

FILE NAME: OWILL

DATE: 1988 July 13

DOC#: OWILL081

DOCUMENT DESCRIPTION: Notes on the Deposition of Willis Hazard by Richard Lee Stavins, Lawyer - Sent to Barry Castleman

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.
ATTORNEYS AT LAW

DANIEL J. ASHLEY
MARSHALL K. BROWN
JAMES M. DE ZELAR
HOWARD S. GOLDEN
LEWIS B. GREENBLATT
RONALD R. RASSIN
MANUEL J. ROBBINS
LAWRENCE RUBINSTEIN
EDWARD S. SALOMON
MICHAEL D. SCHLESINGER
RICHARD LEE STAVINS
ALAN J. WOLF

EMIL SHAFRAN
(1932-1984)

SUITE 1000
25 EAST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
(312) 782-9000

FACSIMILE: (312) 782-6690

July 13, 1988

HOWARD A. FRY
BARRY GLAZER
JOANNE F. HURLEY
GEORGE J. MANOS
HAROLD L. MOSKOWITZ
NORMAN C. NELSON
MICHAEL J. PROGAR
ANDREW M. SACHS
MICHAEL S. SAPER
THOMAS K. TRYBOSKI
ROBERT MCKENNA WINTER

OF COUNSEL
MARSHALL SCHWARZBACH

Dr. Barry Castleman
1722 Linden Avenue
Baltimore, Maryland 21217

Dear Dr. Castleman:

When I was in Baltimore for your deposition in connection with the Madison County, Illinois asbestos litigation on June 29-30, 1988, you provided me with copies of pages 49 and 50 of the deposition of Willis Hazard of Owens-Illinois, which two pages you had received from attorney Robert E. Ballard.

Since that time, I have been able to obtain a copy of the entire deposition. I am herewith enclosing a copy for you. Some of the highlights which I find in this deposition are:

- At pages 8-12 and 94-97, the deposition exhibits are each described in particularity, and it is obvious that the exhibits are the famous Saranac/Kaylo papers.
- At pages 28 thru 30 and 98-99 he states that all of the exhibits were documents which he saw during the time he was working for Owens-Illinois and that they were documents that were either received by Owens-Illinois or sent by Owens-Illinois in the regular course of its business, and they were the ones that under the normal course of procedures for Owens-Illinois would have been kept and maintained by the company in the regular course of its business.

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.
ATTORNEYS AT LAW

Dr. Barry Castleman
July 13, 1988
Page 2

- At pages 49-51 he states that he maintained a file dealing with the Saranac Study, the letters from Dr. Vorwald and the reports and that when the Kaylo division was sold to Owens-Corning what happened to his file was that the last day that they were a part of Owens-Illinois they got some corrugated paper cartons, unloaded their filing cabinet, called the janitor at the end of the afternoon and had them carried over to Owens-Corning. He states that he knows that they sent over material relating to the Saranac work. He states I know the Saranac reports went over. He says he is sure that the reports on the material and his file were put into the carton and taken over to Owens-Corning. At pages 99-100 he confirms that the documents which are described as Exhibits 2-A through 18-A at pages 94 thru 97 are the documents that were put into boxes around April 30 or May 1, 1958 and sent over to Owens-Corning Fiberglas and these documents were sent to Owens-Corning Fiberglas in connection with the sale of the Kaylo division.
- It should be noted that on cross examination by the attorney for Owens-Corning Fiberglas, Hazard states at page 129 that he did not physically witness the transfer of the documents to Owens-Corning because they were put in the cartons and that's as far as he knows because it was 4:30 and he went home and so of his own knowledge he only knows that he saw the documents put in the cartons.
- At page 14 Hazard gives his vital statistics as being, Name: Willis G. Hazard; Address: 3609 Mapleway Drive, Toledo, Ohio 43614; Date of Birth: April 27, 1907.
- At pages 16-17 he states that he worked for Owens-Illinois Glass Company from 1934 to 1974.
- At page 18 he describes his job title as Industrial Hygienist, and states that he reported to the Personnel Director of the corporation, Mr. M. M. Olander.
- At pages 15 and 17 he states that he was an instructor in the Harvard School of Public Health in the mid-1930s and worked for the Public Health Service of the United States from 1942 to 1946.

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.

ATTORNEYS AT LAW

Dr. Barry Castleman
July 13, 1988
Page 3

- At page 19 he states that after he left the Public Health Service he undertook to learn what Kaylo was all about.
- At page 21 he states that he **knew the health problems connected with asbestos because of his general background in industrial hygiene and availability of reference work.** At page 21 he also attempts to minimize what his understanding of the health hazards associated with asbestos products were by stating that he thought that breathing asbestos dust over a period of many years caused a thickening of the tissue demonstrable on chest x-ray which led consequently to an increasing shortness of breath with no pain and no infection and no other demonstrable changes.
- At page 26 he states that Bowes was the Director of Research for Owens-Illinois.
- At page 30 he states that Kaylo was first used as a pipe covering insulation material and later used as a ceiling tile for decoration or insulation.
- At page 31 he admits Kaylo contained roughly 15% asbestos as a reinforcing material.
- At page 36 he states that in the early 1950s there was talk of replacing the asbestos with fiberglass and he knows there was an effort made to make the substitution and he was in favor of that because **fiberglass is harmless and asbestos is not**, but as long as Owens-Illinois continued to manufacture Kaylo it continued to use asbestos.
- At pages 39 and 40 he admits that some time in or around November, 1948 he learned that Dr. Vorwald had concluded as he states in the third full paragraph of his November 16, 1948 letter marked as Exhibit 9 that in all animals sacrificed after more than 30 months of exposure to Kaylo dust **unmistakable evidence of asbestosis had developed, showing that Kaylo on inhalation is capable of producing asbestosis and must be regarded as a potentially hazardous material.**

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.

ATTORNEYS AT LAW

Dr. Barry Castleman

July 13, 1988

Page 4

- At page 41 he admits that following Dr. Vorwald's letter of November, 1948 Owens-Illinois did not do anything to eliminate asbestos from Kaylo, and did not issue any warnings to customers or users of Kaylo.
- At pages 41 and 42 he admits that in or about June 1950 Owens, upon receipt of Dr. Vorwald's letter to him dated June 1, 1950 Owens-Illinois did not at that time issue any warnings to customers or to users of Kaylo concerning the dangers of asbestos as contained in the Kaylo product.
- At pages 42 and 43 he admits that he received Vorwald's letter of February 7, 1952 stating that the results of the investigations with animals show that Kaylo dust is capable of producing a peribronchiolar fibrosis typical of asbestosis.
- At page 43 he admits that at that time in 1952 Owens-Illinois did not issue any warnings to customers or users of Kaylo concerning the additives of asbestos.
- At page 43 he admits that at no time prior to the sale of the Kaylo line to Owens-Corning did Owens-Illinois ever issue any warnings to users or customers of Kaylo concerning the dangers of asbestos.
- At pages 44-46 he admits that Dr. Shook became the Medical Director of Owens-Illinois in about 1947 and that Dr. Shook had some volumes of medical journals and that Hazard himself continued a practice he had of trying to keep up to date with the medical literature that was developing in the industrial hygiene area on all possibly toxic materials, including asbestos, that people in Owens-Illinois plants might use.
- At page 49 he states that he was familiar with the fact that the Kaylo division was sold to Owens-Corning in May of 1958.

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.
ATTORNEYS AT LAW

Dr. Barry Castleman
July 13, 1988
Page 5

- At pages 57-60 he admits that until the time of the sale of the Kaylo division to Owens-Corning he did not visit any shipyard, construction site or any plant where Kaylo was being used for the purpose of determining anything about the dust release characteristics or the properties of Kaylo, other than visiting one of Owens-Illinois' own plants to see that the work environment was safe from a health standpoint.
- He contends at page 60 that it was not necessary to go into a customer's operation.
- At page 62 he admits that there was some amosite in Kaylo, in addition to the chrysotile.
- At page 63 he admits that at some Industrial Hygiene Foundation Annual Meetings asbestos and asbestosis was discussed.
- At page 64 he states that he attended meetings of the National Safety Council Annual Meeting, the American Industrial Hygiene Association Annual Meeting and some meetings of the American Standards Association and that at different times those associations may have had discussions dealing with asbestos and health.
- At pages 64-66 he admits that Owens-Illinois was a corporate member of the Industrial Hygiene Foundation and that they received the IHF Digest and that he received the IHF Digest, and that he would go through each month's issue as it came in to see if there were abstracts of new publications dealing with dust that he was interested in and if there was something that Dr. Shook would be interested in, he would circulate it to Dr. Shook.
- At page 69 he admits that the Saranac Study was a study of Kaylo.
- At pages 70-71 he admits that the procedure for selecting the Kaylo dust that was sent to Saranac for the study was that it had been collected from the Berlin plant after the slabs of Kaylo had been planed and sawed.

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.
ATTORNEYS AT LAW

Dr. Barry Castleman
July 13, 1988
Page 6

- At pages 138-139 he admits that he recognized in the 1940s that in the case of exposure to asbestos the disease does not develop quickly, that there was a considerable period of time, matter of years, oftentimes, before the development of the disease. He recognized that there was a period of time that elapsed between the commencement of the exposure to the substance and the time when the disease manifests itself and he understood that such a latency period did exist with regard to asbestosis and he knew that in the 1940s and 1950s. At pages 139 and 140 he admits that he knew that as a result of reading the medical literature dealing with asbestosis.
- At pages 143-144 he admits that threshold limit value did not apply to and did not contemplate cancer and that it only applied or was directed toward the possibility or the hope that if it were met that asbestosis might be averted.
- At pages 144-145 he admits that the disease of asbestosis has been known for some period of time prior to Owens-Illinois beginning work on Kaylo and that it was recognized as a compensable disease in many states throughout the U.S. prior to 1940.
- At page 147 he admitted that at the time he read the Fleischer-Drinker report there was a significant finding of asbestosis among people with longer latency periods than among those with shorter periods of exposure.
- At pages 149-150 he confirms that in a March 12, 1943 letter Dr. Gardner said "the fact that you are starting with a mixture of quartz and asbestos would certainly suggest that you have all the ingredients for a first class hazard," and that Owens-Illinois thought asbestos might be a hazard and that Dr. Gardner was pointing out that very problem.

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.

ATTORNEYS AT LAW

Dr. Barry Castleman

July 13, 1988

Page 7

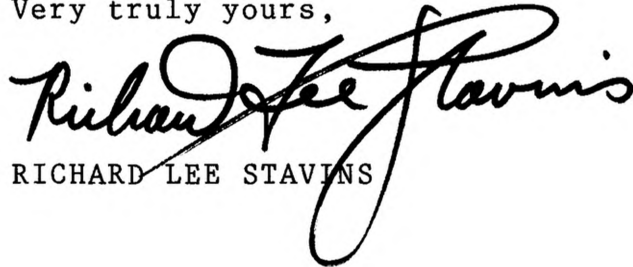
- At pages 150-155 he admits that he knew that the studies being done were animal studies and that they were being given concentrated doses and that as the exposure increased on the animals from 18 months to 30 month, significant adverse pathological changes occurred in the animals and that this could be comparable to what would happen to a person who was working in an environment whether it be a plant or a shipyard who works three years and five years and then seven years that you would have the same increase in the amount of dust to which that person has been exposed as the duration of the time continues, and therefore what Owens-Illinois learned from the Saranac Study was that the increase in the duration of exposure tended to bring out in the animals that there would be pathological changes with the increase in the period of exposure.
- At pages 155-157 he admits that when he received Dr. Vorwald's letter of November 16, 1948, Dr. Vorwald was pointing out to Owens-Illinois that the extending of the duration to which the animals had been exposed brought about the development of asbestosis in the animals and Vorwald even said that in all of the animals sacrificed asbestosis was found and he was saying that this was a problem that Owens-Illinois had to consider because of the health implications of the animals studied.
- At page 160 he admits that they knew about the health hazards in Kaylo.

ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD.
ATTORNEYS AT LAW

Dr. Barry Castleman
July 13, 1988
Page 8

- At page 162 he admits that other than the
Fleischer-Drinker report he never had any information
based on tests or based on personal experience of what
the conditions were aboard the ship during the time when
asbestos insulation was being applied or asbestos insula-
tion was being ripped out.

Very truly yours,

A handwritten signature in cursive script, reading "Richard Lee Stavins". The signature is written in dark ink and is positioned above the printed name.

RICHARD LEE STAVINS

RLS:vmb
Enclosure