasing and vice-president of
(25) purchasing -- so I guess 1963 to 1982 -- I believe you

Page 28

- (1) said you were in charge of purchasing all of the
(2) products that Sexauer distributed; is that correct?
(3) A. That's correct.
(4) Q. What were the nature of those products?
(5) A. Individual component parts from various
(6) manufacturers of fixtures and flushometers that's used
(7) for repairs, also tools that's used in the industry.
(8) Q. We'll come back to the specific products
(9) themselves. I want to go first, though -- you were
(10) vice-president of sales from 1982 until 2000.
(11) Do you have any knowledge of the manner in
(12) which Sexauer sold products prior to 1982?
(13) A. I don't understand "the manner in which Sexauer
(14) sold."
(15) Q. If a customer wanted to purchase a product from
(16) Sexauer --
(17) A. Yes.
(18) Q. I guess two sections of this question, then --
(19) do you know how that customer would go about purchasing
(20) that product prior to 1982?
(21) A. Yes. There's more than one way.
(22) Q. Do you know how, once that order was placed,
(23) Sexauer would fill that order and distribute the
(24) product prior to 1982?
(25) A. Yes.

Page 29

(1) Q. You say there were several ways. So let's say
(2) a -- well, first of all, did Sexauer distribute to
(3) contractors?
(4) A. Sexauer distributed to any facility that was
(5) large enough that had a maintenance department that
(6) required parts to keep the building in order.
(7) Q. I'll come back to that. I'm not sure that
(8) necessarily answers my question, though.
(9) Did Sexauer distribute to contractors?
(10) A. Well, I'm not sure "contractors" is a
(11) terminology that I understand as you try and tell me.
(12) Would you consider --
(13) MR. WALLACE: If you don't understand the
(14) question -- you just told him that -- he can ask
(15) another question.
(16) BY MR. BOSL:
(17) Q. Let's say a plumbing contractor in a city, for
(18) example, San Francisco. Did you sell to plumbing
(19) contractors?
(20) A. Yes. It was one of our minor markets.
(21) Q. And if a contractor wanted to place an order,
(22) how would they go about that?
(23) A. One method was, we had commissioned salesmen in
(24) the territory that called on the facilities that they
(25) felt were potential customers. And being

Page 30

(1) commissioned --
(2) MR. WALLACE: He just asked if a contractor
(3) wanted to place an order, how would they do that.
(4) That's all he's asking.
(5) THE WITNESS: Okay.
(6) MR. WALLACE: Just tell him that, if you know.
(7) THE WITNESS: Can you just read back what I
(8) said?
(9) (Record read by the Reporter.)
(10) BY MR. BOSL:
(11) Q. So you had commissioned salesmen --
(12) MR. WALLACE: Hang on. Do you have an answer
(13) for his question?
(14) THE WITNESS: I have another method that I
(15) think is part B.
(16) MR. WALLACE: Try and answer his question.
(17) THE WITNESS: We also distributed catalogs, and
(18) a potential customer could order product using an 800
(19) number and it would be shipped to him.
(20) BY MR. BOSL:
(21) Q. Well, then let's begin with the commissioned
(22) salesmen.
(23) What regions or territories did Sexauer sell to
(24) for which they had commissioned salesmen?
(25) A. The country was divided into six regions.

Page 31

(1) Q. How many salesmen did Sexauer have -- well, I'm
(2) sorry. Strike that.
(3) What were these six regions?
(4) A. Northeast, southeast, Central America --
(5) MR. WALLACE: Well, Central America implies the
(6) land between North America and South America.
(7) THE WITNESS: Central United States, north
(8) central United States.
(9) MR. WALLACE: Thank you.
(10) THE WITNESS: South central United States, West
(11) Coast. How many is that?
(12) MR. WALLACE: That's five.
(13) THE WITNESS: And the sixth would be a
(14) combination of Alaska, Hawaii and Puerto Rico.
(15) BY MR. BOSL:
(16) Q. Did Sexauer have regional sales headquarters in
(17) each of these territories?
(18) A. No headquarters.
(19) Q. Or office? I should ask that.
(20) A. No office.
(21) Q. And so how many commissioned sales -- I should
(22) ask first, California, I assume, is in the West Coast
(23) region?
(24) A. Good place to be.
(25) Q. How many commissioned salespersons did Sexauer

Page 32

(1) have on the West Coast?
(2) A. I don't recall.
(3) Q. Do you have an estimate as to -- was it less
(4) than ten?
(5) A. What period?
(6) Q. Prior to 1976.
(7) A. For all of California? Is that what you're
(8) asking?
(9) Q. For the West Coast region.
(10) A. For the West Coast region?
(11) Q. Yes.
(12) A. I would say a little bit more than ten.
(13) Q. Less than 20?
(14) A. Yes.
(15) Q. So somewhere around 15?
(16) A. I estimate 12.
(17) MR. WALLACE: This is for the West Coast region
(18) prior to '73, did you say?
(19) MR. BOSL: '76.
(20) MR. WALLACE: '76?
(21) MR. BOSL: Yes.
(22) MR. WALLACE: Okay.
(23) BY MR. BOSL:
(24) Q. Within the region, did these, roughly, a dozen
(25) salespersons divide up the region and have a particular

Page 33

- (1) territory that was their own?
- (2) A. Each salesman had a protected territory.
- (3) Q. And how many salespersons were there for the
- (4) Bay Area?
- (5) A. I'd have to estimate three or four. Maybe not
- (6) four.
- (7) Q. Do you recall who those persons were prior to
- (8) 1976?
- (9) A. Jack Heinen, H-E-I-N-E-N, I believe; Ernest
- (10) Klopfel, K-L-O-P-F-E-L.
- (11) Q. Any others?
- (12) A. Not that I recall.
- (13) Q. Is Mr. Heinen still alive?
- (14) A. Not that I know of.
- (15) Q. Do you recall where he lived last you knew?
- (16) A. In the Bay Area is all I know.
- (17) Q. Likewise, is Mr. Klopfel still alive?
- (18) A. Not that I know.
- (19) Q. Where did he live the last time you knew?
- (20) A. I'm not sure.
- (21) Q. Do you recall how long Mr. Heinen worked for
- (22) Sexauer?
- (23) A. No, I don't.
- (24) Q. Do you recall how long Ernest Klopfel worked
- (25) for Sexauer?

Page 34

- (1) A. No, I don't.
- (2) Q. But both of them were salespersons for Sexauer
- (3) prior to 1976?
- (4) A. Yes.
- (5) Q. Do you recall if they were salespersons from
- (6) approximately 1965 to 1970?
- (7) A. I don't recall.
- (8) Q. And these commissioned salesmen, did they have
- (9) particular customers that they would call on?
- (10) A. They could call on any potential customer that
- (11) they felt needed Sexauer product.
- (12) Q. And so would they actually visit the
- (13) customer --
- (14) A. Yes.
- (15) Q. -- and sell them product?
- (16) Did these salespersons make recommendations to
- (17) the customer as to what products they should purchase?
- (18) MR. WALLACE: If you know.
- (19) MR. BOSL: If you know.
- (20) THE WITNESS: I don't know.
- (21) BY MR. BOSL:
- (22) Q. I want to hand you what I'm going to mark as
- (23) Exhibit D.
- (24) (Plaintiffs' Exhibit D
- (25) marked for identification.)

Page 35

- (1) BY MR. BOSL:
- (2) Q. It says on the front "Master Catalog."
- (3) MR. WALLACE: Hang on. Let's let him look at
- (4) the exhibit.
- (5) Off the record.
- (6) (Off the record.)
- (7) BY MR. BOSL:
- (8) Q. On the first page you see that it says "Master
- (9) Catalog" and on the bottom it says J. A. Sexauer?
- (10) A. Yes, I do.
- (11) Q. And if you'll turn the page one page, it looks
- (12) like it's a table of contents, and down at the bottom
- (13) do you see that it says "Copyrighted by J. A. Sexauer,
- (14) 1983"?
- (15) A. Yes, I do.
- (16) Q. How often do these catalogs come out?
- (17) A. As required. There wasn't a set date.
- (18) Q. Generally speaking, do they come out
- (19) approximately every year?
- (20) A. No.
- (21) Q. Every two years?
- (22) A. No.
- (23) Q. Do you recall, as a general rule, how often
- (24) they did come out?
- (25) A. As required, what our supply lasted. There's

Page 36

- (1) not a general rule that I recall.
- (2) Q. I want to flip forward a few pages to -- on the
- (3) bottom it's Bates No. CPSLO006791. On the right-hand
- (4) column, do you see the paragraph titled "Inventory
- (5) Management Assistance"?
- (6) A. Yes, I do.
- (7) Q. Is it your understanding -- let me say this for
- (8) the record: First of all, as I understand it, you're
- (9) being produced as the representative for J. A. Sexauer,
- (10) and so unless I make it clear, when I say "you," I
- (11) don't just necessarily mean Mr. Sbezzi; I mean J. A.
- (12) Sexauer.
- (13) Do you understand that?
- (14) A. That's fine.
- (15) Q. Now, according to this, it says that there were
- (16) 110 trained Sexauer representatives available and ready
- (17) to help you.
- (18) Are those 110 trained representatives the
- (19) commissioned salespersons you were talking about prior?
- (20) A. Yes.
- (21) Q. Is it your understanding, then, that the
- (22) Sexauer sales representatives would, if requested,
- (23) advise the customer as to what products they should be
- (24) purchasing for their needs from Sexauer?
- (25) MR. WALLACE: Again, I object to the question

Page 37

- (1) as vague and ambiguous.
(2) If you understand it, you can go ahead and
(3) answer it.
(4) THE WITNESS: I don't understand the word
(5) "advise." The salesman would make a call and it's
(6) common knowledge that the customer knows what he needs
(7) to run the building. And our salesman would assist him
(8) in purchasing those products, but as far as advise --
(9) BY MR. BOSL:
(10) Q. I guess I'm using the word that the catalog is
(11) using. It says that the salesman would advise the
(12) customer of proper inventory levels. In another place
(13) here -- prior to that, it says he'll determine the age,
(14) make, repair record and exact repair parts necessary
(15) for economic and effective repairs.
(16) Is it your understanding that Sexauer did that?
(17) A. The third paragraph is also what you should be
(18) getting to. "Working with you, he'll advise you of
(19) proper inventory levels."
(20) Is that what you referred to as "advise" in the
(21) earlier question?
(22) Q. Well, I guess there's two parts to it.
(23) So is it your understanding that Sexauer would
(24) advise to inventory levels for the customer?
(25) A. Yes.

Page 38

- (1) Q. And is it your understanding that he would also
(2) recommend the appropriate parts necessary for the work
(3) that the customer was doing?
(4) MR. WALLACE: Objection. The question is vague
(5) and ambiguous as to the work the customer is doing. I
(6) think the confusion is, if you look at the materials,
(7) they supplied specific materials for specific fixtures.
(8) So, yes -- it's my understanding, yes, they would
(9) advise the client.
(10) If you wanted to get a replacement part for a
(11) particular faucet, they would tell you what replacement
(12) part that was out of the maybe 600 that you could
(13) choose from. So in that sense, yes, they would be
(14) advising him, but that's the extent of the advice
(15) given.
(16) You can inquire of the witness whether or not
(17) my representation is accurate. I don't mean to try and
(18) conduct your deposition for you. I'm just trying to
(19) help put it in context that might assist. That's all.
(20) BY MR. BOSL:
(21) Q. Mr. Sbezzi, is what your attorney just
(22) represented your understanding of the way that Sexauer
(23) would advise?
(24) A. Yes. I would add to it, also would advise in
(25) the inventory control of that customer or that account.

Page 39

- (1) Q. So if a customer had a particular fixture that
(2) he was working with, he could ask the Sexauer
(3) representative what parts would work best for that
(4) fixture?
(5) A. If he didn't know.
(6) Q. If he didn't know himself?
(7) A. (Witness nodding head.)
(8) Q. So then when the commissioned salesperson would
(9) make a call to a particular customer, the customer can
(10) make an order with the salesperson right there?
(11) A. Or he could call in at any other time.
(12) Q. And the commissioned salesmen would simply call
(13) in to the headquarters at White Plains and place the
(14) order; is that correct?
(15) A. The commissioned salesmen, each were allotted a
(16) time at night where they could place all their orders
(17) that they took during the day to have them processed,
(18) or if it was of an emergency nature, then they could
(19) call during the day.
(20) Q. But the salesmen didn't keep any inventory for
(21) themselves; is that correct?
(22) A. No, sir.
(23) MR. WALLACE: You're agreeing with him?
(24) THE WITNESS: The salesmen did not keep
(25) inventory for themselves.

Page 40

- (1) BY MR. BOSL:
(2) Q. After 19 -- I'm sorry. After the early '70s
(3) when the Louisville, Kentucky, plant opened, would the
(4) West Coast salesmen place their order directly to
(5) Louisville?
(6) A. All orders were placed through Sexauer
(7) headquarters who had the facility to accept the orders.
(8) They may be shipped out of Louisville, but it went
(9) through home office.
(10) Q. And you were located at the head office?
(11) A. 10 Hamilton Avenue.
(12) Q. And so then the other way that a customer would
(13) order was through the catalog; correct?
(14) A. Yes.
(15) Q. These catalogs were sent to known customers or
(16) did the customer have to ask for the catalog?
(17) A. We preferred the catalogs be given to the
(18) customer by their salesmen. The catalogs were
(19) expensive and we did not want to send out many books.
(20) Q. So if a customer wanted to request a catalog,
(21) they would be directed to contact the local salesman?
(22) A. Yes.
(23) Q. Could they call directly to White Plains, the
(24) headquarters, and request a catalog be sent to them?
(25) A. Yes, they could.

Page 41

- (1) Q. Before we go further, I think we've been going
 (2) roughly an hour or so. Why don't we take a five or
 (3) ten-minute break?
 (4) A. Sounds good to me.
 (5) MR. WALLACE: Before we go off the record and
 (6) just so it's clear, Exhibit D has ten pages in it, and
 (7) it begins with the reference number which ends with
 (8) 6780 and it ends with 6796, but the pages are not
 (9) inclusive. There's only ten pages and they are a
 (10) variety of different numbers.
 (11) MR. BOSL: That's correct.
 (12) MR. WALLACE: We can go off now.
 (13) (Off the record.)
 (14) MR. BOSL: Back on the record.
 (15) BY MR. BOSL:
 (16) Q. Mr. Sbezzi, I want to show you what's been
 (17) marked as Exhibit A. Have you seen that document
 (18) before?
 (19) A. Yes, I have.
 (20) Q. When did you first see it?
 (21) A. Recently.
 (22) Q. Recently meaning hours? Days?
 (23) A. Days.
 (24) Q. Do you recall how many days ago you saw it?
 (25) A. It might have been weeks. It was sent to me.

Page 42

- (1) Q. Do you recall, approximately, when that was?
 (2) A. The last ten days.
 (3) Q. In preparing for today's deposition, have you
 (4) reviewed any documents?
 (5) A. Yes, I have.
 (6) Q. Which documents have you reviewed?
 (7) A. This notice of taking the deposition. I
 (8) reviewed my two previous depositions, and I reviewed
 (9) two sets of interrogatories which I signed.
 (10) Q. Were those interrogatories in this case?
 (11) A. Yes.
 (12) MR. BOSL: I would ask counsel to make copies
 (13) of the two previous depositions available.
 (14) MR. WALLACE: Uh-huh.
 (15) Are you finished with your answer?
 (16) THE WITNESS: Yes.
 (17) MR. WALLACE: He's also looked at Tom Duffy's
 (18) deposition.
 (19) THE WITNESS: My error.
 (20) BY MR. BOSL:
 (21) Q. When did you read Mr. Duffy's deposition?
 (22) A. A few months ago.
 (23) Q. Did you read his entire deposition or certain
 (24) parts of it?
 (25) A. I tried to read the whole thing.

Page 43

- (1) Q. Do you recall that he testified regarding J. A.
 (2) Sexauer in that deposition?
 (3) A. Yes.
 (4) Q. Who supplied you the copies of interrogatories?
 (5) A. My counsel.
 (6) Q. Besides talking to your attorneys, have you
 (7) talked to anyone in preparation for this deposition?
 (8) A. Yes.
 (9) Q. Who did you talk to?
 (10) A. I spoke to present and past Sexauer employees.
 (11) Q. Which attorney -- I'm sorry.
 (12) Which past employees did you speak with?
 (13) A. Gill Silva, the ex-president, retired president
 (14) of Sexauer; Frank O'Connell who at that time when I
 (15) spoke to him was the vice-president of sales for
 (16) Sexauer; Frank Inana, I-N-A-N-A, who at that time when
 (17) I spoke to him was the regional manager for Sexauer,
 (18) West Coast division; John Contos, C-O-N-T-O-S, who was
 (19) the previous West Coast regional manager, retired;
 (20) Clint Carmichael who is the present Sexauer salesman in
 (21) the Bay Area.
 (22) Q. Any other employees?
 (23) A. (Witness shaking head.)
 (24) Q. So I guess these are both the past and the
 (25) present employees that you spoke with; correct?

Page 44

- (1) A. Yes.
 (2) Q. Mr. Silva, you said, is the former president.
 (3) Do you recall what years he was president of Sexauer?
 (4) A. No, I don't know the year he was made
 (5) president, but he started with Sexauer in 1966.
 (6) Q. Do you recall what position he started at in
 (7) 1966?
 (8) A. Head of the finance and accounting department.
 (9) Q. When did he cease being president of Sexauer?
 (10) A. When he retired. I'm not sure, but it's
 (11) probably 2002.
 (12) Q. Where does he reside?
 (13) A. White Plains, New York.
 (14) Q. Do you recall his phone number offhand?
 (15) A. No, I don't.
 (16) Q. What did you discuss with Mr. Silva?
 (17) A. I was trying to get information on present
 (18) Sexauer salesmen in the Bay Area, and I asked him what
 (19) route I should take, who I would inquire from.
 (20) Q. And what did he tell you?
 (21) A. He led me to Frank O'Connell.
 (22) Q. When did you have this conversation with
 (23) Mr. Silva?
 (24) A. Oh, maybe a month ago.
 (25) Q. And then you contacted Mr. O'Connell?

Page 45

- (1) A. Yes.
- (2) Q. Do you recall when he became vice-president of
- (3) sales at Sexauer?
- (4) A. Probably the year I left. He replaced me.
- (5) Q. Had he worked for Sexauer prior to that?
- (6) A. Yes.
- (7) Q. Do you know how long he worked for Sexauer
- (8) before that?
- (9) A. I'd say about three years.
- (10) Q. What did you discuss with Mr. O'Connell?
- (11) A. Who I should contact to see who is working the
- (12) Bay Area.
- (13) Q. Anything else?
- (14) A. No.
- (15) Q. And he told you about Mr. Inana?
- (16) A. Inana, yeah.
- (17) Q. Any others?
- (18) A. No.
- (19) Q. How long ago did you contact Mr. O'Connell?
- (20) A. Approximately a month or so.
- (21) Q. And then you contacted Mr. Inana?
- (22) A. Yes.
- (23) Q. And when did you contact him?
- (24) A. Approximately a month or so.
- (25) Q. Do you know how long he has been the regional

Page 46

- (1) manager of the West Coast region?
- (2) A. I believe it's only three years.
- (3) Q. Did he work for Sexauer prior to that?
- (4) A. No, he did not.
- (5) Q. Do you know where he worked before that?
- (6) A. No, I don't.
- (7) Q. What did you discuss with Mr. Inana?
- (8) A. I wanted to find out who in the Bay Area --
- (9) Q. Who sells in the Bay Area?
- (10) A. Yes.
- (11) Q. Does Mr. Inana sell in the Bay Area?
- (12) A. No, he doesn't.
- (13) Q. He simply manages the other salesmen?
- (14) A. Yes.
- (15) Q. Who did he tell you sells in the Bay Area?
- (16) A. Clint Carmichael.
- (17) Q. Anyone else?
- (18) A. No.
- (19) Q. Did Mr. O'Connell tell you the names of prior
- (20) salesmen in the Bay Area?
- (21) A. No. I went to John Contos, who was prior
- (22) regional manager, to try and locate John -- Jack Heinen
- (23) or Ernie Klopfel.
- (24) Q. Was he able to help you?
- (25) A. No, he wasn't.

Page 47

- (1) Q. Did he tell you anything?
- (2) A. No. He hadn't heard from either one in years.
- (3) He did not know of their location, if they were alive.
- (4) Q. Did he provide any other information to you?
- (5) A. No.
- (6) Q. When did you talk to Mr. Contos?
- (7) A. Approximately a month ago.
- (8) Q. Mr. Inana gave you the name of Mr. Carmichael.
- (9) Did he provide you with any other information?
- (10) A. He did not know where Jack Heinen was or had
- (11) heard of him.
- (12) Q. Any other information that he gave you?
- (13) A. No.
- (14) Q. And then you contacted Mr. Carmichael?
- (15) A. Yes.
- (16) Q. When did you contact him?
- (17) A. About a month ago.
- (18) Q. What did you ask him?
- (19) A. If he knew the whereabouts of Jack Heinen.
- (20) Q. What did he tell you?
- (21) A. No, he did not.
- (22) Q. Did you ask him for any other information?
- (23) A. No.
- (24) Q. Did he give you any other information?
- (25) A. No.

Page 48

- (1) Q. I'm sorry. I may have already asked this.
- (2) Mr. Contos could not provide you with any
- (3) information regarding Mr. Heinen or Klopfel; correct?
- (4) A. No, he did not.
- (5) Q. Did you talk to anyone else regarding your
- (6) deposition or this case or the interrogatory answers
- (7) that you were asked to review?
- (8) A. Besides my counsel?
- (9) Q. Besides your counsel.
- (10) A. No.
- (11) Q. When you talked with counsel, was anyone else
- (12) present?
- (13) A. No.
- (14) Q. Sir, either during your time when you were --
- (15) well, at any time when you worked for Sexauer, did you
- (16) visit the California area as part of your employment?
- (17) A. Yes.
- (18) Q. When did you do that?
- (19) A. I don't recall dates.
- (20) Q. Do you recall the general time period?
- (21) A. No.
- (22) Q. Was it early -- well, do you recall what
- (23) position you held in the company when you did?
- (24) A. Both.
- (25) Q. Both in purchasing and in sales?

Page 49

- (1) A. Yes.
- (2) Q. So you visited more than once?
- (3) A. Yes.
- (4) Q. How many times did you visit?
- (5) A. At least four.
- (6) Q. Do you recall how many times you visited in
- (7) your purchasing position?
- (8) A. Maybe once.
- (9) Q. What was the purpose of that trip to
- (10) California?
- (11) A. Meet the salesmen.
- (12) Q. Which salesmen did you meet at that time?
- (13) A. Jack Heinen and Ernie Klopfel. I don't recall
- (14) any others.
- (15) Q. Where in California did you visit?
- (16) A. We were in San Francisco.
- (17) Q. And both Mr. Heinen and Klopfel were selling
- (18) the area in San Francisco?
- (19) A. I'm not sure of Ernie Klopfel's territory.
- (20) Q. But Mr. Heinen was selling in San Francisco?
- (21) A. Yes.
- (22) Q. I'll simply ask you to let me finish asking the
- (23) question before you answer.
- (24) How long were you in California at that time?
- (25) A. A matter of a few days.

Page 50

- (1) Q. Did you make any sales calls with either
- (2) salesmen?
- (3) A. No, I did not.
- (4) Q. What was the nature of your visit with them?
- (5) A. Just to meet the salesmen.
- (6) Q. What did you discuss with them?
- (7) A. I don't know.
- (8) Q. Did you discuss who their customers were?
- (9) A. No.
- (10) Q. Did you discuss what products Sexauer sold?
- (11) A. Not that I recall.
- (12) Q. What relationship did you have in your position
- (13) as assistant purchasing director of purchasing and
- (14) vice-president of purchasing with the salesmen in the
- (15) field?
- (16) A. I would hear recommendations for new products.
- (17) Q. And these recommendations came from customers
- (18) or from the salesmen?
- (19) A. Probably customers through the salesmen.
- (20) Q. Was this for brands of products, these
- (21) recommendations?
- (22) A. Not necessarily brands, no. New products, new
- (23) tools.
- (24) Q. So this visit when you were director of
- (25) purchasing was more of an informal visit simply to get

Page 51

- (1) to know them?
- (2) A. Yes.
- (3) Q. And then you visited California as director
- (4) of -- or vice-president of sales approximately three
- (5) times?
- (6) A. Approximately.
- (7) Q. Do you recall when those visits were?
- (8) A. No, I don't.
- (9) Q. Were they early in your time as vice-president
- (10) of sales?
- (11) A. Probably one early, two later on.
- (12) Q. So one probably in the '80s and two in the
- (13) '90s? Is that fair to say?
- (14) A. That would be fair.
- (15) Q. What were the purpose of those visits?
- (16) A. To try and expand our business. We were a
- (17) small company looking to get bigger, what
- (18) recommendations they had as far as new products, better
- (19) service.
- (20) Q. When you say "recommendations they had," who do
- (21) you mean by "they"?
- (22) A. Our salesmen who service the customers.
- (23) Q. Did you meet with all of the salesmen for the
- (24) West Coast region?
- (25) A. Not that I recall.

Page 52

- (1) Q. Which salesmen did you meet with?
- (2) A. I don't recall.
- (3) Q. Where in California did you visit the first
- (4) time?
- (5) A. Marina Del Rey.
- (6) Q. Were there salesmen based out of Marina Del
- (7) Rey?
- (8) A. In the vicinity.
- (9) Q. I'm sorry?
- (10) A. In the vicinity.
- (11) Q. Did you meet with salesmen for the Bay Area at
- (12) that time?
- (13) A. Not that I recall.
- (14) Q. And the second time you visited California, do
- (15) you recall where that was?
- (16) A. In the Los Angeles area.
- (17) Q. And the nature of the visit was the same as
- (18) what you just described, recommendations on products
- (19) and service?
- (20) A. Service.
- (21) Q. And expanding the business?
- (22) A. Yes.
- (23) Q. And the third time?
- (24) A. I don't recall where it was.
- (25) Q. You don't recall where it was.

Page 53

(1) Do you recall whether it was in the Bay Area?

(2) A. Not that I know.

(3) Q. And that also had the same purpose as the prior

(4) two visits?

(5) A. Yes.

(6) Q. During that time, did you meet with any of

(7) your -- Sexauer's customers?

(8) A. No.

(9) Q. Did you discuss who your customers were?

(10) A. No.

(11) Q. Did you discuss types of customers, for

(12) example, say, large buildings or plants like hospitals

(13) versus contractors and so on?

(14) A. Yes. We were looking to expand -- we had

(15) different vertical markets which we sold. Contractors

(16) or plumbing supply houses being the smallest because it

(17) was difficult to compete sending product from the East

(18) Coast or even Louisville to the West Coast. So we

(19) wanted to put our concentration on bigger facilities

(20) such as hospitals, hotels.

(21) What happened, it was very difficult to compete

(22) with the local supply house because the customer could

(23) really go pick up the product that day if he needed it,

(24) and they usually sold at a lower price than Sexauer

(25) because Sexauer had to ship it across country and carry

Page 54

(1) a larger inventory because they served a greater area,

(2) but the local supply house served a more limited area

(3) and we were trying to cover the country. So we tried

(4) to emphasize hospitals, schools, large office

(5) buildings, government installations.

(6) Q. Who were -- do you know who Sexauer's biggest

(7) competitors were in the Bay Area?

(8) A. No, I don't, but there was competitors in

(9) California. The local supply house as a group also was

(10) our competitors because they were -- the product was

(11) readily available there compared to having it shipped.

(12) MS. BOSL: I would simply ask that all

(13) conversations be on the record.

(14) MR. WALLACE: Well, conversations that I would

(15) have with the witness, I'll ask you to take a break.

(16) If counsel wants to talk with me, that's no more

(17) entitled to be on the record than if you want to talk

(18) to Mr. -- your attorney who is right here or any of the

(19) counsel want to talk at table.

(20) MR. BOSL: I'd simply ask that these

(21) conversations not take place during the questioning.

(22) MR. WALLACE: That's a fair enough request.

(23) That's a fair enough request. I'll try and honor that.

(24) BY MR. BOSL:

(25) Q. Sir, you said that you read Mr. Duffy's

Page 55

(1) deposition testimony.

(2) A. (Witness nodding head.)

(3) Q. Do you recall that he testified that Sexauer

(4) was the Cadillac of products, of plumbing products?

(5) A. If you refer to being -- Cadillac as being the

(6) higher price, he was right.

(7) Q. Were Sexauer products of better or different

(8) quality than what you would get at the local supply

(9) house?

(10) A. No. These products were commercially available

(11) anyplace, but Sexauer paid higher commission to its

(12) salesmen, charged more money to the customer, tried to

(13) give them better service and, therefore, the Cadillac

(14) of the industry.

(15) Q. When you say "better service," what do you

(16) mean?

(17) A. We tried to carry inventory and an ability to

(18) ship within a reasonable time, but it's very difficult

(19) when you've --

(20) MR. WALLACE: You've answered his question.

(21) BY MR. BOSL:

(22) Q. Well, you're saying it was very difficult to

(23) compete with the local supply house? Is that what you

(24) were trying to say?

(25) A. Yes.

Page 56

(1) Q. Maybe you can recap for me.

(2) The reason was because the product was readily

(3) available there for them to get -- is that what you

(4) were saying -- in the supply house?

(5) A. In the supply house.

(6) Q. Directing you back to --

(7) MR. WALLACE: Do you want him to look at one of

(8) these?

(9) MR. BOSL: No. A new exhibit. I'm going to

(10) have this marked as Exhibit E.

(11) (Plaintiffs' Exhibit E

(12) marked for Identification.)

(13) BY MR. BOSL:

(14) Q. Sir, do you recognize this document?

(15) A. I recognize it as being a copy of a Sexauer

(16) catalog cover.

(17) Q. And this cover is familiar to you as a Sexauer

(18) logo and what a Sexauer catalog looked like?

(19) A. Yes.

(20) Q. Going to the second page, the very bottom in

(21) very small print, do you see that this says "copyright

(22) 1964"?

(23) A. Yes, I do.

(24) Q. For the record, these are -- Exhibit E is Bates

(25) stamped CPSLO 006799, 6805, 6839, 6840 and 6902.

Page 57

- (1) Did you see the Sexauer catalog during the 1963
 (2) time period when you worked with Sexauer?
 (3) A. Yes, I did.
 (4) Q. I want to turn to -- I guess it would be --
 (5) let's go to 6902. It's the last page of this exhibit.
 (6) Do you see in the middle of the page it says,
 (7) "Sexauer Wickings, Graphited Asbestos Stem Packings."
 (8) Do you recall that Sexauer did sell these
 (9) products?
 (10) A. Yes, I do.
 (11) Q. It says here the Sexauer name. Did Sexauer
 (12) manufacture these products?
 (13) A. Sexauer did not manufacture products.
 (14) Q. Who manufactured the wickings that are in this
 (15) catalog?
 (16) A. A company called Eureka Packing.
 (17) Q. Who put the Sexauer name on it?
 (18) A. Sexauer ordered empty spools with the Sexauer
 (19) name on it, sent it to Eureka who put the braided or
 (20) twisted material on it.
 (21) Q. So when the customer ordered it, they would see
 (22) the Sexauer name on the spool and on the wicking
 (23) itself?
 (24) MR. WALLACE: Objection. Compound.
 (25) MR. BOSL: We can break that up.

Page 58

- (1) BY MR. BOSL:
 (2) Q. When the customer purchased the wicking, would
 (3) they see the name Sexauer on the spool?
 (4) A. Yes.
 (5) Q. Would they see the name Eureka on the spool?
 (6) A. No.
 (7) Q. Was there any identifying mark on the wicking
 (8) itself?
 (9) A. No.
 (10) Q. Could a customer purchase products with the
 (11) Sexauer name on it at a local supply store?
 (12) A. We did not sell supply stores because they were
 (13) our competitors.
 (14) Q. So if a customer wanted a product with the
 (15) Sexauer name, the only way to get that product was
 (16) through Sexauer; is that correct?
 (17) A. That's correct.
 (18) Q. Let's move down.
 (19) The special asbestos wicking just below that to
 (20) the left, which company made that product?
 (21) A. I believe that came from Eureka, also.
 (22) Q. Is that true, also, with the asbestos yarn
 (23) right next to it?
 (24) A. Yes, sir.
 (25) Q. Same scenario with those; Sexauer would buy an

Page 59

- (1) empty spool with its name on the spool and send it to
 (2) Eureka?
 (3) A. There's no name on those two products, on those
 (4) products.
 (5) Q. So the only way that -- so there was no
 (6) identifying product name at all on those products?
 (7) A. No.
 (8) Q. Have you seen these products either when you
 (9) were purchasing or supplying?
 (10) A. Yes.
 (11) Q. Where did you see them?
 (12) A. In the warehouse.
 (13) Q. Did you place the orders for them?
 (14) A. Yes.
 (15) Q. Do you recall the volume of these products that
 (16) you sold to the Bay Area?
 (17) A. No.
 (18) Q. Do you recall generally the volume of these
 (19) products that you sold?
 (20) A. I can only compare it. It had to be a small
 (21) volume because these were not big sellers compared to
 (22) the rest of the line of the products. Minute part of
 (23) our Sexauer line.
 (24) Q. I'm sorry. They were a new product?
 (25) MR. WALLACE: Minute, like in tiny, tiny, tiny,

Page 60

- (1) really, really, small.
 (2) BY MR. BOSL:
 (3) Q. The page before this, 6840, on the right hand
 (4) towards the middle, there are Sexauer asbestos washers.
 (5) Do you see what I'm referring to?
 (6) A. Yes, I do.
 (7) Q. Do you recall where -- your testimony is that
 (8) Sexauer did not manufacture products?
 (9) A. That's correct.
 (10) Q. And that applies to these washers, also?
 (11) A. That's correct.
 (12) Q. Who manufactures these asbestos washers?
 (13) A. I don't recall.
 (14) Q. Do you recall, generally, the volume of these
 (15) kinds of washers that you sold?
 (16) A. I would also characterize it as a very small
 (17) volume compared to many other products that we had in
 (18) the line.
 (19) Q. I want to show you what I'm going to mark as
 (20) Exhibit F.
 (21) (Plaintiffs' Exhibit F
 (22) marked for Identification.)
 (23) BY MR. BOSL:
 (24) Q. And these are interrogatory responses from a
 (25) company called Garlock.

Page 61

(1) Are you familiar with Garlock?
(2) A. Yes.
(3) Q. What do you associate with the name Garlock?
(4) A. Sheeting.
(5) Q. Any other products?
(6) A. Not that I recall.
(7) Q. If you'll turn to the second page, it says
(8) "answer to interrogatory No. 12."
(9) A. Am I supposed to have one of these?
(10) Q. Yes.
(11) MR. WALLACE: I'll give it to you.
(12) Do you have the question for No. 12?
(13) MR. BOSL: I don't.
(14) MR. WALLACE: Well, then I'm going to object to
(15) any question of this witness on the basis of
(16) completeness. If you want to ask him to take a look at
(17) this document to see if it refreshes his recollection,
(18) I don't have any problem with that, but you first have
(19) to ask him something that he doesn't have a
(20) recollection on.
(21) BY MR. BOSL:
(22) Q. Let's start with that.
(23) Do you recall whether or not Garlock had -- I'm
(24) sorry. Do you recall whether or not Sexauer ever
(25) purchased products from Garlock?

Page 62

(1) A. Yes, I do.
(2) Q. Do you recall what products those were?
(3) A. Sheet packing.
(4) Q. Do you recall any other products?
(5) A. No, I don't.
(6) Q. Were these products sold under the Sexauer
(7) name?
(8) MR. WALLACE: The sheet packing?
(9) MR. BOSL: The sheet packing, yes.
(10) THE WITNESS: It wasn't branded Sexauer. It
(11) was like every other item here with the Sexauer name.
(12) It fits in the Sexauer book.
(13) BY MR. BOSL:
(14) Q. So it was sold in the Sexauer catalog as a
(15) Sexauer sheet packing?
(16) A. Yes.
(17) Q. Do you recall seeing the sheet packing?
(18) A. Yes.
(19) Q. Did you see it prior to 1976?
(20) A. Yes.
(21) Q. Did this sheet packing have any identifying
(22) marks on it?
(23) A. Not that I recall.
(24) Q. It didn't say Garlock on it?
(25) A. Not that I recall.

Page 63

(1) Q. And it didn't say Sexauer on it?
(2) A. Not that I recall.
(3) Q. Do you recall, of the products that you sold,
(4) what volume that sheet packing was?
(5) A. I would also characterize that as minute.
(6) Q. I want to go through -- I want to go back to
(7) Exhibit A. And starting on -- it's page 8. I just
(8) want to go through and ask whether or not you're the
(9) person most knowledgeable for Sexauer about these
(10) various categories of information.
(11) You testified you saw this notice approximately
(12) ten days ago or thereabouts?
(13) A. Earlier in the month, yes.
(14) Q. Sir, are you the person most knowledgeable for
(15) Sexauer regarding their record retention policy?
(16) MR. WALLACE: Well, I'm going to object to the
(17) extent it calls for a legal conclusion. The witness is
(18) being produced in response to the deposition notice for
(19) the person most knowledgeable to testify about the
(20) matters which are the subject of the deposition notice.
(21) That's what he's being produced for. So whether or not
(22) he can -- I don't believe it's appropriate to ask him
(23) whether or not he believes that that's his capacity.
(24) That's a legal conclusion the witness is not here to
(25) testify about.

Page 64

(1) BY MR. BOSL:
(2) Q. I'm not going to necessarily ask you these
(3) questions. When I say person most knowledgeable, I
(4) don't necessarily mean it in a legal sense or a legal
(5) technical term.
(6) What I'm asking you is, in your opinion, as far
(7) as you know, are you the person most knowledgeable at
(8) Sexauer about these categories or do you believe that
(9) there are other people who would have more information
(10) than yourself?
(11) A. I believe I am the person most knowledgeable.
(12) Q. Maybe we can shortcut this. If you could look
(13) for me at the other categories continuing on to page 10
(14) and tell me if that is true for all of them.
(15) MR. WALLACE: All of these to there
(16) (indicating).
(17) I'm going to interpose the same objection, and
(18) if we can have that limitation as to those categories,
(19) then I'll let him answer the question.
(20) MR. BOSL: That's fine.
(21) MR. WALLACE: Do you understand? He's just
(22) asking for your personal opinion.
(23) THE WITNESS: Yes.
(24) BY MR. BOSL:
(25) Q. Sir, did you look for any documents in response

Page 65

- (1) to this notice?
- (2) A. There is no documents.
- (3) Q. When you say there are no documents, there are
- (4) no documents in response to any of the categories in
- (5) the notice?
- (6) A. What are the categories? Prior to 1977?
- (7) Q. Yes.
- (8) A. As far as I know, there are no documents prior
- (9) to 1977.
- (10) Q. What do you base that statement on? What
- (11) information?
- (12) A. My knowledge of having been there.
- (13) Q. Why are there no documents prior to 1977?
- (14) A. We're a small company. Space availability at
- (15) the company going forward, to the best of my knowledge,
- (16) there was no place where documents were stored for 30
- (17) years.
- (18) Q. How long does Sexauer generally keep documents?
- (19) A. Individual departments when they had filled
- (20) their file cabinets after one year or two years and
- (21) they needed more space and we were crowded for space,
- (22) the documents were thrown out.
- (23) Q. Is there a company policy with regards to that?
- (24) A. Not that I know of.
- (25) Q. So it was up to the individual who maintained

Page 66

- (1) whatever file cabinet the document was in to decide
- (2) when to throw a document away?
- (3) A. Yes.
- (4) Q. Did you or anyone else actually search for
- (5) documents in response to this notice or any other
- (6) discovery in this case?
- (7) A. I did not search for documents.
- (8) Q. So you just assumed, based on the fact that
- (9) it's a small company and people generally throw
- (10) documents away after a time, that there were none?
- (11) A. And it has been sold.
- (12) Q. And it has been sold.
- (13) So you, yourself, did not search for any
- (14) documents; is that correct?
- (15) A. That's correct.
- (16) Q. Did anyone else search for documents within the
- (17) Sexauer organization?
- (18) A. Not that I know of.
- (19) Q. When you say that it was sold, you're referring
- (20) to Sexauer being sold; correct?
- (21) A. That's correct.
- (22) Q. When was Sexauer sold?
- (23) A. The first time in 1976.
- (24) Q. To whom was it sold?
- (25) A. Dyson-Kissner-Moran.

Page 67

- (1) Q. You said that it was sold -- that was the first
- (2) time it was sold. So it was sold another time?
- (3) A. Yes.
- (4) Q. And how many times after that was it sold?
- (5) A. One other time.
- (6) Q. When was that?
- (7) A. Late 1999.
- (8) Q. Who was it sold to?
- (9) A. Wilmar Corporation, W-I-L-M-A-R.
- (10) Q. And Wilmar is now known as Interline; is that
- (11) correct?
- (12) A. That's correct..
- (13) Q. When the company was sold in 1976, did
- (14) operations within Sexauer change at all?
- (15) A. No.
- (16) Q. Did the company continue to operate under the
- (17) name J. A. Sexauer?
- (18) A. That's correct.
- (19) Q. Was any notice sent to Sexauer's customers that
- (20) it had been purchased by another company?
- (21) A. Not that I know of.
- (22) Q. So a customer would have no reason to really
- (23) know that a change in ownership had taken place?
- (24) A. (Witness nodding head.)
- (25) Q. Is that true, also, in 1999 with the sale to

Page 68

- (1) Wilmar?
- (2) A. Wilmar may have made a public announcement of
- (3) the purchase of Sexauer. I'm not aware of it.
- (4) Q. After 1999, did the company continue to operate
- (5) with the name J. A. Sexauer?
- (6) A. Yes.
- (7) Q. When you say "public notice," was notice sent
- (8) directly to the customers?
- (9) A. Not that I know of.
- (10) Q. So, again, a customer wouldn't really have any
- (11) knowledge that it had changed ownership?
- (12) A. That's correct.
- (13) Q. And so, also, when we talk about the way that
- (14) Sexauer did business when you were discussing sales, in
- (15) particular, the way that Sexauer made sales, there was
- (16) no change to that in 1976 with the new owner shim?
- (17) A. No change in the method of sales. Very
- (18) successful method.
- (19) Q. Was there a change in products that were sold
- (20) in 1976?
- (21) A. There was additional products added.
- (22) Q. As a result of the new ownership?
- (23) A. There was a continuous program to add new
- (24) products which was a method of growing the business,
- (25) but from 1976 there was more emphasis on growth. Prior

Page 69

- (1) to '76, we were really kind of a small company,
(2) satisfied with the size of the company, the products we
(3) were selling and no emphasis -- not as much emphasis on
(4) growing.
(5) Q. And that emphasis came when Dyson bought the
(6) company?
(7) A. Yes. And they made an investment.
(8) MR. WALLACE: You answered his question.
(9) BY MR. BOSL:
(10) Q. And who was the owner before Dyson purchased
(11) the company?
(12) A. The Sexauer family, privately owned family
(13) business.
(14) Q. Do you know why the Sexauer family sold the
(15) business?
(16) MR. WALLACE: If you know. Don't speculate.
(17) THE WITNESS: No, I don't.
(18) BY MR. BOSL:
(19) Q. I want to go through a few of these categories
(20) that I asked you about.
(21) Do you know whether or not Sexauer's salesmen
(22) in the Bay Area before 1976, Klopfel and Heinen, ever
(23) visited the Louis V. Keller shop?
(24) A. Not that I know of.
(25) Q. Do you have any information either way?

Page 70

- (1) A. No, I don't.
(2) Q. Do you know if Sexauer sold to Keller?
(3) A. No, I don't.
(4) Q. You don't know if -- so you don't know if
(5) Keller ever made an order with Sexauer?
(6) A. I don't.
(7) Q. Do you know whether or not Servadei Service
(8) ever purchased from Sexauer?
(9) A. Not that I know.
(10) Q. And do you know if Siros Plumbing ever
(11) purchased from Sexauer?
(12) A. Not that I know.
(13) Q. Do you have knowledge of any company in
(14) San Francisco or any customer in San Francisco that
(15) purchased from Sexauer?
(16) A. No, I don't.
(17) Q. Do you have knowledge of any customer of
(18) Sexauer, generally speaking, anywhere?
(19) MR. WALLACE: Anywhere, anytime?
(20) MR. BOSL: Anywhere anytime.
(21) THE WITNESS: Sure.
(22) BY MR. BOSL:
(23) Q. Do you have knowledge of any customers in the
(24) San Francisco Bay Area?
(25) A. No.

Page 71

- (1) Q. Who would have that information?
(2) A. What time period?
(3) Q. Prior to 1976.
(4) A. No one that I know of.
(5) Q. And the only people that you think might have
(6) had that information was Heinen and Klopfel?
(7) A. It was my presumption.
(8) Q. Was there a regional manager at that time for
(9) the West Coast area?
(10) A. John Contos.
(11) Q. Do you know if he would have information about
(12) specific customers within the San Francisco Bay Area at
(13) that time?
(14) A. I know he has no information.
(15) Q. You asked him?
(16) A. I asked him if he had records. He has no
(17) records.
(18) Q. Did you ask him if he has a memory of customers
(19) within the Bay Area?
(20) A. No, I didn't.
(21) Q. Did Sexauer ever deliver directly to a
(22) particular jobsite?
(23) MR. WALLACE: At any time anywhere?
(24) MR. BOSL: Prior to 1976 in the Bay Area.
(25) THE WITNESS: Not that I know.

Page 72

- (1) BY MR. BOSL:
(2) Q. Could a customer at that time call and say that
(3) they wanted their product delivered to a particular
(4) jobsite?
(5) A. That was an option, to job ship.
(6) Q. Would the jobsite have been reflected on any of
(7) the purchase or sales documents at that time?
(8) A. The purchaser would be the one that's reflected
(9) in records, not the job ship.
(10) Q. Where would the shipping information be
(11) reflected?
(12) A. Nowhere that I know of.
(13) Q. So how would the person delivering the product
(14) know where to deliver it?
(15) A. When you say "the person delivering the
(16) product," who do you mean?
(17) Q. So the person at Sexauer -- or Sexauer would
(18) package the product and ship it directly to its final
(19) destination; is that correct?
(20) A. That's correct.
(21) Q. How would the person at Sexauer who was
(22) shipping the product know where to send it if the
(23) customer wanted it sent to a jobsite?
(24) A. He was instructed by the Sexauer salesman.
(25) Q. And if -- but that information was not

Page 73

(1) reflected on any record at Sexauer headquarters?
(2) A. No.
(3) Q. And if the customer placed the order through
(4) the catalog and the toll free number, how would that
(5) information be conveyed to the shipping department?
(6) A. The customer would order it under his customer
(7) order number which would show up with the billing
(8) address, but the customer can change the ship to
(9) address at any time.
(10) Q. Now, you say customer order number. Did
(11) various customers have accounts with Sexauer?
(12) A. Every customer had their own account number. I
(13) didn't say order number. I said account number.
(14) Q. And that was true whether they ordered through
(15) a salesman or through a catalog?
(16) A. Yes.
(17) Q. Did you perform any search to find out if any
(18) of the employers or contractors listed in this notice
(19) had an account number with Sexauer prior to 1976?
(20) A. No such records exist.
(21) Q. Do any of these companies, whether contractors
(22) or employers, have accounts with Sexauer today, to your
(23) knowledge?
(24) A. I have no knowledge of that.
(25) Q. How were these account numbers kept prior to

Page 74

(1) 1976? Was there a computer database, I imagine?
(2) A. I imagine there was a computer database.
(3) MR. WALLACE: I don't want you speculating. If
(4) you know, tell him what you know. If you don't know,
(5) so state. Okay?
(6) THE WITNESS: I don't know.
(7) BY MR. BOSL:
(8) Q. You didn't have reason to deal with specific
(9) customer orders in any of your positions?
(10) A. No.
(11) Q. Were there files that would reflect the
(12) customer order -- I'm sorry -- the customer account
(13) number?
(14) MR. WALLACE: If you know.
(15) THE WITNESS: Not that I know of.
(16) BY MR. BOSL:
(17) Q. Did customers have any means of buying on
(18) credit with Sexauer?
(19) A. If they paid their previously bills, an order
(20) would be shipped out, if that's what you call buying on
(21) credit. It would be shipped and billed and hopefully
(22) paid in proper time.
(23) Q. And so you don't have any knowledge whether or
(24) not Sexauer shipped to, directing your attention to the
(25) notice, any of these work sites listed on pages 18, 19

Page 75

(1) and 20? I'm sorry. I'm looking at the wrong document.
(2) MR. WALLACE: It's not A.
(3) MR. BOSL: No. It is in A. It's on page 6
(4) through page 7.
(5) THE WITNESS: May I hear the question again.
(6) (Record read by the Reporter.)
(7) MR. BOSL: The pages should be 6 and 7. I'm
(8) sorry.
(9) MR. WALLACE: Let's agree that the question can
(10) be amended to reflect pages 6 and 7 so the witness is
(11) not confused.
(12) MR. BOSL: That's correct.
(13) MR. WALLACE: He's asking you about these sites
(14) (indicating), okay, 1 through 39.
(15) MR. BOSL: I'm sorry. 1 through 43.
(16) THE WITNESS: 43.
(17) MR. WALLACE: 1 through 43. Sorry. Okay?
(18) THE WITNESS: And the question is...?
(19) BY MR. BOSL:
(20) Q. Do you have knowledge of whether or not Sexauer
(21) sold products to any of these jobsites?
(22) A. No, I don't.
(23) MR. WALLACE: Just so we're clear, you're not
(24) expecting that Sexauer would sell to a jobsite; you
(25) mean that Sexauer would sell and have the product

Page 76

(1) shipped to that jobsite? Is that what you mean?
(2) MR. BOSL: That's right.
(3) BY MR. BOSL:
(4) Q. Did Sexauer ship any products to these work
(5) sites?
(6) MR. WALLACE: If you know.
(7) THE WITNESS: Not that I know.
(8) BY MR. BOSL:
(9) Q. Let's back up, then.
(10) Did Sexauer at any time become aware that
(11) asbestos was a hazardous product or material?
(12) A. Yes, sir.
(13) Q. When was that?
(14) A. In the late '70s.
(15) Q. How did Sexauer become aware of that?
(16) A. Through general media stories about asbestos
(17) insulation and the employees at the Louisville
(18) warehouse brought the subject up to the management
(19) there.
(20) Q. What did the employees say regarding the
(21) hazards of asbestos?
(22) A. I don't know the nature of what was said.
(23) Q. Were you involved in any discussions within
(24) Sexauer about the asbestos hazards in the late '70s?
(25) A. Yes.

Page 77

(1) Q. What were the nature of those discussions?
(2) A. That we would refer that question to the
(3) vendors from which we bought the products.
(4) Q. Did Sexauer ask the various vendors
(5) regarding --
(6) A. Sexauer wrote letters to the various vendors
(7) that they bought asbestos-related products.
(8) Q. And what did those letters say?
(9) MR. WALLACE: If you recall.
(10) THE WITNESS: I don't recall the exact wordage
(11) of what the letter said.
(12) BY MR. BOSL:
(13) Q. What was the nature of the letter?
(14) A. Proposing the complaint that came from the
(15) Louisville plant as to the product.
(16) Q. And that complaint was that they contained --
(17) A. The concern whether these products were
(18) health-related.
(19) Q. Did the vendors respond to those letters?
(20) A. Yes, they did.
(21) Q. And how did they respond?
(22) A. They gave various responses, but the response
(23) was that asbestos-related products contained chrysotile
(24) asbestos which was encapsulated and in no way would
(25) that affect the health.

Page 78

(1) MR. WALLACE: Are you finished?
(2) THE WITNESS: Yes.
(3) MR. WALLACE: Counsel, can we agree that in the
(4) witness' answer as just stated, his use of the
(5) word our, O-U-R, was referencing the response from
(6) suppliers as opposed to "our" meaning Sexauer?
(7) MR. BOSL: I'm sorry. Maybe if you can read
(8) the question back, please -- the answer, rather.
(9) (Record read by the Reporter.)
(10) MR. WALLACE: I'll stipulate that the answer
(11) as read is fine. Never mind.
(12) BY MR. BOSL:
(13) Q. Whose health did they say it would not affect?
(14) A. They didn't specify whose health, but I --
(15) Q. They said it wasn't dangerous to human health,
(16) though?
(17) A. That's correct.
(18) Q. Did Sexauer perform any investigations beyond
(19) sending these letters to the vendors?
(20) A. Not that I know.
(21) Q. Do you recall specifically if Garlock's
(22) response to your letter was that the products contained
(23) chrysotile that was encapsulated and not dangerous to
(24) human health?
(25) A. No, not that I recall.

Page 79

(1) Q. You don't recall any specific vendor's
(2) response?
(3) A. Not that I recall.
(4) Q. So this was -- your answer is just the general
(5) understanding that Sexauer took away from the body of
(6) responses they received?
(7) A. That's correct.
(8) Q. So Sexauer did not consult any industrial
(9) hygienist?
(10) A. Not that I know.
(11) Q. Or any medical personnel?
(12) A. Not that I know.
(13) Q. Did Sexauer consult any trade literature?
(14) A. Not that I know.
(15) Q. So the only action that Sexauer took in
(16) response to a concern about asbestos hazards was to
(17) send letters to the various vendors?
(18) A. And rely on their answers.
(19) Q. At any time prior to 1977, did you see warnings
(20) regarding asbestos on any of the products that Sexauer
(21) sold?
(22) A. No, I did not.
(23) Q. And Sexauer did not place any warnings on those
(24) products?
(25) A. No, it did not.

Page 80

(1) May I get a drink of water?
(2) MR. WALLACE: Can we go off the record for a
(3) second.
(4) MR. BOSL: Sure.
(5) (Off the record.)
(6) MR. WALLACE: Back on the record.
(7) We've had a discussion, myself and counsel for
(8) plaintiff, off the record and if I understand, you
(9) think about 35, 30, 35 minutes more?
(10) MR. BOSL: Somewhere around there.
(11) MR. WALLACE: So we're going to continue even
(12) though it's ten after 12:00 and lunch hour. We're
(13) going to continue and try and conclude the deposition.
(14) BY MR. BOSL:
(15) Q. Sir, before we broke, we were talking about the
(16) late '70s when Sexauer became aware that there were
(17) some dangers relating to asbestos due to the concerns
(18) of the Louisville workers.
(19) When you got the response from the various
(20) vendors, did you ask them what "encapsulation" meant?
(21) A. No. I just presumed that asbestos fiber was
(22) not floating free in the air.
(23) Q. That was just based on your understanding of
(24) the word "encapsulation"?
(25) A. Encapsulation.

Page 81

(1) Q. You mentioned that they told you that their
(2) products contained chrysotile asbestos.
(3) Do you have an understanding that there are
(4) different types of asbestos?
(5) A. I understand that there is other asbestos.
(6) Q. Do you know what those other types are?
(7) A. No, I do not.
(8) Q. Are you aware one way or the other if the
(9) different types of asbestos are more hazardous to
(10) health than other types?
(11) A. No, I do not know that.
(12) Q. So you don't know whether or not chrysotile is
(13) more dangerous or less dangerous than other types of
(14) asbestos?
(15) A. I have no way of comparing it.
(16) Q. The representation that the vendors gave you
(17) was that it was chrysotile. Did you do anything to
(18) inquire of them what that meant?
(19) A. No, I did not.
(20) Q. How did you come to learn that there are
(21) different types of asbestos?
(22) A. In reading the interrogatories and so on.
(23) Q. So you learned that after the late '70s and
(24) after these discussions took place?
(25) A. Yes.

Page 82

(1) Q. So there was no discussion among yourself and
(2) your other colleagues within Sexauer regarding the fact
(3) that these products contained chrysotile?
(4) A. No.
(5) Q. And so just to recap, Sexauer -- you or anyone
(6) else at Sexauer, to your knowledge, did no other
(7) reading in types of books or anything else regarding
(8) the hazards of asbestos?
(9) A. Not that I know.
(10) Q. Now, you mentioned that you read Mr. Duffy's
(11) deposition testimony. Do you recall what products he
(12) said that he and Louis V. Keller generally purchased
(13) from Sexauer?
(14) A. No, I don't.
(15) Q. Do you recall that he testified that Sexauer --
(16) I'm sorry -- that Keller purchased packing, asbestos
(17) packing from Sexauer?
(18) A. I don't recall that.
(19) Q. When you read Mr. Duffy's deposition testimony,
(20) was there anything that he testified about Sexauer that
(21) you dispute?
(22) MR. WALLACE: Do you understand his question?
(23) THE WITNESS: I don't have committed to memory
(24) what he testified about Sexauer. He made -- it was a
(25) pretty thick document, and I don't recall anything that

Page 83

(1) sticks out.
(2) BY MR. BOSL:
(3) Q. Do you have any reason to dispute -- I'm going
(4) to represent to you that Mr. Duffy testified that he,
(5) when he worked for Keller, purchased asbestos packing
(6) and wicking and lead joint runners from Sexauer.
(7) Do you have any reason to dispute that?
(8) MR. WALLACE: Objection. The question is
(9) compound, overbroad, vague.
(10) THE WITNESS: I don't know that -- I have no
(11) records to show me that they bought that.
(12) BY MR. BOSL:
(13) Q. Sir, did Sexauer, prior to 1977, sell
(14) asbestos-containing lead runners, joint runners?
(15) A. Yes, sir. I believe that was our product.
(16) Q. Do you recall where Sexauer purchased those
(17) products from?
(18) A. No, I do not. It was not a very popular or
(19) used item.
(20) Q. Do you know what a lead runner is used for?
(21) A. I've been told it was used in soil pipe that's
(22) put together. It's a pipe that is not copper or brass
(23) or plastic that is threaded to join two pipes. But to
(24) seal the joint, they tell me that the lead runner is
(25) put around the place where the two pipes meet and then

Page 84

(1) molten lead is poured into it. And that seals the
(2) joint.
(3) Q. Do you know where on the lead runner the
(4) asbestos was?
(5) A. No, I do not.
(6) Q. Sir, is Sexauer in possession today of any
(7) catalogs from the 1960s or '70s?
(8) MR. WALLACE: If you know.
(9) THE WITNESS: Not that I know. Not that I
(10) know.
(11) BY MR. BOSL:
(12) Q. Did you look for any catalogs?
(13) A. There's no place to look.
(14) Q. What do you mean by "there's no place to look"?
(15) A. There's no one at the Sexauer building that
(16) would have that knowledge, if there were catalogs
(17) available.
(18) Q. Did you ask?
(19) A. Yes, I did.
(20) Q. Who did you ask?
(21) A. I asked Rick Coulter.
(22) Q. What is Mr. Coulter's position at Sexauer?
(23) A. I don't have his title, but I know he worked on
(24) catalogs in previous years.
(25) Q. Do you recall what year he started at Sexauer?

Page 85

- (1) A. No, I don't.
(2) Q. Do you recall what decade?
(3) A. In the '60s or early '70s.
(4) Q. And you asked Mr. Coulter whether or not
(5) Sexauer has catalogs from the 1960s or '70s?
(6) A. Yes.
(7) Q. And his answer was not that he did not know?
(8) A. He did not have them.
(9) Q. He did not have them.
(10) I'd like to attach -- I believe it's Exhibit G.
(11) (Plaintiffs' Exhibit G
(12) marked for Identification.)
(13) BY MR. BOSL:
(14) Q. For the record, these are J. A. Sexauer's First
(15) Amended Responses to Plaintiffs' Interrogatories, Set
(16) One, in the Amy Hogan case.
(17) MR. WALLACE: Go ahead.
(18) BY MR. BOSL:
(19) Q. Sir, have you seen these before?
(20) A. Yes, I have.
(21) Q. When did you first see them?
(22) A. The past month or six weeks ago.
(23) Q. Did you read all of the responses in them?
(24) A. Yes, I did.
(25) Q. I want to turn your attention to page 26. It

Page 86

- (1) looks like there are two pages 26. So the second one.
(2) Sir, is that your signature?
(3) A. Yes, it is.
(4) Q. It says here that you have read the foregoing
(5) documents and you are informed and believe and on that
(6) ground allege that the matters stated in it are true.
(7) Did I read that right?
(8) A. Yes.
(9) Q. On what information did you base your responses
(10) or your statement here?
(11) MR. WALLACE: I'm going to object to the
(12) question as vague and ambiguous. He says he's informed
(13) and believed. That doesn't necessarily mean that he's
(14) based it on information. He's informed and believed is
(15) a legal term of art. So to the extent your question
(16) tries to incorporate that in the manner in which it
(17) did, it's vague.
(18) You can answer it, if you understand it.
(19) THE WITNESS: Ask it again, please.
(20) BY MR. BOSL:
(21) Q. Let's say it this way: On what basis did you
(22) allege that the matters within these interrogatory
(23) responses are true?
(24) A. On the basis of my knowledge of the question.
(25) Q. So you didn't talk to anyone or read -- well,

Page 87

- (1) you didn't talk to anyone prior to reviewing these
(2) responses to get information?
(3) MR. WALLACE: Objection. Assumes facts not in
(4) evidence.
(5) THE WITNESS: I don't want to make that general
(6) statement without seeing the different questions. I
(7) may have spoken to somebody on a question here and I
(8) don't have them committed to memory.
(9) BY MR. BOSL:
(10) Q. Well, let me ask this globally. We talked
(11) before about the various individuals that you asked and
(12) talked to approximately a month ago.
(13) Have you talked to anyone else during this
(14) case, other than counsel, about the facts in this case?
(15) A. No.
(16) Q. And so any conversations that you might have
(17) had with someone regarding the various answers in here,
(18) in these responses, would have been during those
(19) conversations that you had previously, that you talked
(20) about previously?
(21) A. Yes.
(22) Q. Let me ask you, who is Mr., looking at page 5,
(23) Tom Tossavaimen, Tossavaimen?
(24) A. Did you say page 5?
(25) Q. Yes.

Page 88

- (1) A. He is a person that I do not personally know,
(2) but in inquiring if --
(3) MR. WALLACE: You've answered his question.
(4) BY MR. BOSL:
(5) Q. Did you ask anyone who he is?
(6) A. I didn't ask the question who he is. I asked
(7) another question that that name was given to me.
(8) Q. And what question did you ask?
(9) A. Who would be the custodian of records at
(10) Enterline brand.
(11) Q. Does Interline Brands have an office in
(12) Jacksonville, Florida?
(13) A. I believe that's their headquarters.
(14) Q. Is that the headquarters for J. A. Sexauer
(15) today?
(16) A. No.
(17) Q. So J. A. Sexauer runs separately from Interline
(18) Brands?
(19) A. I believe so.
(20) Q. So you have no personal knowledge of who
(21) Mr. Takes 78 might not is --
(22) A. No, I don't.
(23) Q. -- or his position within Interline Brands?
(24) A. No, I don't.
(25) Q. And then, finally, turning to what we're going

Page 89

- (1) to mark as Exhibit H.
 (2) (Plaintiffs' Exhibit H
 (3) marked for identification.)
 (4) BY MR. BOSL:
 (5) Q. Have you seen this document before, J. A.
 (6) Sexauer manufacturing company, Inc.'s response to
 (7) plaintiff's first set of deed dent interrogatories?
 (8) A. Yes, I have.
 (9) Q. When was the first time that you saw these?
 (10) A. Four to six weeks ago.
 (11) Q. And you read all of the responses therein?
 (12) A. Yes, I have.
 (13) Q. Same basic question: Going to page 30 --
 (14) MR. WALLACE: Give us a second, Counsel.
 (15) MR. BOSL: Sure.
 (16) BY MR. BOSL:
 (17) Q. Is that your signature there?
 (18) A. Yes, it is.
 (19) Q. In reviewing these responses, did you have any
 (20) conversations with any individuals other than what
 (21) we've already discussed?
 (22) A. I'd like to look at them before I can answer
 (23) that.
 (24) Q. That's fine.
 (25) A. Because it covers everything that's in there.

Page 90

- (1) Can I make a notation?
 (2) MR. WALLACE: No.
 (3) THE WITNESS: Could you repeat the question?
 (4) (Record read by the Reporter.)
 (5) THE WITNESS: The fact that this says what
 (6) we've already discussed covers interrogatory 25 where
 (7) Tom Tossavainen came up. So it would be the same
 (8) answer.
 (9) Interrogatory No. 36 I discussed with my
 (10) counsel as to the captions and case numbers.
 (11) And interrogatory 53, I discussed that with
 (12) counsel.
 (13) MR. WALLACE: He's not asking you about
 (14) conversations with counsel. He's just asking you if
 (15) you talked to anybody else.
 (16) MR. BOSL: Right.
 (17) THE WITNESS: No, I have not.
 (18) BY MR. BOSL:
 (19) Q. And you made a comment, when reviewing it, that
 (20) you needed to make a notation. What was that comment
 (21) you were thinking of?
 (22) A. The comment was these are interrogatories that
 (23) I just mentioned. I didn't want to commit them to
 (24) memory.
 (25) Q. Did Sexauer ever begin warning its customers

Page 91

- (1) about asbestos products that they sold?
 (2) A. Not that I know of.
 (3) Q. Did Sexauer ever discontinue selling asbestos
 (4) products?
 (5) A. As the manufacturer that we bought from,
 (6) substituted other material for asbestos, the answer is
 (7) yes.
 (8) Q. To your knowledge, does Sexauer sell
 (9) asbestos-containing products today?
 (10) MR. WALLACE: If you know. Don't speculate.
 (11) THE WITNESS: Not that I know.
 (12) BY MR. BOSL:
 (13) Q. To your knowledge, did Sexauer sell
 (14) asbestos-containing products in 2000 when you retired?
 (15) A. Not that I know.
 (16) Q. I think we're just about done here.
 (17) Did Sexauer ever sell transite pipe?
 (18) A. No.
 (19) Q. Did Sexauer ever sell sewer pipe?
 (20) A. No.
 (21) Q. Did Sexauer ever sell electrical pipe?
 (22) A. No.
 (23) Q. Did Sexauer ever sell flue pipe?
 (24) A. No.
 (25) Q. Did Sexauer ever sell pipe insulation?

Page 92

- (1) A. No.
 (2) Q. Did Sexauer ever sell block insulation?
 (3) A. No.
 (4) Q. Did Sexauer ever sell 85 percent magnesium
 (5) insulation?
 (6) A. No.
 (7) Q. Did Sexauer ever sell calcium silicate
 (8) insulation?
 (9) A. No.
 (10) Q. Did Sexauer ever sell any insulation products?
 (11) A. No.
 (12) Q. Did Sexauer ever sell cement products?
 (13) A. No.
 (14) Q. Did Sexauer ever sell duct insulation?
 (15) A. No.
 (16) Q. Did Sexauer ever sell drywall products?
 (17) A. No.
 (18) Q. Was Sexauer a member of any professional or
 (19) trade organization during the 1960s and '70s?
 (20) A. No.
 (21) Q. Was Sexauer a member of the national safety
 (22) counsel?
 (23) A. No.
 (24) MR. BOSL: Sir, I think that's all I have for
 (25) you today. I thank you for your time.

Page 93

(1) THE WITNESS: Thank you for your courtesies.
 (2) MR. WALLACE: Any other counsel?
 (3) MR. WILSON: I have no questions.
 (4) MR. WALLACE: Hearing no questions, that will
 (5) conclude.
 (6) With respect to signing, can we have a
 (7) stipulation that the witness can sign off on the
 (8) deposition outside the presence of a notary?
 (9) MR. BOSL: That's fine.
 (10) MR. WALLACE: That the witness can sign off on
 (11) a copy?
 (12) MR. BOSL: Yes.
 (13) MR. WALLACE: And provide any necessary changes
 (14) through counsel to the reporter?
 (15) MR. BOSL: Yes. That's fine.
 (16) MR. WALLACE: To be included with the original?
 (17) MR. BOSL: Yes. That's fine.
 (18) MR. WALLACE: Okay.
 (19) MR. BOSL: And the other other thing that I
 (20) would state is a reminder that I had asked earlier in
 (21) the deposition for copies of the prior deposition
 (22) transcripts.
 (23) MR. WALLACE: So noted. And Ms. Portillo is
 (24) going to be addressing that when we return to the
 (25) office. Otherwise, the deposition is concluded.

Page 94

(1) (Whereupon, the deposition was concluded
 (2) at 12:41 p.m.)
 (3)
 (4)
 (5)
 (6)
 (7)

 SIGNATURE OF WITNESS

Page 95

(1) STATE OF CALIFORNIA)
 (2))
 (3) COUNTY OF ALAMEDA)
 (4)
 (5) I, DENISE M. LOMBARDO, do hereby certify:
 (6) That CARMELO SBEZZI, in the foregoing deposition
 (7) named, was present and by me sworn as a witness in the
 (8) above-entitled action at the time and place therein
 (9) specified;
 (10) That said deposition was taken before me at said
 (11) time and place, and was taken down in shorthand by me,
 (12) a Certified Shorthand Reporter of the State of
 (13) California, and was thereafter transcribed into
 (14) typewriting, and that the foregoing transcript
 (15) constitutes a full, true and correct report of said
 (16) deposition and of the proceedings that took place;
 (17) IN WITNESS WHEREOF, I have hereunder subscribed my
 (18) hand this ^day of October 2006.
 (19)
 (20)
 (21)
 (22)
 (23) _____
 (24) DENISE M. LOMBARDO, CSR No. 5419
 (25) State of California

Concordance Report

Unique Words: **1,256**
 Total Occurrences: **5,049**
 Noise Words: **384**
 Total Words In File: **14,404**

Single File Concordance

Case Insensitive
 Noise Word List(s):
NOISE.NOI

Cover Pages = **0**

Includes **ALL** Text
 Occurrences

Dates **ON**
 Includes Pure Numbers

Possessive Forms **ON**

**** 0 ****

006799 [1]

56:25

06905 [1]

5:23

**** 1 ****

1 [3]

75:14, 15, 17

10 [3]

17:9; 40:11; 64:13

10591 [1]

7:2

110 [2]

36:16, 18

11th [1]

4:22

12 [3]

32:16; 61:8, 12

12:00 [1]

80:12

12:41 [1]

94:2

12th [2]

4:6, 18

15 [1]

32:15

171 [2]

4:6, 18

18 [2]

1:20; 74:25

1800 [1]

5:2

18th [1]

4:4

19 [2]

40:2; 74:25

1901 [1]

4:21

1958 [3]

12:16; 13:6, 17

1960 [1]

14:9

1960s [3]

84:7; 85:5; 92:19

1961 [2]

15:11, 17

1963 [5]

16:25; 17:4; 24:22; 27:25; 57:1

1964 [1]

56:22

1965 [1]

34:6

1966 [2]

44:5, 7

1968 [3]

17:24; 25:2, 25

1970 [1]

34:6

1973 [3]

18:4; 22:22; 25:8

1976 [19]

23:6; 25:11, 15, 16; 26:3; 32:6;

33:8; 34:3; 62:19; 66:23;

67:13; 68:16, 20, 25; 69:22;

71:3, 24; 73:19; 74:1

1977 [5]

65:6, 9, 13; 79:19; 83:13

1982 [14]

23:18, 19, 20, 25; 25:12;

26:11, 12, 13; 27:12, 25;

28:10, 12, 20, 24

1983 [1]

35:14

1998 [1]

8:17

1999 [3]

67:7, 25; 68:4

**** 2 ****

2 [1]

2:18

20 [2]

32:13; 75:1

2000 [4]

27:16, 20; 28:10; 91:14

2002 [2]

9:13; 44:11

2006 [4]

1:20; 2:18; 4:4; 95:18

222 [1]

7:1

24 [1]

11:14

25 [1]

90:6

26 [2]

85:25; 86:1

29 [1]

2:23

2nd [1]

6:13

**** 3 ****

30 [4]

15:25; 65:16; 80:9; 89:13

300 [2]

4:7, 18

33411 [1]

6:22

35 [2]

80:9

36 [1]

90:9

37 [1]

27:21

39 [1]

75:14

**** 4 ****

4154680 [1]

1:6

43 [3]

75:15, 16, 17

4p [1]

7:2

**** 5 ****

5 [2]

87:22, 24

53 [1]

90:11

5419 [2]

1:19; 95:23

55 [1]

5:7

550 [1]

5:17

**** 6 ****

6 [3]

75:3, 7, 10

600 [2]

5:7; 38:12

60s [2]

7:11; 85:3

61 [1]

15:12

62 [1]

15:11

63 [2]

18:15; 19:3

6780 [1]

41:8

6796 [1]

41:8

68 [2]

18:19; 19:2

6805 [1]

56:25

6839 [1]

56:25

6840 [2]

56:25; 60:3

6902 [2]

56:25; 57:5

**** 7 ****

7 [3]

75:4, 7, 10

70s [16]

20:3; 21:16; 22:4, 11, 17; 23:8,

13; 40:2; 76:14, 24; 80:16;

81:23; 84:7; 85:3, 5; 92:19

73 [10]

18:15, 19; 19:2, 3, 17, 18, 20;

21:14; 32:18

76 [5]

25:9, 10; 32:19, 20; 69:1

7792 [1]

6:21

78 [1]

88:21

**** 8 ****

8 [1]

63:7

80 [1]

5:22

800 [1]

30:18

80s [1]

51:12

85 [1]

92:4

8th [1]

5:17

**** 9 ****

90s [1]

51:13

94105 [1]

5:12

94111 [2]

5:3, 18

94133 [1]

5:8

94607 [1]

4:19

94612 [1]

4:22

9:58 [1]

4:5

**** A ****

a.m. [1]

4:5

ability [2]

11:21; 55:17

able [1]

46:24

above-entitled [1]

95:8

abrams [2]

4:5, 17

accept [1]

40:7

accommodate [1]

11:10

according [1]

36:15

account [6]

38:25; 73:12, 13, 19, 25; 74:12

accounting [1]

44:8

accounts [2]

73:11, 22

accurate [4]

10:18, 25; 11:21; 38:17

accurately [1]

12:4

achieved [1]

12:7

acid [1]

7:18

action [3]

4:10; 79:15; 95:8

actual [2]

14:5, 6

add [2]

38:24; 68:23

added [1]

68:21

additional [1]

68:21

address [4]

6:20, 24; 73:8, 9

addressing [1]

93:24

advice [1]

38:14

advise [10]

36:23; 37:5, 8, 11, 18, 20, 24;

38:9, 23, 24

advising [1]

86:6, 22 allotted [1] 39:15 allowed [1] 11:4 ambiguous [3] 37:1; 38:5; 86:12 amended [3] 2:24; 75:10; 85:15 america [4] 31:4, 5, 6 amy [2] 1:4; 85:16 ana [1] 5:6 angeles [1] 52:16 announcement [1] 68:2 answer [19] 10:7, 9; 11:11; 30:12, 16; 37:3; 42:15; 49:23; 61:8; 64:19; 78:4, 8, 10; 79:4; 85:7; 86:18; 89:22; 90:8; 91:6 answered [3] 55:20; 69:8; 88:3 answers [7] 10:11, 18, 25; 29:8; 48:6; 79:18; 87:17 anybody [1] 90:15 anyplace [1] 55:11 anytime [2] 70:19, 20 anywhere [5] 24:10; 70:18, 19, 20; 71:23 apartment [1] 7:2 appeared [8] 4:9, 19, 22; 5:3, 8, 13, 18, 23 applies [1] 60:10 appropriate [2] 38:2; 63:22 approximately [15] 13:18; 14:9; 23:6; 25:2; 26:11; 34:6; 35:19; 42:1; 45:20, 24; 47:7; 51:4, 6; 63:11; 87:12 area [25] 33:4, 16; 43:21; 44:18; 45:12; 46:8, 9, 11, 15, 20; 48:16; 49:18; 52:11, 16; 53:1; 54:1, 2, 7; 59:16; 69:22; 70:24; 71:9, 12, 19, 24 art [1] 86:15 asbestos [28] 9:14; 57:7; 58:19, 22; 60:4, 12; 76:11, 16, 21, 24; 77:24; 79:16, 20; 80:17, 21; 81:2, 4, 5, 9, 14, 21; 82:8, 16; 83:5; 84:4; 91:1, 3, 6 asbestos-containing [5]	16:18, 22; 83:14; 91:9, 14 asbestos-related [3] 8:19; 77:7, 23 asking [10] 21:13, 20; 30:4; 32:8; 49:22; 64:6, 22; 75:13; 90:13, 14 assist [4] 24:7; 26:23; 37:7; 38:19 assistance [1] 36:5 assistant [13] 14:15; 15:14, 23; 17:2, 7, 12, 22; 18:16; 24:22; 25:25; 27:9, 24; 50:13 assistants [1] 17:15 assisted [1] 26:20 associate [1] 61:3 assume [2] 18:12; 31:22 assumed [1] 66:8 assumes [1] 87:3 attach [1] 85:10 attached [1] 6:9 attend [1] 12:13 attention [2] 74:24; 85:25 attorney [5] 9:7, 25; 38:21; 43:11; 54:18 attorneys [2] 8:12; 43:6 availability [1] 65:14 available [6] 36:16; 42:13; 54:11; 55:10; 56:3; 84:17 avenue [3] 7:1; 17:9; 40:11 aware [5] 68:3; 76:10, 15; 80:16; 81:8 * * B * * b.a. [1] 12:9 b.s. [3] 12:9, 10, 11 bansal [1] 5:16 base [2] 65:10; 86:9 based [4] 52:6; 66:8; 80:23; 86:14 basic [2] 10:4; 89:13 basis [4] 11:16; 61:15; 86:21, 24	bates [2] 36:3; 56:24 bay [19] 33:4, 16; 43:21; 44:18; 45:12; 46:8, 9, 11, 15, 20; 52:11; 53:1; 54:7; 59:16; 69:22; 70:24; 71:12, 19, 24 beach [2] 6:22; 9:22 begins [1] 41:7 behalf [11] 4:19, 23; 5:3, 8, 13, 18, 23; 7:22, 25; 8:20; 9:16 believe [18] 7:11; 8:25; 22:22; 23:7, 18; 26:18; 27:25; 33:9; 46:2; 58:21; 63:22; 64:8, 11; 83:15; 85:10; 86:5; 88:13, 19 believed [2] 86:13, 14 believes [1] 63:23 besides [3] 43:6; 48:8, 9 bevins [1] 5:16 bids [1] 13:22 bigger [2] 51:17; 53:19 biggest [1] 54:6 billed [1] 74:21 billing [1] 73:7 bills [1] 74:19 bird [1] 5:11 bit [2] 15:10; 32:12 block [1] 92:2 body [1] 79:5 bonnington [1] 5:1 book [1] 62:12 books [2] 40:19; 82:7 bosl [102] 2:3; 4:16; 6:4, 8, 16; 7:15; 8:11; 11:20; 13:2; 16:14; 18:21, 24; 19:3, 5, 12, 14; 21:14, 18; 22:3; 24:12, 19, 20; 25:19, 20; 29:16; 30:10, 20; 31:15; 32:19, 21, 23; 34:19, 21; 35:1, 7; 37:9; 38:20; 40:1; 41:11, 14, 15; 42:12, 20; 54:12, 20, 24; 55:21; 56:9, 13; 57:25; 58:1; 60:2, 23; 61:13,	21; 62:9, 13; 64:1, 20, 24; 69:9, 18; 70:20, 22; 71:24; 72:1; 74:7, 16; 75:3, 7, 12, 15, 19; 76:2, 3, 8; 77:12; 78:7, 12; 80:4, 10, 14; 83:2, 12; 84:11; 85:13, 18; 86:20; 87:9; 88:4; 89:4, 15, 16; 90:16, 18; 91:12; 92:24; 93:9, 12, 15, 17, 19 bought [6] 14:17; 69:5; 77:3, 7; 83:11; 91:5 braided [1] 57:19 brand [1] 88:10 branded [1] 62:10 brands [5] 50:20, 22; 88:11, 18, 23 brass [1] 83:22 break [6] 11:9, 12; 26:16; 41:3; 54:15; 57:25 broke [1] 80:15 brown [1] 4:21 building [3] 29:6; 37:7; 84:15 buildings [2] 53:12; 54:5 burnham [1] 4:21 business [6] 51:16; 52:21; 68:14, 24; 69:13, 15 buy [1] 58:25 buying [2] 74:17, 20 * * C * * c-a-r-m-e-l-o [1] 6:19 c-o-n-t-o-s [1] 43:18 cabinet [1] 66:1 cabinets [1] 65:20 cadillac [3] 55:4, 5, 13 calcium [1] 92:7 california [22] 1:1; 4:7, 18, 22; 5:3, 8, 12, 18; 22:5; 31:22; 32:7; 48:16; 49:10, 15, 24; 51:3; 52:3, 14; 54:9; 95:1, 13, 24 call [10] 34:9, 10; 37:5; 39:9, 11, 12, 19; 40:23; 72:2; 74:20	calls [2] 50:1; 63:17 capacity [1] 63:23 captions [1] 90:10 career [1] 27:22 carmelo [6] 1:13; 4:1, 9; 6:1, 19; 95:6 carmichael [4] 43:20; 46:16; 47:8, 14 carry [2] 53:25; 55:17 case [18] 6:8; 7:17, 19; 8:13, 18, 19; 9:2 14, 23; 10:1; 19:9; 42:10; 48:6 66:6; 85:16; 87:14; 90:10 catalog [16] 2:19, 21; 35:2, 9; 37:10; 40:13 16, 20, 24; 56:16, 18; 57:1, 15 62:14; 73:4, 15 catalogs [10] 30:17; 35:16; 40:15, 17, 18; 84:7, 12, 16, 24; 85:5 categories [7] 63:10; 64:8, 13, 18; 65:4, 6; 69:19 cease [1] 44:9 ceased [1] 23:12 cement [1] 92:12 center [1] 5:2 central [6] 21:25; 31:4, 5, 7, 8, 10 certified [2] 4:8; 95:12 certify [1] 95:5 chain [1] 13:25 change [13] 15:15, 16; 18:1, 6, 8; 24:2; 27:6; 67:14, 23; 68:16, 17, 19; 73:8 changed [1] 68:11 changes [2] 27:11; 93:13 characterize [2] 60:16; 63:5 charge [3] 13:21; 17:18; 28:1 charged [1] 55:12 charles [1] 5:21 choose [1] 38:13 chrysotile [6] 77:23; 78:23; 81:2, 12, 17;
--	--	---	--	---

From allotted to chrysotile

82:3 city [2] 15:25; 29:17 clayton [1] 1:4 clear [6] 21:17; 24:18; 25:18; 36:10; 41:6; 75:23 client [1] 38:9 clint [2] 43:20; 46:16 co [5] 2:13, 21; 3:3; 5:9, 24 coast [17] 22:1, 5, 18; 31:11, 22; 32:1, 9, 10, 17; 40:4; 43:18, 19; 46:1; 51:24; 53:18; 71:9 colleagues [1] 82:2 college [8] 12:8, 14, 18, 21, 23; 13:9, 10, 13 column [1] 36:4 combination [1] 31:14 commencing [1] 4:4 comment [4] 11:4; 90:19, 20, 22 commercially [1] 55:10 commission [1] 55:11 commissioned [12] 29:23; 30:1, 11, 21, 24; 31:21, 25; 34:8; 36:19; 39:8, 12, 15 commit [1] 90:23 committed [2] 82:23; 87:8 common [1] 37:6 companies [2] 15:5; 73:21 company [32] 2:15; 4:23; 5:4, 19; 7:22, 25; 8:2, 20; 14:12, 13; 15:7, 21; 27:10; 48:23; 51:17; 57:16; 58:20; 60:25; 65:14, 15, 23; 66:9; 67:13, 16, 20; 68:4; 69:1, 2, 6, 11; 70:13; 89:6 compare [1] 59:20 compared [3] 54:11; 59:21; 60:17 comparing [1] 81:15 compete [3] 53:17, 21; 55:23 competition [1] 21:12 competitors [4] 54:7, 8, 10; 58:13	complaint [2] 77:14, 16 completeness [1] 61:16 component [1] 28:5 compound [2] 57:24; 83:9 computer [2] 74:1, 2 concentration [1] 53:19 concern [2] 77:17; 79:16 concerns [1] 80:17 conclude [2] 80:13; 93:5 concluded [2] 93:25; 94:1 conclusion [2] 63:17, 24 conduct [1] 38:18 confused [1] 75:11 confusion [2] 24:16; 38:6 connecticut [2] 5:22; 9:1 consider [1] 29:12 constitutes [1] 95:15 consult [2] 79:8, 13 contact [5] 40:21; 45:11, 19, 23; 47:16 contacted [3] 44:25; 45:21; 47:14 contained [5] 77:16, 23; 78:22; 81:2; 82:3 contents [1] 35:12 context [1] 38:19 continue [7] 10:8; 20:5, 21; 67:16; 68:4; 80:11, 13 continuing [2] 22:13; 64:13 continuous [1] 68:23 contos [5] 43:18; 46:21; 47:6; 48:2; 71:10 contractor [3] 29:17, 21; 30:2 contractors [8] 29:3, 9, 10, 19; 53:13, 15; 73:18, 21 contracts [2] 16:4, 21 control [1] 38:25	conversation [1] 44:22 conversations [7] 54:13, 14, 21; 87:16, 19; 89:20; 90:14 conveyed [1] 73:5 copies [3] 42:12; 43:4; 93:21 copper [2] 14:17; 83:22 copy [2] 56:15; 93:11 copyright [1] 56:21 copyrighted [1] 35:13 corporation [1] 67:9 corrections [2] 11:3 coulter [2] 84:21; 85:4 coulter's [1] 84:22 counsel [19] 9:5; 25:17; 42:12; 43:5; 48:8, 9, 11; 54:16, 19; 78:3; 80:7; 87:14; 89:14; 90:10, 12, 14; 92:22; 93:2, 14 counsel's [1] 8:25 country [4] 18:18; 30:25; 53:25; 54:3 county [2] 1:2; 95:3 court [2] 1:1; 14:4 courtesies [1] 93:1 courtroom [3] 10:21; 14:5, 6 cover [3] 54:3; 56:16, 17 covers [2] 89:25; 90:6 cpslo [1] 56:25 cpslo006791 [1] 36:3 credit [2] 74:18, 21 crowded [1] 65:21 csr [2] 1:19; 95:23 custodian [4] 2:13, 16; 6:11; 88:9 customer [42] 22:18; 28:15, 19; 30:18; 34:10, 13, 17; 36:23; 37:6, 12, 24; 38:3, 5, 25; 39:1, 9; 40:12, 16, 18, 20; 53:22; 55:12; 57:21; 58:2, 10, 14; 67:22; 68:10;	70:14, 17; 72:2, 23; 73:3, 6, 8, 10, 12; 74:9, 12 customers [20] 21:3, 6; 29:25; 34:9; 40:15; 50:8, 17, 19; 51:22; 53:7, 9, 11; 67:19; 68:8; 70:23; 71:12, 18; 73:11; 74:17; 90:25 ** D ** daily [1] 11:16 dangerous [4] 78:15, 23; 81:13 dangers [1] 80:17 database [2] 74:1, 2 date [1] 35:17 dated [1] 2:18 dates [1] 48:19 day [6] 4:4; 27:17; 39:17, 19; 53:23; 95:18 days [6] 41:22, 23, 24; 42:2; 49:25; 63:12 deal [1] 74:8 decade [2] 20:1; 85:2 decide [1] 66:1 dee [1] 5:19 deed [1] 89:7 defendant [8] 2:12, 15, 22; 4:23; 5:8, 13, 19, 23 defendants [2] 1:8; 5:3 degree [3] 12:7, 8, 21 del [2] 52:5, 6 deliver [2] 71:21; 72:14 delivered [1] 72:3 delivering [2] 72:13, 15 deluca [1] 5:22 denise [4] 1:18; 4:8; 95:5, 23 dent [1] 89:7 department [4] 24:6; 29:5; 44:8; 73:5 departments [2]	26:19; 65:19 depos [1] 42:13 deposed [2] 7:3; 10:4 deposition [40] 1:13; 2:12, 16, 17; 4:1; 6:13; 7:10, 16, 17; 8:15, 24; 9:4, 11, 19, 21; 10:5; 11:1; 38:18; 42:3, 7, 18, 21, 23; 43:2, 7; 48:6; 55:1; 63:18, 20; 80:13; 82:11, 19; 93:8, 21, 25; 94:1; 95:6, 10, 16 depositions [1] 42:8 described [1] 52:18 describing [1] 26:17 destination [1] 72:19 determine [1] 37:13 dieden [1] 3:4 difficult [4] 53:17, 21; 55:18, 22 directed [1] 40:21 directing [2] 56:6; 74:24 director [23] 18:2, 3, 5, 16; 19:6; 22:23; 23:1, 3, 12, 20; 25:5, 7, 11, 14, 21; 26:2; 27:3, 9, 24; 50:13, 24; 51:3 directors [1] 18:12 discontinue [1] 91:3 discovery [1] 66:6 discuss [8] 44:16; 45:10; 46:7; 50:6, 8, 10; 53:9, 11 discussed [4] 89:21; 90:6, 9, 11 discussing [1] 68:14 discussion [2] 80:7; 82:1 discussions [3] 76:23; 77:1; 81:24 dispute [3] 82:21; 83:3, 7 distribute [4] 17:14; 28:23; 29:2, 9 distributed [6] 17:19; 21:4, 5; 28:2; 29:4; 30:17 distribution [1] 22:21 divide [1] 32:25
---	--	---	---	--

divided [3] 21:6, 22; 30:25 division [1] 43:18 document [9] 2:19; 41:17; 56:14; 61:17; 66:1, 2; 75:1; 82:25; 89:5 documents [19] 2:17; 42:4, 6; 64:25; 65:2, 3, 4, 8, 13, 16, 18, 22; 66:5, 7, 10, 14, 16; 72:7; 86:5 doesn't [3] 46:12; 61:19; 86:13 dozen [1] 32:24 drink [1] 80:1 drive [1] 6:21 drugs [1] 11:25 drywall [1] 92:16 duct [1] 92:14 due [1] 80:17 duffy [1] 83:4 duffy's [5] 42:17, 21; 54:25; 82:10, 19 duly [1] 4:10 dupont [1] 15:8 dyson [2] 69:5, 10 dyson-kissner-moran [1] 66:25 *** E *** early [10] 20:3; 21:16; 22:4, 11, 17; 40:2; 48:22; 51:9, 11; 85:3 east [1] 53:17 economic [1] 37:15 edition [1] 2:21 education [2] 12:6, 20 effect [1] 10:20 effective [1] 37:15 electrical [1] 91:21 embarcadero [1] 5:2 embarrassment [1] 11:6 emergency [1]	39:18 emphasis [4] 68:25; 69:3, 5 emphasize [1] 54:4 employed [1] 23:13 employees [6] 43:10, 12, 22, 25; 76:17, 20 employers [2] 73:18, 22 employment [1] 48:16 empty [2] 57:18; 59:1 encapsulated [2] 77:24; 78:23 encapsulation [3] 80:20, 24, 25 end [1] 11:1 ends [2] 41:7, 8 engineering [1] 5:19 enterline [1] 88:10 entitled [2] 2:19; 54:17 equipment [2] 14:24; 16:12 ernest [2] 33:9, 24 ernie [3] 46:23; 49:13, 19 error [1] 42:19 estimate [3] 32:3, 16; 33:5 et [1] 1:7 eureka [5] 57:16, 19; 58:5, 21; 59:2 evidence [1] 87:4 ex-president [1] 43:13 exact [2] 37:14; 77:10 exactly [1] 23:9 examination [2] 2:3; 6:4 examined [1] 4:11 example [2] 29:18; 53:12 exhibit [18] 6:14; 34:23, 24; 35:4; 41:6, 17; 56:9, 10, 11, 24; 57:5; 60:20, 21; 63:7; 85:10, 11; 89:1, 2 exhibits [1] 6:9 exist [1]	73:20 expand [2] 51:16; 53:14 expanding [1] 52:21 expecting [1] 75:24 expedite [3] 15:1; 16:4; 17:14 expediting [1] 16:22 expensive [1] 40:19 extent [3] 38:14; 63:17; 86:15 *** F *** facilities [2] 29:24; 53:19 facility [3] 8:5; 29:4; 40:7 fact [3] 66:8; 82:2; 90:5 factory [1] 14:18 facts [2] 87:3, 14 fair [4] 51:13, 14; 54:22, 23 familiar [2] 56:17; 61:1 family [4] 6:8; 69:12, 14 farrise [2] 4:6, 17 faucet [1] 38:11 felt [2] 29:25; 34:11 fernandez [2] 4:6, 17 fiber [1] 80:21 field [2] 12:11; 50:15 file [2] 65:20; 66:1 files [1] 74:11 fill [1] 28:23 filled [1] 65:19 final [1] 72:18 finance [1] 44:8 find [2] 46:8; 73:17 fine [8] 24:19; 36:14; 64:20; 78:11; 89:24; 93:9, 15, 17 finish [4]	10:7, 8; 13:12; 49:22 finished [2] 42:15; 78:1 first [20] 2:24; 3:4; 4:10; 7:7, 9, 10; 28:9; 29:2; 31:22; 35:8; 36:8; 41:20; 52:3; 61:18; 66:23; 67:1; 85:14, 21; 89:7, 9 fits [1] 62:12 five [5] 17:23; 24:25; 25:1; 31:12; 41:2 fixture [2] 39:1, 4 fixtures [2] 28:6; 38:7 flip [1] 36:2 floating [1] 80:22 floor [2] 4:22; 5:17 florida [3] 6:22; 9:22; 88:12 flue [1] 91:23 flushometers [1] 28:6 follows [1] 6:3 foregoing [3] 86:4; 95:6, 14 forgot [1] 14:2 former [1] 44:2 forward [2] 36:2; 65:15 four [4] 33:5, 6; 49:5; 89:10 fourth [1] 5:22 francisco [13] 5:2, 7, 12, 18; 29:18; 49:16, 18, 20; 70:14, 24; 71:12 frank [3] 43:14, 16; 44:21 franklin [1] 5:16 free [2] 73:4; 80:22 front [3] 10:21; 11:5; 35:2 full [8] 6:17; 10:20; 11:22; 13:4, 16, 17, 20; 95:15 fully [1] 12:4 functions [3] 26:24, 25; 27:11 *** G *** garlock [7]	2:22; 60:25; 61:1, 3, 23, 25; 62:24 garlock's [1] 78:21 gave [4] 47:8, 12; 77:22; 81:16 geographical [2] 21:7, 9 gill [1] 43:13 give [8] 10:17, 25; 11:21; 27:1; 47:24; 55:13; 61:11; 89:14 given [4] 11:1; 38:15; 40:17; 88:7 globally [1] 87:10 goods [2] 12:24; 14:8 gordon [1] 4:16 government [1] 54:5 graduate [1] 12:15 graphited [1] 57:7 greater [1] 54:1 greenwood [3] 4:6, 16, 17 ground [2] 10:5; 86:6 group [1] 54:9 growing [2] 68:24; 69:4 growth [1] 68:25 guess [6] 27:25; 28:18; 37:10, 22; 43:24 57:4 guida [1] 6:21 gypsum [1] 5:4 *** H *** h-e-i-n-e-n [1] 33:9 hadn't [1] 47:2 half [2] 6:22, 23 hamilton [2] 17:9; 40:11 hand [3] 34:22; 60:3; 95:18 hang [2] 30:12; 35:3 harrison [1] 4:21 hassard [1]
--	---	---	---	--

5:1 hawaii [1] 31:14 hazardous [2] 76:11; 81:9 hazards [4] 76:21, 24; 79:16; 82:8 he'll [2] 37:13, 18 he's [11] 21:19; 30:4; 42:17; 63:21; 64:21; 75:13; 86:12, 13, 14; 90:13, 14 head [10] 10:12; 25:3; 26:4; 39:7; 40:10; 43:23; 44:8; 55:2; 67:24 headquarters [8] 31:16, 18; 39:13; 40:7, 24; 73:1; 88:13, 14 health [6] 77:25; 78:13, 14, 15, 24; 81:10 health-related [1] 77:18 hear [2] 50:16; 75:5 heard [2] 47:2, 11 hearing [1] 93:4 heinen [12] 33:9, 13, 21; 46:22; 47:10, 19; 48:3; 49:13, 17, 20; 69:22; 71:6 held [7] 24:17; 25:7, 12, 22, 25; 26:3; 48:23 help [3] 36:17; 38:19; 46:24 helpful [1] 24:15 helps [1] 18:11 hereby [1] 95:5 hereunder [1] 95:17 high [3] 12:17; 13:13, 14 higher [2] 55:6, 11 highest [1] 12:6 hire [1] 27:1 hiring [2] 24:7; 26:20 history [1] 19:10 hogan [4] 1:4; 6:8; 85:16 hold [3] 24:24; 26:9; 27:13 home [5] 14:20; 15:25; 17:9, 16; 40:9	honest [2] 10:18, 25 honor [1] 54:23 hope [1] 15:19 hopefully [1] 74:21 hospitals [3] 53:12, 20; 54:4 hotels [1] 53:20 hour [3] 4:4; 41:2; 80:12 hours [2] 11:15; 41:22 house [7] 53:22; 54:2, 9; 55:9, 23; 56:4, 5 houses [1] 53:16 hudson [1] 15:25 human [2] 78:15, 24 hurwitz [1] 5:1 hygienist [1] 79:9 i'd [5] 33:5; 45:9; 54:20; 85:10; 89:22 i've [2] 6:9; 83:21 i-n-a-n-a [1] 43:16 identification [6] 6:15; 34:25; 56:12; 60:22; 85:12; 89:3 identifying [3] 58:7; 59:6; 62:21 ii [1] 5:11 imagine [2] 74:1, 2 implies [1] 31:5 important [2] 10:17, 24 improved [1] 27:7 inana [7] 43:16; 45:15, 16, 21; 46:7, 11; 47:8 inc [11] 1:7; 2:13, 21, 23; 3:3; 5:4, 9, 14, 24; 89:6 included [2] 14:20; 93:16 inclusive [1] 41:9 income [1] ** I **	27:7 incorporate [1] 86:16 indicating [2] 64:16; 75:14 individual [4] 24:7; 28:5; 65:19, 25 individually [1] 14:1 individuals [2] 87:11; 89:20 industrial [1] 79:8 industry [2] 28:7; 55:14 influence [1] 11:24 informal [2] 10:19; 50:25 information [21] 44:17; 47:4, 9, 12, 22, 24; 48:3; 63:10; 64:9; 65:11; 69:25; 71:1, 6, 11, 14; 72:10, 25; 73:5; 86:9, 14; 87:2 informed [3] 86:5, 12, 14 injury [4] 7:19, 20, 23; 8:4 inquire [3] 38:16; 44:19; 81:18 inquiring [1] 88:2 installations [1] 54:5 instructed [1] 72:24 insulate [1] 15:2 insulated [4] 14:13, 16, 17; 16:15 insulating [2] 14:23; 15:6 insulation [8] 4:23; 76:17; 91:25; 92:2, 5, 8, 10, 14 interline [4] 67:10; 88:11, 17, 23 interpose [1] 64:17 interrogatories [10] 2:23, 25; 3:4; 42:9, 10; 43:4; 81:22; 85:15; 89:7; 90:22 interrogatory [7] 48:6; 60:24; 61:8; 86:22; 90:6, 9, 11 introduced [1] 6:7 inventory [9] 36:4; 37:12, 19, 24; 38:25; 39:20, 25; 54:1; 55:17 investigations [1] 78:18 investment [1] 69:7	involved [1] 76:23 item [2] 62:11; 83:19 ** J ** jack [5] 33:9; 46:22; 47:10, 19; 49:13 jacks [1] 16:13 jackson [1] 5:6 jacksonville [1] 88:12 jeffrey [1] 5:1 job [9] 14:14; 15:14, 18, 22; 16:19; 17:6; 18:1; 72:5, 9 jobsite [6] 71:22; 72:4, 6, 23; 75:24; 76:1 jobsites [1] 75:21 john [5] 5:6; 43:18; 46:21, 22; 71:10 johnson [1] 5:21 join [1] 83:23 joint [4] 83:6, 14, 24; 84:2 judge [2] 10:21; 11:5 jury [2] 10:21; 11:5 justin [2] 4:16; 6:7 ** K ** k-l-o-p-f-e-l [1] 33:10 kaiser [1] 5:4 kazan [2] 4:5, 16 keep [4] 29:6; 39:20, 24; 65:18 keller [6] 69:23; 70:2, 5; 82:12, 16; 83:5 kentucky [5] 19:23; 20:8, 18, 20; 40:3 kept [1] 73:25 kinds [1] 60:15 klopfel [9] 33:10, 17, 24; 46:23; 48:3; 49:13, 17; 69:22; 71:6 klopfel's [1] 49:19 knowledge [18] 28:11; 37:6; 65:12, 15; 68:11; 70:13, 17, 23; 73:23, 24;	74:23; 75:20; 82:6; 84:16; 86:24; 88:20; 91:8, 13 knowledgeable [9] 2:13, 16; 6:11; 63:9, 14, 19; 64:3, 7, 11 ** L ** labor [1] 12:12 land [1] 31:6 large [3] 29:5; 53:12; 54:4 larger [1] 54:1 last [6] 10:4; 11:14; 33:15, 19; 42:2; 57:5 lasted [1] 35:25 late [7] 7:11; 23:13; 67:7; 76:14, 24; 80:16; 81:23 latter [2] 22:16; 23:8 lawyer [1] 9:9 lead [6] 83:6, 14, 20, 24; 84:1, 3 learn [1] 81:20 learned [1] 81:23 legal [5] 63:17, 24; 64:4; 86:15 let's [13] 7:7; 13:17; 19:18; 29:1, 17; 30:21; 35:3; 57:5; 58:18; 61:22; 75:9; 76:9; 86:21 letter [4] 2:18; 77:11, 13; 78:22 letters [5] 77:6, 8, 19; 78:19; 79:17 letting [1] 10:6 level [1] 12:6 levels [3] 37:12, 19, 24 likewise [1] 33:17 limitation [1] 64:18 limited [1] 54:2 line [3] 59:22, 23; 60:18 listed [2] 73:18; 74:25 literature [1] 79:13 live [2] 6:21; 33:19
--	--	--	---	---

lived [1] 33:15 llp [2] 5:1, 22 local [7] 40:21; 53:22; 54:2, 9; 55:8, 23; 58:11 locate [1] 46:22 located [1] 40:10 location [1] 47:3 logo [1] 56:18 lombardo [4] 1:18; 4:8; 95:5, 23 looks [2] 35:11; 86:1 los [1] 52:16 louis [2] 69:23; 82:12 louisville [20] 19:23; 20:7, 10, 17, 24; 21:2, 12, 15, 20; 22:1, 6, 9, 18; 40:3, 5, 8; 53:18; 76:17; 77:15; 80:18 lower [1] 53:24 lunch [1] 80:12 lyons [2] 4:6, 17 * * M * * m-a-r-t-i-i-n-g [1] 7:1 machine [1] 16:12 machinery [1] 14:25 magnesium [1] 92:4 maintained [1] 65:25 maintenance [1] 29:5 major [2] 15:5; 27:11 management [3] 12:12; 36:5; 76:18 manager [5] 43:17, 19; 46:1, 22; 71:8 managers [1] 26:23 manages [1] 46:13 manhattan [1] 12:14 manner [3] 28:11, 13; 86:16 manufacture [4]	14:16; 57:12, 13; 60:8 manufactured [2] 16:13; 57:14 manufacturer [1] 91:5 manufacturers [1] 28:6 manufactures [1] 60:12 manufacturing [6] 2:13, 21; 3:3; 5:9, 24; 89:6 marina [2] 52:5, 6 mark [4] 34:22; 58:7; 60:19; 89:1 marked [8] 6:15; 34:25; 41:17; 56:10, 12; 60:22; 85:12; 89:3 market [1] 5:12 markets [2] 29:20; 53:15 marks [1] 62:22 martling [1] 7:1 master [3] 2:19; 35:2, 8 material [5] 15:2, 6; 57:20; 76:11; 91:6 materials [3] 14:23; 38:6, 7 matter [1] 49:25 matters [3] 63:20; 86:6, 22 mccaghey [3] 5:21; 9:10, 18 mccall [1] 5:17 mcclain [2] 4:5, 17 mckenna [1] 5:11 mean [12] 18:22; 36:11; 38:17; 51:21; 55:16; 64:4; 72:16; 75:25; 76:1; 84:14; 86:13 meaning [2] 41:22; 78:6 means [1] 74:17 meant [2] 80:20; 81:18 media [1] 76:16 medical [1] 79:11 medication [1] 11:16 medications [1] 11:14 meet [8] 49:11, 12; 50:5; 51:23; 52:1,	11; 53:6; 83:25 member [2] 92:18, 21 memory [4] 71:18; 82:23; 87:8; 90:24 mentioned [3] 81:1; 82:10; 90:23 method [5] 29:23; 30:14; 68:17, 18, 24 middle [2] 57:6; 60:4 mind [1] 78:11 minor [1] 29:20 minute [3] 59:22, 25; 63:5 minutes [1] 80:9 misquoted [1] 23:7 misunderstood [1] 25:14 molten [1] 84:1 money [2] 18:10; 55:12 monica [1] 5:16 montgomery [1] 5:17 month [10] 22:10, 14; 44:24; 45:20, 24; 47:7, 17; 63:13; 85:22; 87:12 months [3] 22:16; 42:22 morning [3] 6:5, 6, 13 move [1] 58:18 mr [224] 2:3; 6:4, 5, 16, 17; 7:13, 15; 8:9, 11; 9:10, 18; 11:17, 20; 13:1, 2; 16:10, 14; 18:19, 21, 22, 24, 25; 19:3, 5, 11, 12, 14; 21:11, 14, 16, 18, 19, 23; 22:3; 24:9, 12, 14, 19, 20; 25:17, 19, 20; 29:13, 16; 30:2, 6, 10, 12, 16, 20; 31:5, 9, 12, 15; 32:17, 19, 20, 21, 22, 23; 33:13, 17, 21; 34:18, 19, 21; 35:1, 3, 7; 36:11, 25; 37:9; 38:4, 20, 21; 39:23; 40:1; 41:5, 11, 12, 14, 15, 16; 42:12, 14, 17, 20, 21; 44:2, 16, 23, 25; 45:10, 15, 19, 21; 46:7, 11, 19; 47:6, 8, 14; 48:2, 3; 49:17, 20; 54:14, 18, 20, 22, 24, 25; 55:20, 21; 56:7, 9, 13; 57:24, 25; 58:1; 59:25; 60:2, 23; 61:11, 13, 14, 21; 62:8, 9, 13; 63:16; 64:1, 15, 20, 21, 24; 69:8, 9, 16, 18; 70:19, 20, 22; 71:23, 24; 72:1; 74:3, 7, 14, 16; 75:2, 3, 7, 9,	12, 13, 15, 17, 19, 23; 76:2, 3, 6, 8; 77:9, 12; 78:1, 3, 7, 10, 12; 80:2, 4, 6, 10, 11, 14; 82:10, 19, 22; 83:2, 4, 8, 12; 84:8, 11, 22; 85:4, 13, 17, 18; 86:11, 20; 87:3, 9, 22; 88:3, 4, 21; 89:4, 14, 15, 16; 90:2, 13, 16, 18; 91:10, 12; 92:24; 93:2, 3, 4, 9, 10, 12, 13, 15, 16, 17, 18, 19, 23 ms [2] 54:12; 93:23 myself [4] 6:7; 23:7, 16; 80:7 * * N * * name [20] 6:7, 17; 47:8; 57:11, 17, 19, 22; 58:3, 5, 11, 15; 59:1, 3, 6; 61:3; 62:7, 11; 67:17; 68:5; 88:7 named [1] 95:7 names [1] 46:19 national [1] 92:21 nature [9] 7:16; 8:18; 28:4; 39:18; 50:4; 52:17; 76:22; 77:1, 13 needs [2] 36:24; 37:6 night [1] 39:16 nodding [6] 10:12; 25:3; 26:4; 39:7; 55:2; 67:24 north [4] 12:24; 13:1; 31:6, 7 northeast [2] 21:25; 31:4 notary [1] 93:8 notation [2] 90:1, 20 noted [1] 93:23 notice [17] 2:12, 15; 4:3; 6:10, 13; 42:7; 63:11, 18, 20; 65:1, 5; 66:5; 67:19; 68:7; 73:18; 74:25 nowhere [1] 72:12 number [11] 30:19; 41:7; 44:14; 73:4, 7, 10, 12, 13, 19; 74:13 numbers [3] 41:10; 73:25; 90:10 * * O * * o'connell [6] 43:14; 44:21, 25; 45:10, 19; 46:19	o-u-r [1] 78:5 o0o [2] 1:3; 4:14 oakland [3] 4:7, 18, 22 object [4] 36:25; 61:14; 63:16; 86:11 objection [6] 2:15; 38:4; 57:24; 64:17; 83:8; 87:3 objections [1] 6:12 october [5] 1:20; 2:18; 4:4; 6:12; 95:18 offhand [1] 44:14 office [20] 8:25; 14:20, 24; 15:24, 25; 17:8, 9, 16; 19:24; 20:5; 21:12 21; 31:19, 20; 40:9, 10; 54:4; 88:11; 93:25 offices [5] 4:5; 18:17; 19:2, 16, 22 oh [1] 44:24 okay [12] 21:18; 23:19; 25:10, 16; 26:8, 12; 30:5; 32:22; 74:5; 75:14, 17; 93:18 opened [7] 19:24; 20:20; 21:15, 21; 22:11 18; 40:3 opening [1] 20:10 operate [2] 67:16; 68:4 operation [2] 20:5, 22 operations [2] 20:7; 67:14 opinion [2] 64:6, 22 opportunity [2] 11:2; 20:14 opposed [1] 78:6 option [1] 72:5 order [20] 2:23; 22:5; 28:22, 23; 29:6, 21 30:3, 18; 39:10, 14; 40:4, 13; 70:5; 73:3, 6, 7, 10, 13; 74:12, 19 ordered [3] 57:18, 21; 73:14 orders [6] 15:1; 39:16; 40:6, 7; 59:13; 74:9 organization [3] 19:7; 66:17; 92:19 original [1] 93:16 outside [2]
--	--	---	---	---

16:13; 93:8 overbroad [1] 83:9 owned [2] 14:1; 69:12 owner [2] 68:16; 69:10 ownership [3] 67:23; 68:11, 22 ** P ** p.m. [1] 94:2 package [1] 72:18 packing [11] 57:16; 62:3, 8, 9, 15, 17, 21; 63:4; 82:16, 17; 83:5 packings [1] 57:7 page [19] 2:2, 11; 3:2; 35:8, 11; 56:20; 57:5, 6; 60:3; 61:7; 63:7; 64:13; 75:3, 4; 85:25; 87:22, 24; 89:13 pages [8] 36:2; 41:6, 8, 9; 74:25; 75:7, 10; 86:1 paid [3] 55:11; 74:19, 22 palm [2] 6:22; 9:22 paragraph [2] 36:4; 37:17 part [12] 13:7, 13, 16, 25; 21:25; 22:2; 23:8; 30:15; 38:10, 12; 48:16; 59:22 parts [10] 16:12; 17:13, 19; 28:5; 29:6; 37:14, 22; 38:2; 39:3; 42:24 paul [1] 5:11 pending [2] 9:2, 23 people [3] 64:9; 66:9; 71:5 percent [1] 92:4 percipient [1] 7:22 perform [2] 73:17; 78:18 performing [1] 26:23 period [5] 18:20; 32:5; 48:20; 57:2; 71:2 person [14] 2:13, 16; 6:11; 63:9, 14, 19; 64:3, 7, 11; 72:13, 15, 17, 21; 88:1 personal [4] 7:19, 20; 64:22; 88:20	personally [2] 4:9; 88:1 personnel [2] 24:8; 79:11 persons [1] 33:7 phone [2] 16:13; 44:14 pick [1] 53:23 pipe [7] 83:21, 22; 91:17, 19, 21, 23, 25 pipes [2] 83:23, 25 place [25] 7:17; 8:4, 24; 9:21; 20:2, 7; 29:21; 30:3; 31:24; 37:12; 39:13, 16; 40:4; 54:21; 59:13; 65:16; 67:23; 79:23; 81:24; 83:25; 84:13, 14; 95:8, 11, 16 placed [4] 16:4; 28:22; 40:6; 73:3 plains [14] 17:9; 18:16; 20:4, 11, 15, 21; 21:1, 9, 20, 24; 22:19; 39:13; 40:23; 44:13 plaintiff [1] 80:8 plaintiffs [3] 9:7, 25; 89:7 plaintiffs [15] 1:5; 2:11, 15, 25; 3:2, 3; 4:19; 6:14; 8:12; 34:24; 56:11; 60:21; 85:11, 15; 89:2 plant [6] 4:23; 14:18, 21; 22:18; 40:3; 77:15 plants [1] 53:12 plastic [1] 83:23 please [5] 6:18, 25; 11:9; 78:8; 86:19 plumbing [5] 29:17, 18; 53:16; 55:4; 70:10 point [4] 22:21; 25:17; 26:2, 5 poles [1] 16:11 policy [2] 63:15; 65:23 popular [1] 83:18 portillo [1] 93:23 position [10] 24:24; 25:7, 12; 26:9; 44:6; 48:23; 49:7; 50:12; 84:22; 88:23 positions [2] 24:17; 74:9 possession [1] 84:6	potential [3] 29:25; 30:18; 34:10 poured [1] 84:9 preferred [1] 40:17 preparation [1] 43:7 preparing [1] 42:3 presence [1] 93:8 present [6] 43:10, 20, 25; 44:17; 48:12; 95:7 presently [1] 6:21 president [5] 43:13; 44:2, 3, 5, 9 presumed [1] 80:21 presumption [1] 71:7 pretty [1] 82:25 previous [4] 42:8, 13; 43:19; 84:24 previously [3] 74:19; 87:19, 20 price [2] 53:24; 55:6 print [1] 56:21 prior [30] 19:17, 18; 20:10; 28:12, 20, 24; 32:6, 18; 33:7; 34:3; 36:19; 37:13; 45:5; 46:3, 19, 21; 53:3; 62:19; 65:6, 8, 13; 68:25; 71:3, 24; 73:19, 25; 79:19; 83:13; 87:1; 93:21 privately [1] 69:12 problem [1] 61:18 proceedings [1] 95:16 processed [1] 39:17 produce [1] 2:17 produced [4] 4:9; 36:9; 63:18, 21 product [28] 8:7, 10; 22:6, 19; 28:15, 20, 24; 30:18; 34:11, 15; 53:17, 23; 54:10; 56:2; 58:14, 15, 20; 59:6, 24; 72:3, 13, 16, 18, 22; 75:25; 76:11; 77:15; 83:15 products [67] 16:5, 9, 18, 22; 20:11, 24, 25; 28:2, 4, 8, 12; 34:17; 36:23; 37:8; 50:10, 16, 20, 22; 51:18; 52:18; 55:4, 7, 10; 57:9, 12, 13; 58:10; 59:3, 4, 6, 8, 15,	19, 22; 60:8, 17; 61:5, 25; 62:2, 4, 6; 63:3; 68:19, 21, 24; 69:2; 75:21; 76:4; 77:3, 7, 17, 23; 78:22; 79:20, 24; 81:2; 82:3, 11; 83:17; 91:1, 4, 9, 14; 92:10, 12, 16 professional [1] 92:18 program [1] 68:23 proper [4] 14:25; 37:12, 19; 74:22 proposing [1] 77:14 protected [1] 33:2 protillo [1] 5:6 provide [4] 47:4, 9; 48:2; 93:13 public [2] 68:2, 7 puerto [1] 31:14 purchase [10] 14:23, 24; 16:19; 17:13; 28:15; 34:17; 58:10; 68:3; 72:7 purchased [12] 15:6; 58:2; 61:25; 67:20; 69:10; 70:8, 11, 15; 82:12, 16; 83:5, 16 purchaser [1] 72:8 purchasing [51] 14:15; 15:14, 23; 16:6, 17; 17:1, 7, 11, 15, 18, 21; 18:2, 3, 5, 13, 15, 16; 19:6; 22:24; 23:1, 4, 12, 20; 24:21; 25:5, 8, 11, 21, 25; 26:3, 7, 8, 10; 27:4, 5, 9, 23, 24, 25; 28:1, 19; 36:24; 37:8; 48:25; 49:7; 50:13, 14, 25; 59:9 purpose [3] 49:9; 51:15; 53:3 pursuant [1] 4:3 ** Q ** quality [1] 55:8 question [39] 10:9; 11:11, 17, 18; 18:23; 19:13; 21:23; 28:18; 29:8, 14, 15; 30:13, 16; 36:25; 37:21; 38:4; 49:23; 55:20; 61:12, 15; 64:19; 69:8; 75:5, 9, 18; 77:2; 78:8; 82:22; 83:8; 86:12, 15, 24; 87:7; 88:3, 6, 7, 8; 89:13; 90:3 questioning [1] 54:21 questions [5] 10:7; 64:3; 87:6; 93:3, 4	quick [2] 14:3; 22:17 quotas [4] 24:6, 7; 26:18; 27:1 ** R ** read [19] 11:5; 30:7, 9; 42:21, 23, 25; 54:25; 75:6; 78:7, 9, 11; 82:10, 19; 85:23; 86:4, 7, 25; 89:11; 90:4 readily [2] 54:11; 56:2 reading [2] 81:22; 82:7 real [2] 14:3; 22:17 reason [5] 56:2; 67:22; 74:8; 83:3, 7 reasonable [1] 55:18 reasons [2] 10:24; 12:3 recall [75] 8:12, 24; 9:2, 7, 11, 23, 25; 15:5; 16:10, 17, 21; 18:10; 19:24; 20:1; 32:2; 33:7, 12, 15, 21, 24; 34:5, 7; 35:23; 36:1; 41:24; 42:1; 43:1; 44:3, 6, 14; 45:2; 48:19, 20, 22; 49:6, 13; 50:11; 51:7, 25; 52:2, 13, 15, 24, 25; 53:1; 55:3; 57:8; 59:15, 18; 60:7, 13, 14; 61:6, 23, 24; 62:2, 4, 17, 23, 25; 63:2, 3; 77:9, 10; 78:21, 25; 79:1, 3; 82:11, 15, 18, 25; 83:16; 84:25; 85:2 recap [2] 56:1; 82:5 received [1] 79:6 recently [2] 41:21, 22 recognize [2] 56:14, 15 recollection [2] 61:17, 20 recommend [1] 38:2 recommendations [7] 34:16; 50:16, 17, 21; 51:18, 20; 52:18 record [26] 6:9, 18; 24:10, 13, 14; 30:9; 35:5, 6; 36:8; 37:14; 41:5, 13, 14; 54:13, 17; 56:24; 63:15; 73:1; 75:6; 78:9; 80:2, 5, 6, 8; 85:14; 90:4 records [9] 2:14, 17; 6:12; 71:16, 17; 72:9; 73:20; 83:11; 88:9 refer [2] 55:5; 77:2
--	---	---	---	---

reference [1] 41:7 referencing [1] 78:5 referred [1] 37:20 referring [2] 60:5; 66:19 reflect [2] 74:11; 75:10 reflected [4] 72:6, 8, 11; 73:1 refreshes [1] 61:17 regarding [10] 43:1; 48:3, 5; 63:15; 76:20; 77:5; 79:20; 82:2, 7; 87:17 regards [1] 65:23 region [11] 21:7, 9; 31:23; 32:9, 10, 17, 24, 25; 46:1; 51:24 regional [7] 26:23; 31:16; 43:17, 19; 45:25; 46:22; 71:8 regions [5] 24:7; 26:19; 30:23, 25; 31:3 relating [1] 80:17 relationship [1] 50:12 rely [1] 79:18 remain [4] 16:24; 23:3, 13; 27:17 remember [1] 7:8 remembered [1] 4:3 reminder [1] 93:20 repair [2] 37:14 repairs [2] 28:7; 37:15 repeat [1] 90:3 replaced [1] 45:4 replacement [2] 38:10, 11 report [1] 95:15 reporter [7] 4:8; 30:9; 75:6; 78:9; 90:4; 93:14; 95:12 represent [2] 6:8; 83:4 representation [2] 38:17; 81:16 representative [2] 36:9; 39:3 representatives [3] 36:16, 18, 22	represented [3] 9:4, 18; 38:22 request [5] 2:17; 40:20, 24; 54:22, 23 requested [1] 36:22 required [3] 29:6; 35:17, 25 reside [1] 44:12 respect [1] 93:6 respectively [1] 6:10 respond [2] 77:19, 21 response [12] 3:3; 63:18; 64:25; 65:4; 66:5; 77:22; 78:5, 22; 79:2, 16; 80:19; 89:6 responses [14] 2:22, 25; 10:13; 60:24; 77:22; 79:6; 85:15, 23; 86:9, 23; 87:2, 18; 89:11, 19 responsibilities [14] 13:19; 14:22; 15:15; 16:3; 17:11; 18:6, 9; 24:2, 4; 26:17, 21; 27:3, 6, 8 rest [1] 59:22 result [3] 8:7, 10; 68:22 retention [1] 63:15 retire [1] 27:15 retired [6] 27:17, 19; 43:13, 19; 44:10; 91:14 retirement [1] 27:14 return [1] 93:24 review [2] 11:2; 48:7 reviewed [4] 42:4, 6, 8 reviewing [3] 87:1; 89:19; 90:19 rey [2] 52:5, 7 rick [1] 84:21 rico [1] 31:14 right [13] 16:2; 18:24; 23:1; 26:1; 27:18; 39:10; 54:18; 55:6; 58:23; 60:3; 76:2; 86:7; 90:16 right-hand [1] 36:3 riverdale [1] 12:14 rohit [1]	4:21 roughly [2] 32:24; 41:2 route [1] 44:19 rule [2] 35:23; 36:1 rules [1] 10:5 run [1] 37:7 runner [3] 83:20, 24; 84:3 runners [3] 83:6, 14 running [2] 13:21; 14:25 runs [1] 88:17 ryan [2] 5:21 * * S * * s-b-e-z-z-i [1] 6:19 sabnis [1] 4:21 safety [1] 92:21 sale [1] 67:25 sales [30] 22:23; 23:16, 23, 25; 24:1, 5, 6, 8; 25:13, 15, 22; 26:6, 13, 18, 19; 27:12; 28:10; 31:16, 21; 36:22; 43:15; 45:3; 48:25; 50:1; 51:4, 10; 68:14, 15, 17; 72:7 salesman [8] 33:2; 37:5, 7, 11; 40:21; 43:20; 72:24; 73:15 salesmen [29] 29:23; 30:11, 22, 24; 31:1; 34:8; 39:12, 15, 20, 24; 40:4, 18; 44:18; 46:13, 20; 49:11, 12; 50:2, 5, 14, 18, 19; 51:22, 23; 52:1, 6, 11; 55:12; 69:21 salespeople [1] 27:1 salesperson [2] 39:8, 10 salespersons [7] 31:25; 32:25; 33:3; 34:2, 5, 16; 36:19 san [12] 5:2, 7, 12, 17; 29:18; 49:16, 18, 20; 70:14, 24; 71:12 satisfied [1] 69:2 saying [2] 55:22; 56:4 sbezzi [11] 1:13; 4:1, 9; 6:1, 5, 17, 19;	36:11; 38:21; 41:16; 95:6 scenario [1] 58:25 school [3] 12:17; 13:13, 14 schools [2] 13:22; 54:4 screw [1] 16:12 seal [1] 83:24 seals [1] 84:1 search [5] 66:4, 7, 13, 16; 73:17 second [8] 8:15; 24:11; 52:14; 56:20; 61:7; 80:3; 86:1; 89:14 sections [1] 28:18 sell [23] 29:18; 30:23; 34:15; 46:11; 57:8; 58:12; 75:24, 25; 83:13; 91:8, 13, 17, 19, 21, 23, 25; 92:2, 4, 7, 10, 12, 14, 16 sellers [1] 59:21 selling [4] 49:17, 20; 69:3; 91:3 sells [2] 46:9, 15 send [4] 40:19; 59:1; 72:22; 79:17 sending [2] 53:17; 78:19 sense [2] 38:13; 64:4 separately [1] 88:17 sequoia [1] 5:4 servadei [1] 70:7 served [2] 54:1, 2 service [7] 51:19, 22; 52:19, 20; 55:13, 15; 70:7 sets [1] 42:9 setting [1] 10:19 sewer [1] 91:19 sexauer [190] 2:12, 15, 20, 21; 3:3; 5:9, 24; 8:3, 5, 7, 10, 22; 9:16; 17:5, 12, 19; 18:13, 17; 19:1, 15; 22:5; 23:4, 13; 24:22; 28:2, 12, 13, 16, 23; 29:2, 4, 9; 30:23; 31:1, 16, 25; 33:22, 25; 34:2, 11; 35:9, 13; 36:9, 12, 16, 22, 24; 37:16, 23; 38:22; 39:2; 40:6; 43:2, 10, 14, 16, 17, 20;	44:3, 5, 9, 18; 45:3, 5, 7; 46:3; 48:15; 50:10; 53:24, 25; 55:3, 7, 11; 56:15, 17, 18; 57:1, 2, 7 8, 11, 13, 17, 18, 22; 58:3, 11, 15, 16, 25; 59:23; 60:4, 8; 61:24; 62:6, 10, 11, 12, 14, 15 63:1, 9, 15; 64:8; 65:18; 66:17 20, 22; 67:14, 17; 68:3, 5, 14, 15; 69:12, 14; 70:2, 5, 8, 11, 15, 18; 71:21; 72:17, 21, 24; 73:1, 11, 19, 22; 74:18, 24; 75:20, 24, 25; 76:4, 10, 15, 24; 77:4, 6; 78:6, 18; 79:5, 8, 13, 15, 20, 23; 80:16; 82:2, 5, 6, 13, 15, 17, 20, 24; 83:6, 13, 16; 84:6, 15, 22, 25; 85:5; 88:14, 17; 89:6; 90:25; 91:3, 8 13, 17, 19, 21, 23, 25; 92:2, 4, 7, 10, 12, 14, 16, 18, 21 sexauer's [10] 2:16, 24; 6:11, 12; 19:9; 53:7; 54:6; 67:19; 69:21; 85:14 shaking [2] 10:12; 43:23 sheet [7] 62:3, 8, 9, 15, 17; 21; 63:4 sheeting [1] 61:4 shim [1] 68:16 ship [9] 21:24; 22:1; 53:25; 55:18; 72:5, 9, 18; 73:8; 76:4 shipped [9] 22:6, 19; 30:19; 40:8; 54:11; 74:20, 21, 24; 76:1 shipping [4] 22:21; 72:10, 22; 73:5 shop [1] 69:23 shortcut [1] 64:12 shorthand [3] 4:8; 95:11, 12 show [4] 41:16; 60:19; 73:7; 83:11 sign [2] 93:7, 10 signature [3] 86:2; 89:17; 94:7 signed [1] 42:9 signing [1] 93:6 silicate [1] 92:7 silva [4] 43:13; 44:2, 16, 23 sir [19] 7:3; 8:21; 10:16; 12:6; 39:22; 48:14; 54:25; 56:14; 58:24; 63:14; 64:25; 76:12; 80:15; 83:13, 15; 84:6; 85:19; 86:2; 92:24
---	--	---	---	--

siros [1] 70:10 sites [3] 74:25; 75:13; 76:5 six [6] 24:25; 25:1; 30:25; 31:3; 85:22; 89:10 sixth [1] 31:13 size [1] 69:2 smallest [1] 53:16 soil [1] 83:21 sold [32] 8:8; 13:22; 21:3; 28:12, 14; 50:10; 53:15, 24; 59:16, 19; 60:15; 62:6, 14; 63:3; 66:11, 12, 19, 20, 22, 24; 67:1, 2, 4, 8, 13; 68:19; 69:14; 70:2; 75:21; 79:21; 91:1 somebody [1] 87:7 someone [2] 22:4; 87:17 somewhere [3] 15:11; 32:15; 80:10 sons [1] 5:13 sorry [22] 7:17, 22; 13:11; 16:8, 20; 22:23; 25:24; 27:4; 31:2; 40:2; 43:11; 48:1; 52:9; 59:24; 61:24; 74:12; 75:1, 8, 15, 17; 78:7; 82:16 sounds [1] 41:4 south [2] 31:6, 10 southeast [2] 22:2; 31:4 southern [1] 22:1 space [3] 65:14, 21 speak [1] 43:12 speaking [2] 35:18; 70:18 special [1] 58:19 specific [6] 28:8; 38:7; 71:12; 74:8; 79:1 specifically [1] 78:21 specified [1] 95:9 specify [1] 78:14 speculate [2] 69:16; 91:10 speculating [1] 74:3	spell [1] 6:18 spend [1] 6:22 spent [1] 27:21 spoke [4] 43:10, 15, 17, 25 spoken [1] 87:7 spool [5] 57:22; 58:3, 5; 59:1 spools [1] 57:18 sporting [2] 12:24; 14:8 stamford [2] 5:22; 8:25 stamped [1] 56:25 start [5] 7:7; 13:3, 11; 19:18; 61:22 started [4] 15:10; 44:5, 6; 84:25 starting [2] 13:17; 63:7 state [7] 1:1; 6:17; 74:5; 93:20; 95:1, 12, 24 stated [2] 78:4; 86:6 statement [3] 65:10; 86:10; 87:6 states [4] 21:25; 31:7, 8, 10 stem [1] 57:7 sticks [1] 83:1 stipulate [1] 78:10 stipulation [1] 93:7 store [4] 12:24; 13:21; 14:8; 58:11 stored [1] 65:16 stores [1] 58:12 stories [1] 76:16 street [8] 4:7, 18, 22; 5:7, 12, 17, 22; 15:25 strike [1] 31:2 subject [2] 63:20; 76:18 subscribed [1] 95:17 substituted [1] 91:6 successful [1] 68:18	suite [4] 4:7, 18; 5:2, 7 sulfuric [1] 7:18 superior [1] 1:1 supplied [2] 38:7; 43:4 suppliers [1] 78:6 supplies [1] 14:24 supply [12] 21:10; 35:25; 53:16, 22; 54:2, 9; 55:8, 23; 56:4, 5; 58:11, 12 supplying [1] 59:9 supposed [1] 61:9 sworn [3] 4:11; 6:2; 95:7 <b style="text-align: center;">* * T * * t-e-n-s-o-l-i-t-e [1] 14:12 table [2] 35:12; 54:19 takes [1] 88:21 talk [9] 43:9; 47:6; 48:5; 54:16, 17, 19; 68:13; 86:25; 87:1 talked [7] 43:7; 48:11; 87:10, 12, 13, 19; 90:15 talking [3] 36:19; 43:6; 80:15 tarriytown [3] 7:2; 12:25; 14:13 technical [1] 64:5 teflon [2] 15:4, 6 telegraph [1] 15:21 ten [7] 32:4, 12; 41:6, 9; 42:2; 63:12; 80:12 ten-minute [1] 41:3 tensolite [5] 14:12, 16; 15:9, 13, 17 term [2] 64:5; 86:15 terminology [1] 29:11 territories [2] 30:23; 31:17 territory [4] 29:24; 33:1, 2; 49:19 testified [11] 6:3; 9:16; 14:4; 25:4; 43:1; 55:3; 63:11; 82:15, 20, 24; 83:4 testify [3] 12:4; 63:19, 25 testifying [4] 7:21, 25; 8:20; 10:20 testimony [7] 11:15, 19, 22; 55:1; 60:7; 82:11, 19 thank [4] 11:13; 31:9; 92:25; 93:1 there's [9] 24:15; 28:21; 35:25; 37:22; 41:9; 59:3; 84:13, 14, 15 thereabouts [1] 63:12 thereafter [1] 95:13 therein [2] 89:11; 95:8 thereupon [1] 4:11 thick [1] 82:25 thinking [1] 90:21 third [3] 9:11; 37:17; 52:23 thomas [1] 5:19 threaded [1] 83:23 three [7] 7:6; 22:16; 23:5; 33:5; 45:9; 46:2; 51:4 throw [2] 66:2, 9 thrown [1] 65:22 till [5] 16:25; 18:4; 25:2; 26:12; 27:14 times [7] 7:5, 6; 22:8; 49:4, 6; 51:5; 67:4 timing [1] 24:17 tiny [3] 59:25 title [14] 13:23, 24; 14:14; 15:14, 15, 22; 17:6, 21; 18:1, 10; 23:15; 27:6, 13; 84:23 titled [1] 36:4 today's [2] 10:5; 42:3 toll [1] 73:4 tom [3] 42:17; 87:23; 90:7 tools [2] 28:7; 50:23 tossavaimen [3] 87:23; 90:7 towards [1] 60:4	trade [2] 79:13; 92:19 trained [2] 36:16, 18 transcribed [1] 95:13 transcript [2] 11:2; 95:14 transcripts [1] 93:22 transite [1] 91:17 trees [1] 16:11 trial [1] 11:6 tries [1] 86:16 trip [1] 49:9 true [7] 58:22; 64:14; 67:25; 73:14; 86:6, 23; 95:15 turning [1] 88:25 twisted [1] 57:20 types [9] 16:15; 53:11; 81:4, 6, 9, 10, 13, 21; 82:7 typewriting [1] 95:14 <b style="text-align: center;">* * U * * uh-huh [2] 10:11; 42:14 uh-uh [1] 10:12 understand [20] 10:15, 19, 22; 11:7, 18; 18:25; 19:13; 21:19; 28:13; 29:11, 13; 36:8, 13; 37:2, 4; 64:21; 80:8; 81:5; 82:22; 86:18 understanding [11] 24:21; 36:7, 21; 37:16, 23; 38:1, 8, 22; 79:5; 80:23; 81:3 union [4] 15:21; 16:5, 7, 24 united [4] 21:25; 31:7, 8, 10 university [1] 12:13 upper [1] 21:25 <b style="text-align: center;">* * V * * vague [5] 37:1; 38:4; 83:9; 86:12, 17 variety [1] 41:10 vendor's [1] 79:1 vendors [9]
---	---	---	---

16:4; 77:3, 4, 6, 19; 78:19;
79:17; 80:20; 81:16
ventures [1]
5:4
verbal [2]
10:11, 14
versus [1]
53:13
vertical [1]
53:15
vice-president [23]
23:16, 22, 25; 24:1, 5; 25:13,
15, 22; 26:5, 7, 8, 10, 13, 17;
27:4, 12, 24; 28:10; 43:15;
45:2; 50:14; 51:4, 9
vicinity [2]
52:8, 10
visit [9]
34:12; 48:16; 49:4, 15; 50:4,
24, 25; 52:3, 17
visited [5]
49:2, 6; 51:3; 52:14; 69:23
visits [3]
51:7, 15; 53:4
volume [6]
59:15, 18, 21; 60:14, 17; 63:4
vs [1]
1:6

* * W * *

w-i-l-m-a-r [1]
67:9
wallace [87]
5:6, 7; 7:13; 8:9; 11:17; 13:1;
16:10; 18:19, 22, 25; 19:11;
21:11, 16, 19, 23; 24:9, 14;
25:17; 29:13; 30:2, 6, 12, 16;
31:5, 9, 12; 32:17, 20, 22;
34:18; 35:3; 36:25; 38:4;
39:23; 41:5, 12; 42:14, 17;
54:14, 22; 55:20; 56:7; 57:24;
59:25; 61:11, 14; 62:8; 63:16;
64:15, 21; 69:8, 16; 70:19;
71:23; 74:3, 14; 75:2, 9, 13,
17, 23; 76:6; 77:9; 78:1, 3, 10;
80:2, 6, 11; 82:22; 83:8; 84:8;
85:17; 86:11; 87:3; 88:3;
89:14; 90:2, 13; 91:10; 93:2, 4,
10, 13, 16, 18, 23
walsworth [1]
5:16
wanted [11]
25:18; 28:15; 29:21; 30:3;
38:10; 40:20; 46:8; 53:19;
58:14; 72:3, 23
wants [1]
54:16
warehouse [12]
20:9, 11, 15, 17, 20, 21; 21:2,
10, 15; 22:9; 59:12; 76:18
warehoused [3]
20:11, 24, 25
warning [1]

90:25
warnings [2]
79:19, 23
washers [4]
60:4, 10, 12, 15
washington [1]
16:5
water [1]
80:1
ways [1]
29:1
we'll [1]
28:8
we're [6]
65:14; 75:23; 80:11, 12; 88:25;
91:16
we've [4]
41:1; 80:7; 89:21; 90:6
weeks [3]
41:25; 85:22; 89:10
west [18]
6:21; 9:22; 22:1, 4, 18; 31:10,
22; 32:1, 9, 10, 17; 40:4;
43:18, 19; 46:1; 51:24; 53:18;
71:9
western [4]
15:21; 16:7, 8, 24
what's [1]
41:16
whereabouts [1]
47:19
whereof [1]
95:17
whereupon [1]
94:1
white [14]
17:9; 18:16; 20:4, 11, 15, 21,
25; 21:9, 20, 24; 22:19; 39:13;
40:23; 44:13
wicking [5]
57:22; 58:2, 7, 19; 83:6
wickings [2]
57:7, 14
wilmar [4]
67:9, 10; 68:1, 2
wilson [1]
93:3
wire [5]
14:13, 16, 17, 24; 15:2
wires [1]
16:15
witness [68]
4:10, 11; 6:2; 7:14, 21, 22;
8:10; 11:19; 16:11; 19:1, 4, 13;
21:22, 24; 24:16; 25:3; 26:4;
30:5, 7, 14, 17; 31:7, 10, 13;
34:20; 37:4; 38:16; 39:7, 24;
42:16, 19; 43:23; 54:15; 55:2;
61:15; 62:10; 63:17, 24; 64:23;
67:24; 69:17; 70:21; 71:25;
74:6, 15; 75:5, 10, 16, 18;
76:7; 77:10; 78:2, 4; 82:23;
83:10; 84:9; 86:19; 87:5; 90:3,
5, 17; 91:11; 93:1, 7, 10; 94:7;

95:7, 17
word [4]
37:4, 10; 78:5; 80:24
wordage [1]
77:10
work [17]
12:23; 13:7, 15; 14:11, 18;
15:9, 20, 24; 17:4, 8; 27:19;
38:2, 5; 39:3; 46:3; 74:25; 76:4
worked [11]
12:24; 13:20; 33:21, 24; 45:5,
7; 46:5; 48:15; 57:2; 83:5;
84:23
workers [1]
80:18
working [3]
37:18; 39:2; 45:11
wouldn't [1]
68:10
written [1]
11:2
wrong [1]
75:1
wrote [1]
77:6

* * Y * *

yarn [1]
58:22
yeah [2]
27:10; 45:16
year [14]
6:22, 23; 12:15; 13:3, 11; 15:9,
10; 23:9; 27:16; 35:19; 44:4;
45:4; 65:20; 84:25
years [16]
13:18; 17:23; 22:16; 23:5;
24:25; 25:1; 27:21, 23; 35:21;
44:3; 45:9; 46:2; 47:2; 65:17,
20; 84:24
york [14]
6:23; 12:14, 25; 14:13; 15:25;
17:10; 20:4, 12, 15, 21; 21:2,
10; 44:13
you'll [2]
35:11; 61:7
you've [5]
10:3, 6; 55:19, 20; 88:3
yourself [3]
64:10; 66:13; 82:1

* * Z * *

zelinsky [1]
5:13
zip [1]
16:1