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Interrogatories [Ex. C]

EXHIBIT C

IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS
STATE OF MISSOURI
TWENTY-SECOND JUDICIAL CIRCUIT



BERT DOBSON and GLORIA DOBSON,) Cause No: 1222-CC00841
)
Petitioner(s),)
)
v.)
)
A.W. CHESTERTON, INC., et al.,)
)
Defendant(s).)

**PACCAR INC'S ANSWER TO PLAINTIFFS' MANUFACTURER
INTERROGATORIES DIRECTED TO DEFENDANT**

Defendant PACCAR Inc (hereinafter "PACCAR"), by and through its attorneys, Segal
McCambridge Signer & Mahoney, Ltd., and for its Answers to Plaintiffs' Manufacturer
Interrogatories Directed to Defendant, states as follows:

PRELIMINARY STATEMENT

These responses are provided only for those products to which Plaintiff has alleged exposure. These responses are based on an ongoing review of PACCAR's documents and information obtained from ongoing discussions with various PACCAR personnel. Much of the information requested dates back many years and is difficult or impossible to reconstruct or retrieve. Therefore, PACCAR reserves the right to amend these responses if more information becomes available.

PACCAR prepared these responses with the assistance of counsel. No single employee, officer, or agent of PACCAR has first-hand knowledge regarding each and every response. The person signing these responses does so to satisfy whatever requirements may exist under the applicable rules regarding verification. That person is informed and believes that the information

known as of the date of his signature supports the responses below.

DEFINITIONS

Plaintiff's Definitions are not repeated herein for the sake of brevity. PACCAR objects to those Definitions as overly broad, vague, and confusing as drafted. PACCAR further objects to Plaintiff's Definitions in that they include meanings and characterizations inconsistent with PACCAR's interpretation of the defined terms and/or phrases.

GENERAL OBJECTIONS

PACCAR objects to Plaintiff's Interrogatories to the extent that they seek corporate "knowledge", as it is impossible for PACCAR to set forth the collective knowledge of all of its past or present employees. PACCAR reserves the right to revise, correct, supplement and/or amend its responses to provide information discovered subsequent to the answers contained herein. PACCAR asserts the following objections and incorporates each by reference into each and every response to Plaintiff's Interrogatories set forth herein:

(a) PACCAR asserts the right to object on the grounds of competency, privilege, relevancy, materiality, or any other proper ground, to the use of any said responses for any purpose, in whole or in part, in any subsequent step or proceeding in this litigation.

(b) PACCAR asserts the right to object on any other ground to other Interrogatories or other discovery procedures involving or relating to the subject matter of the Interrogatories answered herein.

(c) PACCAR asserts the right to revise, correct, supplement, or clarify any of the responses or objections set forth herein at any time, and PACCAR reserves the right to object to the use of these responses at trial or any other proceeding as deemed necessary and appropriate by PACCAR.

(d) PACCAR objects to the Plaintiff's Interrogatories to the extent that they involve matters outside of the geographical area at issue in this litigation, and limits its responses to said area.

(e) Furthermore, these Interrogatories ask PACCAR to disclose information—most of which may no longer exist or may not be readily available—which is unrelated to the products which Plaintiff alleges exposure to in this litigation, and information which is also unrelated to the locations at which any PACCAR product was allegedly used, the conditions under which the products were allegedly used, the time period during which any PACCAR product was allegedly in use at any alleged work sites, or the time periods during which exposure to a PACCAR product allegedly occurred. Thus, these Interrogatories seek information which is neither material nor relevant to the issues in this litigation, are overly broad in time, scope and location, and are otherwise not reasonably calculated to lead to the discovery of admissible evidence.

(f) These Interrogatories are oppressive and burdensome, and would require PACCAR to undertake a massive and extraordinary document search, the results of which would have little to no demonstrable bearing on this litigation in light of the alleged exposure. Moreover, many of these Interrogatories are not susceptible to a response because they request information which dates back many years and is now virtually impossible for PACCAR to reconstruct or retrieve in its entirety.

(g) PACCAR objects to these Interrogatories because they were propounded to harass and coerce a settlement despite the lack, or complete absence, of verifiable product identification, and the lack of evidence of injury as a result of alleged exposure to, or use of, any product which PACCAR may or may not have manufactured.

(h) PACCAR objects to these Interrogatories because they are propounded for an

additional improper purpose, namely as a "fishing expedition" for the purposes of obtaining information that may be taken out of context by Plaintiff's counsel to create allegations against PACCAR where none may legitimately exist.

(i) PACCAR objects to these Interrogatories as overly broad in that they seek information from entities other than itself or its predecessors. PACCAR, over the course of its long history, has owned several businesses which are not involved in the instant litigation. Therefore, all references in these Interrogatories to "YOU", "YOUR COMPANY", and "THIS DEFENDANT" are assumed to refer only to PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company.

(j) PACCAR objects to each and every Interrogatory that seeks production of any information constituting a trade secret, confidential financial data or other confidential research, development, or commercial information.

(k) PACCAR objects on the basis that these Interrogatories are argumentative because they assume that a health hazard is created by the PACCAR products that may have incorporated asbestos-containing component parts, which PACCAR denies.

(l) PACCAR objects to these Interrogatories on the basis that they are vague and ambiguous. The Interrogatories relating to certain diseases fail to provide facts relating to the amount of exposure, duration of exposure, fiber type in exposure, and latency period.

(m) PACCAR objects to these Interrogatories in that they tend to group together all of the defendants in this litigation, and are therefore overly broad, unduly burdensome, harassing and not calculated to lead to the discovery of relevant and material evidence.

(n) PACCAR objects to each and every Interrogatory that calls for either pure speculation or legal conclusions on the part of PACCAR for its answers.

(o) PACCAR objects to these Interrogatories to the extent that they call for a medical conclusion beyond the scope of PACCAR's knowledge and/or capability.

(p) PACCAR objects to each and every Interrogatory that purports to impose any obligations on it that are not set forth in the Missouri Rules of Civil Procedure.

(q) PACCAR objects to these Interrogatories to the extent that they seek information protected by the attorney client privilege or attorney work product doctrine.

(r) PACCAR objects to these Interrogatories to the extent that they seek disclosure of information generated by persons other than PACCAR that has come into the possession of PACCAR's counsel during the course of discovery and trial preparation in asbestos-related litigation.

(s) PACCAR objects to these Interrogatories to the extent that they seek information for any period subsequent to Bert Dobson's alleged exposure.

(t) PACCAR objects to these Interrogatories to the extent that they seek information that is not under PACCAR's custody or control or which is within the public domain or otherwise equally available to Plaintiff as it is to PACCAR.

Without waiving any of the foregoing objections, PACCAR states as follows:

PACCAR'S ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1:

Describe the manner in which the information used to answer these interrogatories was collected by identifying any and all such sources of information relied upon, including records or documents reviewed, records or documents determined to have been destroyed, document retention policies, persons providing information and/or overseeing the process, and the person verifying the answers.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. PACCAR further objects to the extent that this Interrogatory seeks information protected by the attorney-client privilege, the attorney work product doctrine, and the consulting expert privilege.

Subject to and without waiving objection: Rod Curbo, Product Safety and Compliance Manager for Peterbilt Motors Company, has verified these answers and has supplied responsive information. Mr. Curbo's knowledge is based on his experience with the company and his conversations over the years with various Peterbilt and Kenworth personnel. PACCAR has made a reasonable inquiry of the available sources of information in its responses to these interrogatories.

INTERROGATORY NO. 2:

Does Defendant claim that it has been sued under an incorrect name, or otherwise been misnamed or misidentified in this case? If so, explain the basis for your affirmative answer, including, but not limited to, specifically identifying any and all entities which you contend are the proper parties.

ANSWER:

Defendant's correct corporate name is "PACCAR Inc" (no punctuation).

INTERROGATORY NO. 3:

Identify by full and complete trade name, any and all asbestos-containing products as defined above, which this Defendant and/or any predecessor/related entity has, at any time, manufactured, sold, distributed, specified, applied and/or installed in whole or part.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections: PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. These vehicles included, among other components, axles, transmissions, and engines that were manufactured by various component suppliers. PACCAR is informed and believes that some of these pre-assembled component parts may have, at various points in time, incorporated brakes, clutches, and gaskets that contained some form of encapsulated chrysotile.

These products were at all times manufactured by, and obtained from, various component part suppliers that are unrelated to PACCAR. PACCAR did not specify the use of asbestos in these component parts. Moreover, PACCAR did not know the formulation or chemical composition of these component parts, as such information was the proprietary trade secret of the products' manufacturers. If those products contained asbestos at some point in time, it was because the component manufacturers independently determined that asbestos was a necessary part of the formulation to achieve federally-mandated performance specifications.

INTERROGATORY NO. 4:

With respect to each asbestos-containing product in response to Interrogatory No. 3

- a. State the years during which Defendant and/or any predecessor/related entity designed, manufactured, processed, specified, sold, distributed, applied, installed, patented or re-labeled each such product;
- b. Identify each and every source from which Defendant and/or any predecessor/related entity obtained raw asbestos and/or asbestos-containing material or components used by the same, to manufacture, assemble and/or process any product; and
- c. Provide a full and complete description of the packaging in which each such product was sold, including, but not limited to, type of package, size, color and writings thereon.

ANSWER:

Please see PACCAR's Answer to Interrogatory No. 3.

INTERROGATORY NO. 5:

Has this-Defendant and/or any predecessor/related entity ever purchased and resold raw asbestos? If so, specifically describe each such transaction.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague and confusing as drafted. It also inappropriately calls for a legal conclusion regarding the succession of corporate liabilities.

Subject to and without waiving objection: PACCAR's unincorporated Kenworth Truck Company and Peterbilt Motors Company divisions did not purchase or re-sell raw asbestos.

INTERROGATORY NO. 6:

With respect to each product listed in response to Interrogatories No. 3:

- a. Identify each and every person who participated in the design and/or preparation of manufacturing or assembly specifications for each such product;
- b. State the type and percentage of asbestos contained in the product, including changes over time; and
- c. Identify the source(s) of asbestos and/or asbestos-containing components *in each such product* by year *and by specific product* (i.e. if Defendant made automobiles with asbestos-containing components, identify the source of each and every such component by make, model and year).

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence. Further answering subject to objection: please see PACCAR's Answer to Interrogatory No. 3.

Further answering without waiving objection: PACCAR's Kenworth and Peterbilt truck divisions assembled thousands of trucks over the years, and those vehicles were designed through an evolutionary process that has spanned many decades. There would be many individuals who had a role in the design and manufacture of these trucks throughout the years, and PACCAR does not organize personnel files in terms of who may have worked on the design of any given truck.

INTERROGATORY NO. 7:

Identify any and all facilities at which Defendant and/or any predecessor/related entity, at anytime, manufactured or processed asbestos-containing products, raw asbestos and/or any other product(s) listed in response to Interrogatories No. 3.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Further answering without waiving objection: Kenworth and Peterbilt heavy duty trucks were assembled in various locations. With respect to the United States, Kenworth had a plant in Seattle, Washington from 1945 (the time PACCAR purchased Kenworth) until that facility closed in 2001. In 1964, Kenworth opened a plant in Kansas City, Missouri; this plant closed in 1986. Today, Kenworth has facilities in Chillicothe, Ohio (opened in 1974) and Renton, Washington (opened in 1993). Peterbilt had a plant in Newark, CA from 1960 until that facility closed in 1986. Peterbilt also had a plant in Madison, TN from 1969 until that facility closed in 2008. Peterbilt currently has a facility in Denton, TX (opened in 1980).

INTERROGATORY NO. 8:

With respect to each product identified in response to Interrogatories No. 3:

- a. Identify any and all purchasers of said product which acted, at any time, as distributors of the same and state whether or not any such distributors were, at any time, an exclusive distributor in terms of product, material or territory;

- b. Identify the largest purchaser of said product for each year that the product was manufactured, sold, distributed and or otherwise dispersed by Defendant and/or any predecessor/related entity;
- c. Identify the ten (10) largest purchasers of said product for the entire time that the product was manufactured, sold, distributed and or otherwise dispersed by Defendant and/or any predecessor/related entity; and
- d. Identify any all purchasers for which Defendant and/or any predecessor/related entity was the exclusive provider of the product type in question for any period of time.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Additionally, PACCAR objects on the basis that its Kenworth and Peterbilt divisions have manufactured thousands of trucks during the specified period, that those trucks were custom-built at the direction, request or specification of the end-user, that information regarding those trucks is maintained by Vehicle Identification Number, and that the location and identification of information responsive to this interrogatory is burdensome and oppressive.

INTERROGATORY NO. 9:

Identify any and all tests, studies, surveys and/or research of any type concerning, asbestos, the health hazards of asbestos, the amount of asbestos released by any product or operation (including, but not limited to, dust counts and/or industrial hygiene surveys), which Defendant and/or any predecessor/related entity and/or any entity acting on behalf thereof

(including, but not limited to, an insurer) ever conducted, sponsored, received the results of, financed and/or participated in any manner (including as a subject).

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects on the basis that this interrogatory appears to be intended for the manufacturers of asbestos-containing brakes, clutches, and gaskets. PACCAR's unincorporated Kenworth and Peterbilt divisions did not manufacture brakes, clutches, and gaskets; rather, they assembled heavy duty trucks.

INTERROGATORY NO. 10:

Identify any and all persons employed by Defendant and/or any predecessor/related entity at any time from 1940 to date in a management or upper-level supervisory (including upper-level assistants and associates) position having responsibility in each of the areas listed below:

- a. Occupational health, and/or industrial hygiene;
- b. Compliance with federal, state and/or local health, safety and/or environmental regulations (including, but limited to OSHA);
- c. Medical director; and
- d. The manufacture, sale, distribution, possession, application, installation or use of asbestos-containing materials/products.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible

evidence.

Further answering without waiving objection: PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. As such, PACCAR did not employ anybody for the purpose of "manufacture, sale, distribution, possession, application, installation or use of asbestos-containing materials/products."

PACCAR has at various points in time employed a medical director and/or an industrial hygienist in order to assure compliance with OSHA and other applicable regulations relating to employee health and safety. PACCAR is not able to reconstruct with any particularity the details of any specific individual's employment. However, PACCAR is informed and believes it may have employed David Bissonnette as an industrial hygienist from 1974 to 2000 and Robert Shumacher as an industrial hygienist from 1984 to 1986. Steve Miller is PACCAR's current industrial hygienist. As for medical director, PACCAR is informed and believes that it employed Dr. J.F. Johanson as a medical director in the 1970s, Dr. J.M. Hughes as a medical director in 1984, and Dr. Francis VonFeldt as a medical director from 1985 to 2000.

INTERROGATORY NO. 11:

Identify any and all persons or entities, other than the employees listed above, including, but not limited to insurance carriers and/or related companies, which provided services, information, consulting and/or advice to Defendant and/or any predecessor/related entity, at any time from 1940 to date, relating to occupational health, safety and/or industrial hygiene.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not

relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 12:

Identify any and all scientific or medical periodicals to which Defendant and/or any predecessor/related entity, or any medical department or industrial hygiene division thereof, subscribed from 1940 to the present, and for each periodical state the dates of such subscriptions.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 13:

Did Defendant and/or any predecessor/related entity, or any workers' compensation insurance carrier thereof, ever have any claims for lung diseases or death from lung disease, whether directly or indirectly attributed to asbestosis, mesothelioma, lung cancer, or exposure to asbestos-containing products? If so, identify the first ten (10) alleged asbestos claims of any kind, the first ten (10) claims involving alleged asbestos-related malignancy, and all alleged mesothelioma claims.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague and confusing as drafted. It also inappropriately calls for a legal conclusion regarding the succession

of corporate liabilities.

Subject to and without waiving objection: PACCAR is aware of 3 workers' compensation claims made against it alleging lung disease: Albert Luperine vs. Peterbilt Motors/PACCAR Inc Peterbilt Newark Plant, California. WCAB No.: SF0 0370-237 Claim No.: 100 940 001. The Judge in the case issued an Order of Dismissal and found that the record did not sufficiently establish that Mr. Luperine was exposed to asbestos. We believe this claim was filed in the early 1990s.

Florence Igne (Alfred M. Igne, deceased) vs. PACCAR Inc., Peterbilt Newark Plant, California. WCAB No.: SF0 0416949, Claim No.: 6018003391. Parties to the claim settled; PACCAR's payment was \$500. We believe this claim was filed in the late 1990s.

Jerald Ogan v. Kenworth Truck Co., Chillicothe, Ohio factory. Claim filed June 5, 2002; Industrial Commission of Ohio; Claim #00-821905; mesothelioma. The Judge denied the claim based on insufficient evidence of exposure to asbestos at Kenworth and lack of medical evidence relating the death to any exposure. This determination was upheld on appeal. No payment made.

INTERROGATORY NO. 14:

Has Defendant and/or any predecessor/related entity been named as a party in any prior suit(s) alleging lung diseases or death from lung disease, whether directly or indirectly attributed to asbestosis, mesothelioma, lung cancer, or exposure to asbestos-containing products? If so, identify the first ten (10) alleged asbestos claims of any kind, the first ten (10) claims involving alleged asbestos-related malignancy, and the first ten (10) alleged mesothelioma claims.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence. It also inappropriately calls for a legal conclusion regarding the succession of corporate liabilities.

INTERROGATORY NO. 15:

Identify any and all trade organizations, associations, or other entities, including but not limited to American Textile Institute (ATI), Asbestos Information Association (AIA), Industrial Health Foundation or Industrial Hygiene Foundation (IHF), National Insulation Manufacturers Assn. (NIMA), National Insulation Contractors Assn. (NICA), National Safety Council (NSC), American Ceramics Society (ACS), National Building Materials Distributors Assn. (NIA), Sprayed Mineral Fiber Manufacturers Assn. (SMFMA), Thermal Insulation Manufacturers Assn.(TIMA), Quebec Asbestos Mining Assn. (QAMA), to which Defendant and/or any predecessor/related entity belonged or in which any or all of the same *participated* or were in any way *affiliated* with, since 1930, and state the applicable dates of such membership or participation.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and assumes facts. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant

to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Further answering without waiving objection: PACCAR has been a member of the Truck Manufacturers' Association ("TMA") and the Engine Manufacturers' Association ("EMA"). Memberships to both the TMA and EMA would have commenced sometime in the early-to-middle 1990s.

INTERROGATORY NO. 16:

Identify each and every occasion on which Defendant and/or any predecessor/related entity, at any time, had a representative present at any meetings, seminars, conferences, symposiums and/or like gatherings (including, but not limited to one sponsored by any organization listed in response to Interrogatory No. 15), at which the subject of asbestos was discussed or presented and/or at which information referring to, relating to, and/or reflecting the same was available, including, but not limited to asbestos health hazards, related diseases, scientific literature, recommended practices and controls, medical monitoring, marketing, advertising, warnings and/or litigation.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and assumes facts. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 17:

Identify any and all documents referring to, relating to, and/or reflecting the response to, or compliance with, of Defendant and/or any predecessor/related entity with the Asbestos Information Act of 1988, Pub. L. 100-577, 15 U.S.C. Section 2607, regardless of whether or not said document was provided to the government. This specifically includes, but is not limited to, memoranda, reports, notes, letters, correspondence and any and all drafts thereof referring to, relating to, and/or reflecting information that was and was not provided.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence. PACCAR further objects to the extent this Interrogatory seeks information that is protected by the attorney-client privilege, the attorney work product doctrine, and/or the consulting expert privilege.

INTERROGATORY NO. 18:

Identify (by date, source, subject matter and recipient) each and every occasion on which Defendant and/or any predecessor/related entity received information from any source involving asbestos, including, but not limited to, its health hazards, related diseases, scientific literature, recommended practices and controls, medical monitoring, marketing, advertising, warnings and/or litigation.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR further objects based on the fact that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

INTERROGATORY NO. 19:

Identify each and every policy, procedure, step and/or program undertaken, implemented, discussed and/or contemplated by Defendant and/or any predecessor/related entity involving and/or intended to involve protecting any person or persons (including, but not limited to, employees, product end-users and/or by-standers) in any way from exposure to asbestos, including, but not limited to, abatement, substitution, warnings, instructions, engineering controls, product modification and/or protective equipment.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible

evidence.

PACCAR further objects based on the fact that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

INTERROGATORY NO. 20:

Identify each and every occasion on which defendant and/or any predecessor/related entity was ever cited, warned, fined, sanctioned or otherwise officially written up for, any violation of a federal, state or local statute, law, rule, ordinance, code, administrative order, executive order, or the like, by any federal, state or local governmental entity, which violation concerned asbestos in any way.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation; and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR further objects based on the fact that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

Subject to and without waiving objection: PACCAR is not currently aware of any such instances concerning asbestos.

INTERROGATORY NO. 21:

Did Defendant and/or any predecessor/related entity, at any time, provide to *anyone* (including, but not limited to, employees, customers and/or end users) any warning, caution, notification, guidelines, practices, advice, recommendation and/or like information/communication *in any form or by any means* (including, but not limited to written, oral or other media; either separately, in sales literature, affixed to a product and/or on or as part of the packaging) concerning the hazards of asbestos, the association between asbestos and asbestos-related diseases (specifically, cancer and/or mesothelioma), TLVs, recommended practices for working with and/or around asbestos/asbestos-containing materials/products, and/or any risk/precaution relating to asbestos? If so;

- a. Describe the content of each such information/communication (including differences and changes thereto);
- b. Describe each and every method by which it was communicated;
- c. State the date(s) on which and/or during which said information/communication was composed and identify any and all persons who participated in composing it;
- d. State the date(s) during which said information/communication was disseminated/used and identify the persons and/or groups to whom it was disseminated/directed;
- e. Describe the reasons for the information/communication;
- f. Identify any and all meetings/discussions relating to the subject, including, but not limited to, prior discussions concerning whether or not to issue such information/communication; and
- g. Identify any and all documents referring to, relating to, and/or reflecting said information/communication and/or any discussion and/or dissemination thereof.

ANSWER:

PACCAR objects to the relevancy of this interrogatory because Mr. Dobson was never employed by a Kenworth or Peterbilt dealer, was not a purchaser or customer of Kenworth or Peterbilt trucks, and has not testified that he ever had or saw a Kenworth or Peterbilt manual or literature.

Further answering without waiving objection: PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. These vehicles included, among other components, axles, transmissions, and engines that were manufactured by various component suppliers. PACCAR is informed and believes that some of these pre-assembled component parts may have, at various points in time, incorporated brakes, clutches, and gaskets that contained some form of encapsulated chrysotile.

These products were at all times manufactured by, and obtained from, various component part suppliers that are unrelated to PACCAR. PACCAR did not specify the use of asbestos in these component parts. Moreover, PACCAR did not know the formulation or chemical composition of these component parts, as such information was the proprietary trade secret of the products' manufacturers. If those products contained asbestos at some point in time, it was because the component manufacturers independently determined that asbestos was a necessary part of the formulation to achieve federally-mandated performance specifications.

Further answering without waiving objection: Kenworth and Peterbilt provided service literature authored by their component suppliers to dealers and customers. Specifically, Kenworth and Peterbilt provided their dealers with master shop manuals that were comprised of a series of three-ring binders which included component supplier service manuals. Kenworth

and Peterbilt also made these master shop manuals available to end-users for purchase. Additionally, Kenworth and Peterbilt provided individual component supplier manuals inside the glove compartments or sleeper compartments of their trucks. These manuals would correspond to the particular components specified by the end-user for a given truck. Upon information and belief, some of these component service manuals would have contained asbestos warnings starting in the 1970s. PACCAR has located a 1978 Rockwell brake maintenance manual containing such a warning.

INTERROGATORY NO. 22:

State the date on which any official of Defendant or its predecessor(s) first had knowledge, notice, information or understanding that exposure to asbestos would, could or might cause each of the following diseases:

- a. Pleural disease;
- b. Asbestosis;
- c. Mesothelioma;
- d. Lung cancer;
- e. Any other forms of cancer.

ANSWER:

PACCAR objects: this Interrogatory is overly broad, not limited in scope, vague, and confusing as drafted. It also inappropriately calls for an expert medical opinion. PACCAR further objects on the basis that, as a corporation, it is impossible to pinpoint a date when a corporate entity first had "knowledge, notice, information or understanding" about something. PACCAR further objects to the extent that this Interrogatory seeks an expert medical opinion.

INTERROGATORY NO. 23:

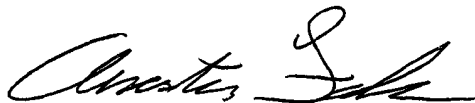
With respect to each disease set forth in Interrogatory No. 22:

- a. Identify the manner in which Defendant first obtained said knowledge, notice, information or understanding;
- b. Identify any and all documents referring to, relating to or reflecting the receipt of such knowledge, notice, information or understanding; and
- c. Describe what, if any, Defendant and/or any predecessor / related entity took in response to such knowledge, notice, information or understanding.

ANSWER:

Please see PACCAR's Answer to Interrogatory No. 22.

Respectfully submitted,

By: 
Attorney for Defendant,
PACCAR Inc

Anastasios Foukas, Esq. - #56086
Segal McCambridge Singer & Mahoney, Ltd.
233 S. Wacker Drive, Suite 5500
Chicago, Illinois 60606
(312) 645-7800

VERIFICATION

Rod Curbo, being first duly sworn, deposes and states as follows:

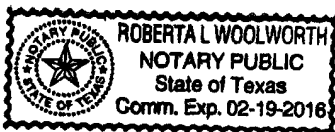
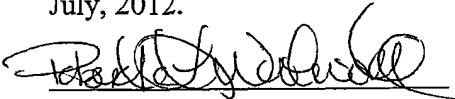
That he is the Product Safety & Compliance Manager for Peterbilt Motors Company, a division of PACCAR Inc, which is a defendant in the above entitled action; that he has read the foregoing Answers to Plaintiff's Interrogatories and knows the contents thereof; that said Answers were prepared with the assistance and advice of counsel and the assistance of employees and representatives of PACCAR Inc upon which he relied; that the Answers, subject to inadvertent or undiscovered errors, are based on and therefore necessarily limited by the records and information still in existence, presented or recollected and thus far discovered in the course of the preparation of the Answers; that consequently defendant reserves the right to make any changes in the Answers if it appears at any time that omissions or errors have been made therein or that more accurate information is available; that subject to the limitations set forth herein, said Answers are true to the best of his knowledge, information and belief.



SWORN TO AND SUBSCRIBED

BEFORE ME THIS 24th DAY OF

July, 2012.



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BY

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known as of the date of his signature supports the responses below.

DEFINITIONS

Plaintiff's Definitions are not repeated herein for the sake of brevity. PACCAR objects to those Definitions as overly broad, vague, and confusing as drafted. PACCAR further objects to Plaintiff's Definitions in that they include meanings and characterizations inconsistent with PACCAR's interpretation of the defined terms and/or phrases.

GENERAL OBJECTIONS

PACCAR objects to Plaintiff's Requests for Production to the extent that they seek corporate "knowledge", as it is impossible for PACCAR to set forth the collective knowledge of all of its past or present employees. PACCAR reserves the right to revise, correct, supplement and/or amend its responses to provide information discovered subsequent to the answers contained herein. PACCAR asserts the following objections and incorporates each by reference into each and every response to Plaintiff's Requests set forth herein:

(a) PACCAR asserts the right to object on the grounds of competency, privilege, relevancy, materiality, or any other proper ground, to the use of any said responses for any purpose, in whole or in part, in any subsequent step or proceeding in this litigation.

(b) PACCAR asserts the right to object on any other ground to other Requests for Production or other discovery procedures involving or relating to the subject matter of the Requests answered herein.

(c) PACCAR asserts the right to revise, correct, supplement, or clarify any of the responses or objections set forth herein at any time, and PACCAR reserves the right to object to the use of these responses at trial or any other proceeding as deemed necessary and appropriate by PACCAR.

(d) PACCAR objects to the Plaintiff's Requests to the extent that they involve matters outside of the geographical area at issue in this litigation, and limits its responses to said area.

(e) Furthermore, these Requests for Production ask PACCAR to disclose information—most of which may no longer exist or may not be readily available—which is unrelated to the products which Plaintiff alleges exposure to in this litigation, and information which is also unrelated to the locations at which any PACCAR product was allegedly used, the conditions under which the products were allegedly used, the time period during which any PACCAR product was allegedly in use at any alleged work sites, or the time periods during which exposure to a PACCAR product allegedly occurred. Thus, these Requests seek information which is neither material nor relevant to the issues in this litigation, are overly broad in time, scope and location, and are otherwise not reasonably calculated to lead to the discovery of admissible evidence.

(f) These Requests are oppressive and burdensome, and would require PACCAR to undertake a massive and extraordinary document search, the results of which would have little to no demonstrable bearing on this litigation in light of the alleged exposure. Moreover, many of these Requests are not susceptible to a response because they request information which dates back many years and is now virtually impossible for PACCAR to reconstruct or retrieve in its entirety.

(g) PACCAR objects to these Requests for Production because they were propounded to harass and coerce a settlement despite the lack, or complete absence, of verifiable product identification, and the lack of evidence of injury as a result of alleged exposure to, or use of, any product which PACCAR may or may not have manufactured.

(h) PACCAR objects to these Requests because they are propounded for an

additional improper purpose, namely as a "fishing expedition" for the purposes of obtaining information that may be taken out of context by Plaintiff's counsel to create allegations against PACCAR where none may legitimately exist.

(i) PACCAR objects to these Interrogatories as overly broad in that they seek information from entities other than itself or its predecessors. PACCAR, over the course of its long history, has owned several businesses which are not involved in the instant litigation. Therefore, all references in these Interrogatories to "YOU", "YOUR COMPANY", and "THIS DEFENDANT" are assumed to refer only to PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company.

(j) PACCAR objects to each and every Response that seeks production of any information constituting a trade secret, confidential financial data or other confidential research, development, or commercial information.

(k) PACCAR objects on the basis that these Requests are argumentative because they assume that a health hazard is created by the PACCAR products that may have incorporated asbestos-containing component parts, which PACCAR denies.

(l) PACCAR objects to these Requests on the basis that they are vague and ambiguous. The Requests relating to certain diseases fail to provide facts relating to the amount of exposure, duration of exposure, fiber type in exposure, and latency period.

(m) PACCAR objects to these Requests in that they tend to group together all of the defendants in this litigation, and are therefore overly broad, unduly burdensome, harassing and not calculated to lead to the discovery of relevant and material evidence.

(n) PACCAR objects to each and every Request that calls for either pure speculation or legal conclusions on the part of PACCAR for its answers.

(o) PACCAR objects to these Requests to the extent that they call for a medical conclusion beyond the scope of PACCAR's knowledge and/or capability.

(p) PACCAR objects to each and every Request that purports to impose any obligations on it that are not set forth in the Missouri Rules of Civil Procedure.

(q) PACCAR objects to these Requests to the extent that they seek information protected by the attorney client privilege or attorney work product doctrine.

(r) PACCAR objects to these Requests to the extent that they seek disclosure of information generated by persons other than PACCAR that has come into the possession of PACCAR's counsel during the course of discovery and trial preparation in asbestos-related litigation.

(s) PACCAR objects to these Requests to the extent that they seek information for any period subsequent to Bert Dobson's alleged exposure.

(t) PACCAR objects to these Requests to the extent that they seek information that is not under PACCAR's custody or control or which is within the public domain or otherwise equally available to Plaintiff as it is to PACCAR.

Without waiving any of the foregoing objections, PACCAR states as follows:

RESPONSES TO REQUESTS FOR PRODUCTION

1. Any and all documents as described in the following Interrogatories served herewith;

Interrogatory No. 1;

Interrogatory No. 17;

Interrogatory No. 21(g) ; and

Interrogatory No. 23 (b).

RESPONSE:

Please see PACCAR's Answers to Interrogatory Nos. 1, 17, 21, and 23.

2. Any and all corporate annual reports for each and every year from 1940 to date relating to Defendant, any predecessor and/or related entity.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

3. Any and all depositions and/or trial transcripts (excluding those in matters to which a client of Simmons Browder Gianaris Angelides & Barnerd LLC was a party at the time) in any case alleging exposure to asbestos and/or asbestos-containing products / materials, reflecting testimony by any current and/or former director, officer, employee and/or agent of defendant, any predecessor and/or related entity.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

4. Any and all writings, or documents of any nature whatsoever, including but not limited to, any purchase orders, invoices, contracts, shipping records, accounting records, order books, account books, contract books, inventory records, specification standards,

engineering standards or sales ledgers of the Defendant which refer, reflect, concern or relate to in any way the sale, purchase, receipt, distribution, transfer, shipment, specification, installation or removal of any asbestos-containing product at any location wherein the use of such asbestos-containing product has been alleged in this litigation.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Additionally, PACCAR objects on the basis that its Kenworth and Peterbilt divisions have manufactured thousands of trucks during the relevant time period, that those trucks were custom-built at the direction, request or specification of the end-user, that information regarding those trucks is maintained by Vehicle Identification Number, and that the location and identification of information responsive to this Request is burdensome and oppressive.

5. Any and all writings or documents of any nature whatsoever referring, reflecting, concerning or relating to asbestos and/or the potential health effects of asbestos authored by any officer, director, employee, agent, or consultant of this Defendant.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to

the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving objection: after a reasonable and diligent search, PACCAR has not located any responsive documents.

6. Any and all writings or documents of any nature whatsoever in the possession, control or custody of this Defendant referring, reflecting, concerning or relating to asbestos and/or the potential health effects of asbestos regardless of whether the author or authors were employees, agents, officers, directors or consultants of the Defendant.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

7. Any and all writings or documents of any nature whatsoever, including but not limited to, any dust studies, industrial hygiene survey and/or test results which refer, reflect, concern, or relate to any dust or particulate matter suspended in any breathable atmosphere at any of the Defendant's plants or work sites, or any location where Defendant's asbestos-containing products were being used, installed or removed.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects on the basis that this Request appears to be intended for the manufacturers of asbestos-containing brakes, clutches, and gaskets. Employees of PACCAR's unincorporated Kenworth and Peterbilt divisions did not handle raw asbestos or manufacture brakes, clutches, and gaskets; rather, they assembled heavy duty trucks.

8. Any and all writings or documents of any nature whatsoever referring, reflecting, concerning or relating to in any way the effects of the absorption or inhalation of asbestos dust and/or airborne asbestos particles on humans and/or animals in the possession of this Defendant, or which this Defendant ever received, conducted, participated in or funded in whole or part.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects on the basis that this Request appears to be intended for the manufacturers of asbestos-containing brakes, clutches, and gaskets. Employees of PACCAR's unincorporated Kenworth and Peterbilt divisions did not handle raw asbestos or manufacture brakes, clutches, and gaskets; rather, they assembled heavy duty trucks.

9. Any and all writings or documents of any nature whatsoever reflecting any claim or claims made against this Defendant, wherein it was alleged that any individual sustained an injury, impairment, disease or death caused by exposure to asbestos, including, but not limited to, all lawsuits or worker compensation claims filed against this Defendant. While Plaintiffs reserve their right to request any of the above

noted documents in the future, it is presently sufficient that the documents requested be produced for the first ten worker compensation claims filed and the first ten lawsuits filed.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

10. Any and all writings or documents of any nature whatsoever referring, reflecting, concerning or relating to any way the employment since 1930 of any industrial hygienist, toxicologist or other persons in similar positions by this Defendant. Specifically included within the scope of this request are any and all writings or documents of any nature whatsoever for any individuals or entities employed in the positions identified above whether it is in a traditional employee-employer relationship or that of an independent contractor.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

11. Any and all writings or documents of any nature whatsoever referring, reflecting, concerning or relating to in any way whatsoever to any instructions, advice,

suggestions, warnings, guidance, notification, training or education on any health effects on humans or animals of the absorption or inhalation of asbestos fibers, or other dusts in the possession, control or custody of the Defendant, regardless of whether the writings or documents were authored by employees and/or consultants of the Defendant, provided to it by any of the companies from which it purchased or obtained asbestos or asbestos-containing products, or from any or other source whatsoever including but not limited to trade associations, manufacturing associations, or other professional entities or organizations.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects on the basis that this Request appears to be intended for the manufacturers of asbestos-containing brakes, clutches, and gaskets. PACCAR's unincorporated Kenworth and Peterbilt divisions did not handle raw asbestos or manufacture brakes, clutches, and gaskets; rather, they assembled heavy duty trucks.

12. Any and all writings or documents of any nature whatsoever which refer, reflect, concern, or relate to in any way to any seminars, symposiums, any meetings of any trade organizations, associations, or other professional entities attended by any officers, directors, employees, agents or consultants of the Defendant, wherein asbestos, asbestos-containing products, or the health effects of the absorption and/or inhalation of asbestos fibers or other dusts on humans and/or animals was discussed, referred to, related to or concerned in any way.

Specifically included within the scope of this request are any minutes of any such meetings, committees or sub-committees of any trade organizations, associations or other professional entities or organizations.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving objection: after a reasonable and diligent search, PACCAR has not located any responsive documents.

13. Any and all writings or documents of any nature whatsoever referring, reflecting, concerning or relating to in any way whatsoever any health surveillance program conducted by or on behalf of this Defendant on its employees.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects on the basis that this Request appears to be intended for the manufacturers of asbestos-containing brakes, clutches, and gaskets. PACCAR's unincorporated Kenworth and Peterbilt divisions did not handle raw asbestos or manufacture brakes, clutches, and gaskets; rather, they assembled heavy duty trucks.

Further answering without waiving objection: Because PACCAR employees assembled trucks and were not handling raw asbestos or manufacturing asbestos-containing component parts, no such "health surveillance" program relating to asbestos was established for its

employees during the relevant time period. However, PACCAR did provide medical coverage to qualified employees, under which any individual could seek a medical determination of the presence or absence of asbestos-related disease.

14. Any and all policies of insurance which may provide coverage for this Defendant against the claims asserted in Plaintiffs' complaint.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. PACCAR further objects: this Request inappropriately calls for a legal conclusion.

15. Any and all writings or documents of any nature whatsoever referring, reflecting, concerning or relating to in any way the use by this Defendant of any other company's name, trademark or logo on any asbestos-containing product sold or distributed by this Defendant.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections: PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. These vehicles included, among other components, axles, transmissions, and engines that were manufactured by various component suppliers. PACCAR is informed and believes that some of these pre-

assembled component parts may have, at various points in time, incorporated brakes, clutches, and gaskets that contained some form of encapsulated chrysotile.

These products were at all times manufactured by, and obtained from, various component part suppliers that are unrelated to PACCAR. PACCAR did not specify the use of asbestos in these component parts. Moreover, PACCAR did not know the formulation or chemical composition of these component parts, as such information was the proprietary trade secret of the products' manufacturers. If those products contained asbestos at some point in time, it was because the component manufacturers independently determined that asbestos was a necessary part of the formulation to achieve federally-mandated performance specifications.

Further answering without waiving objection: Kenworth and Peterbilt's heavy duty trucks are custom-built. These are extremely complicated machines that vary in form and function based on customer specification and commercial or vocational purpose. The possible variations of these custom-built trucks number in the tens of thousands (at least). Accordingly, without more specification, PACCAR cannot provide a response.

16. Any writings or documents of any nature whatsoever, including but not limited to, any minutes, notes, memorandum, or electronic or stenographic recording of any formal or informal meetings of any of the officers and/or board of directors of this Defendant, mentioning, referring, reflecting, concerning or relating to asbestos or asbestos-containing products, and/or the health effects of the inhalation of asbestos dust and/or asbestos fibers, on humans and/or animals.

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, and confusing as drafted. Additionally, PACCAR objects on the basis that this Request appears to be intended for the manufacturers of asbestos-containing brakes, clutches, and gaskets. Employees

of PACCAR's unincorporated Kenworth and Peterbilt divisions did not handle raw asbestos or manufacture brakes, clutches, and gaskets; rather, they assembled heavy duty trucks.

17. Any and all documents that Defendant intends to use as an exhibit at trial. (*it is an acceptable response to make any and all documents set forth on defendant's exhibit list(s) available for inspection and copying.*)

RESPONSE:

PACCAR objects: this Request is overly broad, not limited in scope, vague, confusing as drafted, and assumes facts. Additionally, PACCAR objects to the extent that this Request is not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR further objects based on the fact that it hasn't selected which exhibits, if any, it intends to use at trial. PACCAR will disclose any trial exhibits in compliance with the Missouri Rules of Civil Procedure and the applicable case management order.

Respectfully submitted,

By: 
Attorney for Defendant,
PACCAR Inc

Anastasios Foukas, Esq. - #56086
Segal McCambridge Singer & Mahoney, Ltd.
233 S. Wacker Drive, Suite 5500
Chicago, Illinois 60606
(312) 645-7800

**IN THE CIRCUIT COURT STATE OF MISSOURI
 TWENTY-SECOND JUDICIAL CIRCUIT
 (City of St. Louis)**

BERT DOBSON and GLORIA DOBSON,	)	Cause No: 1222-CC00841
	)	
<i>Petitioner(s),</i>	)	
	)	
v.	)	
	)	
A.W. CHESTERTON, INC., et al.,	)	
	)	
<i>Defendant(s).</i>	)	

RECEIVED
 SEP 10 2012
 BY: _____

Certificate Of Service

The undersigned hereby certifies that a true and correct copy of Defendant PACCAR Inc.'s Answer to Plaintiffs' Manufacturer Interrogatories Directed to Defendant and PACCAR Inc.'s Answers to Plaintiffs' Request for Production of Documents to Defendants was mailed U.S. Mail, postage prepaid, to Nicholas Angelides, Simmons Browder Gianaris Angelides & Barnerd LLC, 707 Berkshire Blvd., East Alton, IL 62024, this **22nd** day of **August, 2012**. Copies are available to all defense counsel by contacting the undersigned.

Respectfully Submitted,

SEGAL McCAMBRIDGE SINGER & MAHONEY, LTD.

By: _____

One of the Attorneys for Defendant,
PACCAR INC.

Anastasios T. Foukas – #56086
 SEGAL McCAMBRIDGE SINGER & MAHONEY, LTD.
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