

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

SUPERIOR COURT
DEPARTMENT OF THE
TRIAL COURTPAUL N. BELISLE and
VIVIAN H. BELISLE,

Plaintiffs,

v.

A C AND S, INC., et al.,

Defendants.

CIVIL ACTION NO.
01-5277**DEFENDANT KAISER GYPSUM CO., INC.'S RESPONSE TO PLAINTIFF'S
REQUEST FOR PRODUCTION OF DOCUMENTS FOR INSPECTION AND COPYING**

Pursuant to Rule 34 of the Massachusetts Rules of Civil Procedure, Plaintiffs require Defendant Kaiser Gypsum Co., Inc. to produce the documents set out below for inspection and copying pursuant to the following instructions and in accordance with the following definitions.

Unless otherwise specifically requested herein, the documents described in this Request are to be produced for inspection and copying at Coady & Associates, 205 Portland Street, Boston, Massachusetts, 02114.

INSTRUCTIONS

1. You are required to serve a written response to this Request within 30 days after service. Your response must state, with respect to each item or category, that you will produce the documents requested and that inspection and copying will be permitted as requested unless you object to the Request, in which event you must state the reasons for your objection as set out in Instruction No. 5 below. If objection is made to part of an item or category, the part objected to must be specified and the remainder of the Request granted. The written response is due within 30 days after service of this Request. It is important that your written response be served promptly so that any objection or claim of privilege may be resolved in advance of production.
2. You are required to produce and permit inspection and copying of every requested document that is in your possession, custody, or control or that is in the possession, custody or control of your principals, agents, employees, attorneys, representatives, insurers, any persons or entities acting or purporting to act on your behalf, and any other persons or entities in active

concert and participating with you, whether past or present, and without regard to whether their relationship with you currently exists or has been terminated.

3. You are required to produce, pursuant to this Request, every requested document currently known to you and every requested document that can be located or discovered by reasonably diligent efforts.

4. You are required to produce, pursuant to this Request, the original of every requested document and any copies that have been altered in any way or that contain on their face additional markings, comments, or information. If the original of any document is not available, the most legible copy should be produced.

5. You are required, if you object to the production, inspection, or copying of any requested document on the ground of privilege, work product, trade secret, or on any other grounds, to state for each such document: (i) its customary name or description and its identifying number, if any; (ii) the date of the document; (iii) the name and address of each person who prepared the document; (iv) the name and address of each person or entity who received the document or any copy thereof; (v) a summary of its substance; (vi) the name and address of each person or entity who has possession, custody, or control of the document or any copy thereof; and (vii) the precise nature of the objection made and a complete description of all facts, if any, upon which the objection is made.

6. The documents to be produced pursuant to this Request must be produced either as they are kept in the usual course of business or they must be organized and labeled to correspond with the categories in this Request.

7. If you are unable to obtain any document required to be produced pursuant to this Request because the document is in the possession, custody, or control of any other person or entity, you are required to state for each such document: (i) its customary name or description and its identifying number, if any; (ii) the date of the document; (iii) the name and address of each person who prepared the document; (iv) the name and address of each person or entity who has possession of the document or any copy thereof; (v) a summary of its substance; (vi) a description of the efforts taken by you to obtain the document; and (vii) the reasons, if any, given by the person or entity in possession, custody, or control of the document for not providing it to you.

8. All attachments to any requested documents that are stapled, paper clipped, or otherwise affixed to documents must be produced and must be attached to the document to which they relate.

9. Pre-Trial Orders 4, 5, and 6 of the Massachusetts Asbestos Litigation allow for additional Requests to be propounded to defendants in the Asbestos Litigation. You are required to provide a written response to all Requests and are invited to contact Plaintiff's counsel or the Special Master if you intend to object to the number of Requests propounded.

10. Unless otherwise specified this request for production covers all of the documents that were produced or in existence at any time, including those of your corporate predecessors and successors, and any company(ies) you have or had an interest in. You are specifically directed to answer this request on behalf of all such entities, irrespective of whether you (in your present business form) ever mined, milled, processed, produced, manufactured, designed, re-labeled, advertised, marketed, distributed, handled, installed, sold or otherwise placed in the stream of commerce any asbestos-containing products, or have ever been involved in the asbestos business in any manner whatsoever.

11. YOU ARE REQUESTED PURSUANT TO RULE 26(e) TO SUPPLEMENT SEASONABLY ALL OF YOUR RESPONSES TO THIS REQUEST TO INCLUDE INFORMATION AND DOCUMENTS ACQUIRED AFTER SERVICE OF YOUR RESPONSE TO THIS REQUEST.

DEFINITIONS

The term "document" is used in this Request in its broadest sense and means any record of information, of any kind or description, however made, produced, or reproduced, whether by hand or by any electronic, photographic, mechanical or other process. Documents can take the form of any medium on which information can be stored including without limitation, computer memory, film, paper, phonograph records, tape recordings, videotapes, and video disks.

The term "document" includes all drafts, all originals, and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise.

The term "document" includes, without limitation, the following: accounts, advertising, affidavits, agreements, analyses, appointment books, appraisals, authorizations, bank statements, bills, blueprints, books, books of account, brochures, bulletins, calendars, catalogs, charts, checks, checkbooks, check stubs, circulars, communications, compilations, confirmations, contracts, correspondence, diaries, directives, drawings, drafts, evaluations, files, filings with any governmental agency, films, forms, graphs, hospital records, inspection reports, instructions, insurance policies, interviews, invoices, journals, letters, logs, maintenance records, manuals, maps, medical records, memoranda, minutes, newspapers, notes, notebooks, notecharts, office reports, opinions or reports of consultants, orders, paintings, pamphlets, periodicals, photographs and photographic negatives, plans, press releases, promotional literature, prospectuses, purchase orders, receipts and other records of payments, records, reports, reports of x-rays or laboratory tests, research data, schedules, scrapbooks, sketches, speeches, statements, studies, summaries or records of any transactions or occurrences including without limitation, conversations, interviews, meetings and conferences, summaries of any other documents including, without limitation, reports of investigations and reports of negotiations, studies, surveys, tables, or tabulations of data, tracings, telegrams, videotapes, vouchers, workpapers and worksheets.

The terms "this defendant", "you" and "your", unless another intention clearly appears, refer to each party to whom this Request is directed and any of their present or former principals, agents, directors, officers, executives, employees, attorneys, representatives, insurers, and all

persons acting or purporting to act on their behalf, and all persons acting or purporting to act in concert and participation with them, whether past or present, including, without limitation, your subsidiaries and/or predecessors in interest, without regard to whether or not the relationship currently exists/ever existed, or has been terminated. You are specifically directed to answer this Request on behalf of all such entities, irrespective of whether you (in your present business form) ever mined, milled, processed, produced, manufactured, designed, re-labeled, advertised, marketed, distributed, handled, installed, sold or otherwise placed in the stream of commerce any asbestos-containing products, or have ever been involved in the asbestos business in any manner whatsoever.

The terms "asbestos products" or "asbestos-containing products", or any similar variant shall be liberally construed, and shall include without limitation, asbestos-containing industrial and commercial paints, plasters, textures, finishes, coatings, solutions, sprays, compounds or applications, including tremolite, in whole or in mixture with other products or materials, whether or not classified as an asbestos product by you or by your predecessors and/or successors in interest, including but not limited to raw asbestos, raw materials, unfinished products or finished products. Under this definition, an "asbestos-containing product" or "asbestos product", or any similar variant may include any article in which asbestos fibers in any form have been added at any stage in the process of manufacture.

The terms marketed, mined, processed, refined, manufactured, supplied, sold, distributed, installed, imported, or labeled are used interchangeably herein, and are to be construed in the broadest possible sense, and are in no way meant to be limiting or exclusive of the manner in which raw asbestos fiber and asbestos-containing products or materials were used by your company. The reference to one or more of these terms is to be interpreted as including all possible descriptions of the manner in which asbestos played a part in your business.

"New England" shall encompass the following six (6) states: Massachusetts, Connecticut, New Hampshire, Maine, Vermont and Rhode Island.

A "contract unit(s)" shall mean a department, division, subdivision, branch, or group which has been or is now engaged in any type of service work, whether it be new construction or repair work, for any third party.

"Company" means any business entity, regardless of form, including corporations, partnerships, joint ventures, and sole proprietorships. See also the definition of "you" and "your" which also applies to "Company".

PRELIMINARY STATEMENT & GENERAL OBJECTIONS

Kaiser Gypsum Company, Inc. ("Kaiser Gypsum") was formed in 1952 and ceased all manufacturing operations in 1978. Thus, all Kaiser Gypsum product sales occurred between 1952 and 1978. Therefore, Kaiser Gypsum's responses to these discovery requests are based on its on-going review of documents presently available. In responding to these discovery requests, Kaiser Gypsum has been furnished with such information as is presently available and these responses are based upon facts known or believed to be true by Kaiser Gypsum at the time. The information sought by plaintiff in these discovery requests involves events that occurred many years prior and is, therefore, difficult or impossible to secure or reconstruct.

Kaiser Gypsum has not yet completed investigating the facts relating to these cases, has not completed discovery in these matters, and has not completed preparation for trial. All responses contained herein are based only upon such information and documents which are presently available to and specifically known to Kaiser Gypsum. It is anticipated that further discovery, independent investigation, legal research, and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to additions to, changes in, and variations from the responses herein set forth.

Plaintiff herein alleges injuries resulting from exposure to asbestos-containing products over extended periods of time. Therefore, Kaiser Gypsum's answers are limited by time and place. First, these answers are limited to the time periods in which Kaiser Gypsum produced products that contained chrysotile asbestos as a component ingredient and are in no way meant to encompass those portions of the employment history of the plaintiff during which time Kaiser Gypsum did not produce products that contained chrysotile asbestos as a component ingredient. Second, these answers are limited to those products that contained chrysotile asbestos as a component ingredient manufactured by Kaiser Gypsum that plaintiffs allege exposure to and are in no way meant to encompass all products manufactured by Kaiser Gypsum that contained chrysotile asbestos as a component ingredient.

Kaiser Gypsum objects to the entire set of discovery requests to the extent they seek to impose obligations greater than those required under Massachusetts law. This response is in accordance only with the express requirements of Massachusetts law. Kaiser Gypsum objects to this entire set of discovery requests on the grounds that it is not reasonably framed in terms of the facts and subject matter of the present action, with the result that Kaiser Gypsum is called upon to speculate as to what information is relevant to the present cases, if any, and may be deemed to fall within the scope of the written discovery as phrased. Kaiser Gypsum objects to all interrogatories and requests for production to the extent they would require the disclosure of privileged or protected information.

Kaiser Gypsum objects to the entire set of discovery to the extent it calls for information about Kaiser Gypsum employees or premises, or policies pertaining to Kaiser Gypsum employees or premises. Because plaintiff does not allege that he/she or the decedent was ever employed by Kaiser Gypsum or worked at any job site controlled by Kaiser Gypsum, such information is irrelevant and immaterial to these cases.

Kaiser Gypsum reserves the right to introduce at trial evidence which is presently unknown and/or is discovered subsequent to the date of these responses and reserves the right to amend or supplement these responses without motion at any time. All responses below are

subject to the general objections set out above, without waiving same, and are given without prejudice to Kaiser Gypsum's right to produce evidence of any subsequently discovered facts. These general objections are incorporated by reference into the Interrogatories of Plaintiff Propounded to Defendant Kaiser Gypsum Co., Inc.

DOCUMENTS REQUESTED TO BE PRODUCED:

The documents that you are requested to produce for copying and inspection are:

REQUEST NO. 1:

Organizational charts illustrating your system of corporate governance for the years of your existence.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents responsive to this request. Kaiser Gypsum has been a corporation since formed in 1952.

REQUEST NO. 2:

Any and all documents relating to any name changes undertaken by your company.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 3:

The administrative procedures or standards manual utilized by your company.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents responsive to this request.

REQUEST NO. 4:

All documents related in any way to the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of any and all asbestos-containing

products, including industrial and commercial paints, plasters, textures, finishes, coatings, solutions, sprays, compounds or applications, whether you allege them to be asbestos-containing or not, from or by you and/or your company and (a) any Exposure Sites listed in Plaintiff's First Amended Disclosure Form, (b) any defendant named in this litigation, (c) any employers, contractors or exposure sites identified by Plaintiff Paul N. Belisle in his deposition or (d) any other company, entity or person which you had dealings with in Massachusetts prior to 1996.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: None

REQUEST NO. 5:

Policies and procedures handbook and/or manual for employees engaged in the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of asbestos-containing products.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents responsive to this request.

REQUEST NO. 6:

Maps or charts of the facilities at which asbestos-containing products were manufactured, purchased, sold, leased or held for supply, distribution, installation, service, maintenance, repair or use by your company.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents responsive to this request concerning Kaiser Gypsum's Delanco, New Jersey plant.

REQUEST NO. 7:

Any pleadings, motions, deposition transcripts, discovery responses and/or other documents from every state or federal civil action in which you were a party or took part, relating to injuries sustained as a result of exposure to asbestos from any of your asbestos-containing products, including industrial and commercial paints, plasters, textures, finishes, coatings, solutions, sprays, compounds or applications.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Depositions of Kaiser Gypsum employees have previously been provided.

REQUEST NO. 8:

All documents including, but not limited to, invoices, purchase orders, delivery documents, computer printouts, reports, records, advertising materials, sales diaries, lists, memoranda, correspondence, telegrams, telephone message logs, customer telephone number indexes, customer address indexes, customer inquiries, receipts and all other forms of information preservation concerning the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of asbestos-containing products prior to 1996 between this defendant and the following:

- a. any other defendant in this litigation;
- b. any Exposure Sites listed in Plaintiffs' First Amended Disclosure Form;
- c. any employers, contractors or exposure sites identified by Plaintiff Paul N. Belisle in his deposition;
- d. any person or business in Massachusetts; and
- e. any trade association.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum has

no records relating to the sale or distribution of products it manufactured that contained small amounts of chrysotile asbestos to any of the "other defendants" to this litigation. Kaiser Gypsum has no records relating to the sale or distribution of products it manufactured that contained small amounts of chrysotile asbestos to any of the "exposure sites" listed in plaintiffs' First Amended Disclosure form or otherwise identified by plaintiff. Attached is a copy of a report received from the Gypsum Association concerning testing conducted on joint compounds manufactured by other companies.

REQUEST NO. 9:

All documents including, but not limited to, invoices, purchase orders, delivery documents, computer printouts, reports, records, advertising materials, sales diaries, lists, memoranda, correspondence, telegrams, telephone message logs, customer telephone number indexes, customer address indexes, customer inquiries, receipts and all other forms of information preservation concerning the purchase or use, prior to 1996, of raw asbestos fiber and/or other asbestos-containing components.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Attached are the purchase orders that have been located to date for the purchase of chrysotile asbestos used by the Kaiser Gypsum plant, Delanco, New Jersey.

REQUEST NO. 10:

Any and all invoices, purchase orders or other documents relating to your company's subcontracting of its duties concerning the sale, lease, supply, distribution, installation, service, maintenance or repair of your asbestos-containing products to any dealer, distributor, installer, user, wholesaler, or middleman who sold, leased, supplied, distributed, installed, serviced, maintained or repaired your asbestos-containing products in New England prior to 1996.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not Applicable.

REQUEST NO. 11:

Any and all invoices, purchase orders or other documents indicating the companies to whom you sold, leased, supplied, distributed, installed, serviced, maintained or repaired asbestos-

containing products, whether such companies were end-users, manufacturers, sellers, suppliers, distributors, installers, or other users. (The relevant time frame for this Interrogatory is prior to 1996.)

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See response to Request No. 8 above as if fully incorporated herein.

REQUEST NO. 12:

All sales, lease and distribution agreements in effect prior to 1996 which involved the sale, lease and/or distribution of asbestos-containing products.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not Applicable.

REQUEST NO. 13:

Annual reports for the years of your corporate existence, from the date of incorporation to the present.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, Kaiser Gypsum states: A search is currently being conducted concerning documents responsive to this request. Kaiser Gypsum reserves the right to supplement this response.

REQUEST NO. 14:

All monthly (or other period of time, excluding daily) production records relating to the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of asbestos-containing products prior to 1996.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products

manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: A search is currently being conducted concerning documents responsive to this request. Kaiser Gypsum reserves the right to supplement this response.

REQUEST NO. 15:

All documents including, but not limited to, employment records, which identify any employee, representative, agent, distributor or subcontractor of your company who was authorized to transact, or who transacted, business for your company relative to the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of raw asbestos fiber and/or asbestos-containing products.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: A search is currently being conducted concerning documents relating to the identity of the sales manager for Kaiser Gypsum, Delanco, New Jersey. Kaiser Gypsum reserves the right to supplement this response.

REQUEST NO. 16:

A physical sample of each of the asbestos-containing products which your company manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: we have no product samples that we are aware of.

REQUEST NO. 17:

Any document or documents listing asbestos-containing products manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used by you with the relevant dates of activity as well as the amount and type of asbestos contained in the product.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products

manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: some product formulas exist if a particular product is identified. Kaiser will conduct an investigation of the existence of a formula for the identified product.

REQUEST NO. 18:

All correspondence, memoranda, tests, analyses, studies, specifications, and other documents relating to the development, testing and marketing of each of the asbestos-containing products which you manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Plaintiff has not alleged exposure to any Kaiser Gypsum products.

REQUEST NO. 19:

All reports submitted to your Board of Directors and all recommendations made by any officer or consultant relating to:

- a. the health, safety and workability of any asbestos-containing products manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used by you;
- b. the development and/or marketing of asbestos-containing products;
- c. the decision to use a warning or caution label;
- d. the discontinuation of the mining, processing or refining of raw asbestos fibers;
- e. the discontinuation of the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of any product line containing asbestos; and
- f. the reduction of asbestos content in any asbestos-containing product.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products

manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See attached.

REQUEST NO. 20:

Any and all documents relating to the results of any testing performed upon each of the asbestos-containing products manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used by you.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum has no reports concerning Kaiser Gypsum products that contained small quantities of chrysotile asbestos that were sold in Massachusetts.

REQUEST NO. 21:

Quality Control Manuals applicable to asbestos-containing products manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used by you.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents that would respond to this request.

REQUEST NO. 22:

All health, medical, scientific, epidemiological, animal and/or human studies concerning the relationship of asbestos and health, industrial hygiene and monitoring of asbestos dust in your possession and all reports and articles relating thereto.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos dust" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Kaiser Gypsum objects to the extent this request seeks information privileged and/or protected by the attorney-client privilege, the work-product privilege or any other recognized privilege or immunity. Without waiving these objections, Kaiser Gypsum states: See attached.

REQUEST NO. 23:

All documents leading to your decision to participate in and/or finance any health, medical, scientific, epidemiological, health, animal, or human studies concerning the relationship between asbestos and health, and all correspondence with any personnel involved in the studies.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "relationship between asbestos and health" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Kaiser Gypsum objects to the extent this request seeks information privileged and/or protected by the attorney-client privilege, the work-product privilege or any other recognized privilege or immunity. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 24:

All reports, studies, recommendations and other documents prepared by your medical consultants concerning:

- a. health hazards associated with asbestos;
- b. work place standards and procedures; and
- c. occupational health.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "health hazards associated with asbestos" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 25:

All reports, studies, recommendations and other documents prepared by your industrial hygienist concerning:

- a. health hazards associated with asbestos;
- b. work place standards and procedures; and
- c. occupational health.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser

Gypsum objects to the phrase "health hazards associated with asbestos" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Attached are copies of the reports prepared by A.J. Trommershauser regarding the studies conducted at the Delanco, New Jersey, Kaiser Gypsum plant. Mr. Trommershausen was not an employee of Kaiser Gypsum.

REQUEST NO. 26:

Any and all documentation received by your company which served to alert the company to the health hazards of asbestos.

RESPONSE: Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "health hazards of asbestos" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See attached.

REQUEST NO. 27:

Any and all documentation, including the recorded minutes, of all safety meetings conducted by your company alerting your employees to the health hazards of asbestos.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "health hazards of asbestos" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See attached.

REQUEST NO. 28:

All warnings relating to health and safety as provided to purchasers or other recipients of asbestos-containing products which you manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See attached.

REQUEST NO. 29:

All instructions provided to purchasers or other recipients of asbestos-containing products manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used by you indicating that safety masks or respirators should be worn when handling, installing, servicing, maintaining, repairing or using such products.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See attached.

REQUEST NO. 30:

All other instructions concerning health and safety, and all operating instructions provided by your company to the recipients of any of the products which you manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: A search is currently being conducted concerning documents responsive to this request. Kaiser Gypsum reserves the right to supplement this response.

REQUEST NO. 31:

All records of respirator usage at your contract units, job or construction sites, and manufacturing or sales facilities.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 32:

All correspondence, memoranda, tests, studies, and efforts made by you to develop or perfect a respirator or mask which would prevent inhalation of asbestos by workers using asbestos-containing products manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used by you.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 33:

All documents, reports, and memoranda concerning health and safety at your mines, plants, manufacturing, sales and distribution facilities.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See documents previously attached.

REQUEST NO. 34:

All present and former rules, regulations, directions, and operating procedures governing the requirement, if any, suggesting the use of respirators to the recipients of the asbestos and/or asbestos-containing products which you transported, shipped or delivered.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See documents previously attached.

REQUEST NO. 35:

With regard to each health warning, label, instruction, and product insert used by you in connection with the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of asbestos and/or asbestos-containing products, provide:

- a. photographs of each such product containing each such label;
- b. all documents which you used or relied upon in your alleged decision to prepare and use any warnings, labels, instructions, and/or inserts.
- c. all records evidencing that the alleged labels were actually placed on products and the date when they were first allegedly placed thereon;
- d. all documents concerning the size, color, language, or positioning on the packages of such warnings, labels, instructions, and/or inserts;
- e. all documents discussing the advisability, feasibility, or reason for commencing the use of warning labels; and
- f. all documents discussing the decision not to label asbestos-containing product, if labels were not placed thereon.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See attached. In addition, a search is currently being conducted concerning documents responsive to subpart "a." of this request. Additional documents responsive to this request would include OSHA regulations which are equally accessible to plaintiff. Kaiser Gypsum reserves the right to supplement this response.

REQUEST NO. 36:

With regard to the packaging of the asbestos and/or asbestos-containing products which your company manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used, provide:

- a. A sample of the boxes or cartons in which it was packed for each year from the date your company commenced manufacturing, purchasing, selling, leasing, supplying, distributing, installing, servicing, maintaining, repairing or using the product;
- b. All inserts packed with the asbestos or asbestos-containing products;

- c. The specifications or instructions concerning the packaging or boxing of asbestos or asbestos-containing products; and
- d. Bags, sacks and/or other packaging materials for asbestos or asbestos-containing products with and without warning labels or photographs of such containers and packages.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See response to Interrogatory No. 6 as if fully incorporated herein concerning the labeling of products sold in Massachusetts. Kaiser Gypsum is currently unaware of documents responsive to this request.

REQUEST NO. 37:

All advertising material, pamphlets, brochures, bulletins and other documents distributed by your company regarding asbestos or asbestos-containing products from the date your company commenced manufacturing, purchasing, selling, leasing, supplying, distributing, installing, servicing, maintaining, repairing or using such products to the present.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: it will produce the documents that may be applicable to this request.

REQUEST NO. 38:

All re-branding, re-labeling, or licensing agreements with manufacturers, suppliers and distributors concerning the sale of asbestos-containing products.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is

not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 39:

All documents, correspondence and files concerning the following departments of your company's organization, past and present, in relation to occupational health, industrial health and/or asbestos health hazards:

- a. Legal Department;
- b. Medical Department;
- c. Industrial Hygiene Department;
- d. Health, Safety and Environment Department;
- e. Industrial Relations for Employee Relations Department;
- f. Industrial Relations Managerial Committee Meetings; and
- g. Research and Development Department.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos health hazard" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: The only department listed above that existed at Kaiser Gypsum was the Research and Development Department. This request is too broad to allow Kaiser Gypsum to provide a meaningful response in regards to the Research and Development Department.

REQUEST NO. 40:

Copies of any and all documents or memoranda relating to any modifications of any asbestos-containing products manufactured, purchased, sold, leased, supplied, distributed, installed, serviced, maintained, repaired or used by your company.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is

not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: A search is currently being conducted concerning documents responsive to this request. Kaiser Gypsum reserves the right to supplement this response.

REQUEST NO. 41:

Copies of the directive issued to your company requiring the inspection of any asbestos-containing product prior to its transport, shipment or delivery.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents responsive to this request.

REQUEST NO. 42:

Copies of the directive issued to your company requiring the inspection of the plants or manufacturing facilities involved in the manufacture, purchase, sale, lease, supply, distribution, installation, service, maintenance, repair or use of asbestos and asbestos-containing products.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents responsive to this request.

REQUEST NO. 43:

Any and all documentation indicating the results of facility and product inspection(s).

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See documents previously attached.

maintaining, repairing or using asbestos or asbestos-containing products, if such a cessation was ordered.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 48:

All labor grievances filed by any employee concerning environmental conditions or dust levels at any of your facilities.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is unaware of any labor grievances concerning levels of asbestos dust at any of its facilities.

REQUEST NO. 49:

Copies of any citations issued against your company by any local, state or federal agency for excessive dust levels.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum further objects to this request as the phrase "excessive dust levels" is not limited in scope to the alleged exposure of the Plaintiff and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 50:

Please provide the following internal documents prepared by your company:

- a. all reports and scientific papers in the Medical Literature File;
- b. manuals for the Industrial Hygiene and Medical Departments; and

- c. manuals and instructions for conducting anti-dust level surveys.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 51:

Copies of every policy of liability insurance insuring your company against losses as a result of claims for bodily injury or death as a result of manufacturing, purchasing, selling, leasing, supplying, distributing, installing, servicing, maintaining, repairing or using asbestos or asbestos-containing products.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See response to Interrogatory No. 81 as if fully incorporated herein.

REQUEST NO. 52:

All insurance agreements under which any person carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in these actions or to indemnify or reimburse defendant for any payments made to satisfy any judgment in a liability action.

RESPONSE:

See response to Request No. 51 above as if fully incorporated herein.

REQUEST NO. 53:

All correspondence, memoranda, records and reports prepared by the following entities and received by your company, concerning any studies dealing with asbestos and health:

- a. Trudeau Foundation, Saranac Lake, New York;
- b. Metropolitan Life Insurance Company and any other insurance company

concerning asbestos exposure, health hazards and premium rates;

- c. Industrial Hygiene Foundation of America and its predecessors;
- d. William Smith;
- e. New York University Institute of Industrial Medicine;
- f. Tabershaw-Cooper Associates;
- g. Quebec Asbestos Mining Association;
- h. Mt. Sinai School of Medicine;
- i. University of South Carolina;
- j. U.S. Public Health Services;
- k. Institute of Occupational & Environmental Health; and
- l. Tulane University.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos exposure" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 54:

Copies of any and all directives issued to your company requiring periodic medical examinations for employees.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable, other than OSHA requirements which are equally available to plaintiff.

REQUEST NO. 55:

Copies of any worker's compensation claims filed by your company's employees or any other persons prior to 1996, relating to asbestos, asbestosis, mesothelioma, lung cancer, other asbestos-related illnesses, and other pulmonary or cardiovascular diseases.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-containing" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: See response to Interrogatory No. 47 as if fully incorporated herein.

REQUEST NO. 56:

If any of your employees were discharged, reassigned, or pensioned due to asbestos-related illness, provide:

- a. the records of such discharge, reassignment, or pensioning; and
- b. the medical documentation requiring such discharge, reassignment, or pensioning.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase "asbestos-related illness" as overbroad, vague and ambiguous. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Not applicable.

REQUEST NO. 57:

Documentation relating to the document retention policy employed by your company, if any policy has ever been in effect.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. This request is not limited as to time or location of plaintiff's alleged exposure to products manufactured by Kaiser Gypsum. Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum is currently unaware of documents responsive to this request.

REQUEST NO. 58:

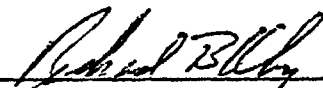
All documents which you relied upon in preparing your Answers to Plaintiffs' Interrogatories.

RESPONSE:

Kaiser Gypsum objects to this request as overbroad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, Kaiser Gypsum states: See documents previously attached.

Respectfully submitted,
For the Defendant,
Kaiser-Gypsum
By their attorneys,

Dated: 7/25/02


Richard B. Kirby, BB# 273600
Lecomte, Emanuelson & Doyle
Presidents Place, 1250 Hancock Street
Quincy, MA 02169
(617) 328-1900

CERTIFICATE OF SERVICE

I, Richard B. Kirby hereby certify on this 25th day of July 2002 I forwarded a copy of the attached Defendant Kaiser Gypsum's Responses to Plaintiff's Request for Production of Documents via facsimile and first class mail, postage prepaid to the following counsel of record:

Michael C. Shepard, Esquire
Michael C. Shepard, P.C.
250 Portland Street
Boston, MA 02114


Richard B. Kirby

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PLEASE RESPOND TO
QUINCY OFFICE

Richard B. Kirby
Partner
rkirby@lecomtelaw.com

July 25, 2002

**VIA FACSIMILE: (617) 742-5155
& FIRST CLASS MAIL**

Michael C. Shepard, Esquire
Law Offices of Michael C. Shepard
205 Portland Street
Boston, MA 02114

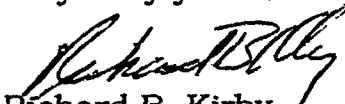
**RE: Kaiser Gypsum
Paul N. Belisle and Vivian Belisle v.
AC&S, INC. et al. C.A. #01-5277**

Dear Michael:

Enclosed please find Defendant Kaiser Gypsum's Responses to Plaintiff's Request for Production of Documents. The documents will be here on Monday and I will hand deliver them to you.

Please do not hesitate to contact me if you have any questions.

Very truly yours,


Richard B. Kirby

RBK/jlp
Enclosures