

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

JOHN E. CRUM and MARILYN J.
CRUM, a married couple,

Plaintiffs,

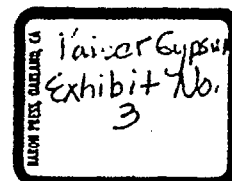
v.

THE E.J. BARTELLS COMPANY; et al.,

Defendants.

No. 98-2-24915-3 SEA

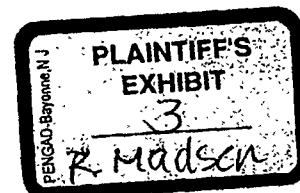
AFFIDAVIT OF RICHARD A.
MADSEN



STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

ss.



I, RICHARD A. MADSEN, declare:

1. I was employed with KAISER GYPSUM COMPANY, INC. (hereinafter "KAISER GYPSUM") from 1966 through 1978 when KAISER GYPSUM ceased its operations. While employed with KAISER GYPSUM, my job title was Director of Advertising and Public Relations.

2. I was a friend and co-worker of JOHN CRUM and accompanied Brent Crosby to visit Mr. Crum a few weeks prior to his death.

3. I recall decedent JOHN CRUM being employed by KAISER GYPSUM as a salesman for the Reno/Tahoe district.

4. I am informed and believe that the above-captioned lawsuit was filed against KAISER GYPSUM by JOHN CRUM who alleges exposure to asbestos-containing products.

5. As Director of Advertising and Public Relations, it was my responsibility

1 to supervise the design and order all packaging materials and labels for every product
2 which bore the KAISER GYPSUM name.

3 6. I have been informed that Mr. Brentwood (Brent) Crosby, a former
4 District Sales Manager for KAISER GYPSUM with whom I am personally acquainted,
5 testified recently in deposition that he was unaware of any caution labels on any of the
6 packages of KAISER GYPSUM's asbestos-containing products.

7 7. The statement in deposition by Mr. Crosby that KAISER GYPSUM's
8 asbestos-containing products never contained a caution label is not correct.

9 8. Beginning in 1972, pursuant to OSHA regulations, KAISER GYPSUM
10 placed a caution label on all of its asbestos-containing products. The caution label, as
11 prescribed by OSHA, read, "CAUTION: Contains asbestos fiber; avoid creating dust;
12 breathing asbestos dust may cause serious bodily harm."

13 9. Initially, the above-worded caution was a separate label placed on the
14 packaging of asbestos-containing products. Eventually, as new product packaging was
15 ordered and replenished, the caution label was printed on the packaging itself. As non-
16 asbestos product formulations were developed and marketed, the asbestos caution label
17 was replaced with an indication that the product was of a non-asbestos formulation.

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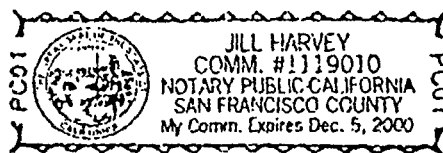
10. In the course of his employment, Mr. Crosby was informed by interoffice memoranda of any changes in packaging and labeling, specifically, in reference to asbestos caution labels.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Signed at San Francisco, California this 20th day of May, 1999.

Richard A. Madsen
RICHARD A. MADSEN

SUBSCRIBED AND SWORN to before me this 20th day of MAY, 1999,
by Richard A. Madsen.



Jill Harvey
Jill Harvey
(PRINT NOTARY'S NAME)
Notary Public in and for the State of
California, residing at *Richmond, CA*
My commission expires: *12/5/00*