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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Richland County
Court of Common Pleas

Jean Hoefer Toal, Circuit Court Judge

Case No. 2022-CP-40-03834
Appellate Case No. 2023-001096

Donna B. Welch, individually and as Personal Representative of the Estate of Melvin G. Welch, deceased,

Respondent,

v.

Advance Auto Parts, Inc., American Honda Motor Co., Inc., Atlas Asbestos Co, Atlas Turner, Inc. as successor to Atlas Asbestos Co, a foreign company, Bahnson, Inc., Covil Corporation, Daniel International Corporation, Davis Mechanical Contractors, Inc., Ellington Insulation Company, Inc., Fluor Constructors International f/k/a Fluor Corporation, Fluor Constructors International, Inc., Fluor Daniel Services Corporation, Fluor Enterprises, Inc., General Parts, Inc. individually and as successor-in-interest to Carquest Corporation, Goodrich Corporation f/k/a The B. F. Goodrich Company, The Goodyear Tire & Rubber Company, Graybar Electric Company, Inc., Honeywell International, Inc. individually and as successor-in-interest to Allied Signal, Inc., as successor to Bendix Corporation, Morse Tec LLC f/k/a Borgwarner Morse Tec LLC, and successor-by-merger to Borg-Warner Corporation, Occidental Chemical Corporation as successor to Durez Corporation, O'reilly Automotive Stores, Inc., Paramount Global f/k/a Viacomcbs Inc., f/k/a CBS Corporation, a Delaware corporation f/k/a Viacom, Inc., successor-by-merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation, Pneumo Abex LLC successor-in-interest to Abex Corporation, Redco Corporation f/k/a Crane Co., Reinz Wisconsin Gasket LLC f/k/a and/or successor to Reinz Wisconsin Gasket Co. and Wisconsin Gasket Manufacturing Co., a wholly owned subsidiary of Dco LLC, Rust Engineering & Construction, Inc., Rust International Inc., Southern Insulation, Inc., Spirax Sarco, Inc., Union Carbide Corporation, Westrock MWV, LLC individually and as successor-in-interest to Westvaco, ZF Active Safety US Inc. f/k/a Kelsey-Hayes Company,

Defendants,

Of which Atlas Turner, Inc. is the

Appellant.

RECORD ON APPEAL
VOLUME 3 (PAGES 985-1465)

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INDEX

Page

VOLUME 1

Orders, Judgments, Decrees, or Decisions

Order holding Atlas Turner, Inc. in Contempt, filed May 11, 2023 1

Form 4 Order denying Atlas Turner, Inc.'s Motion to Reconsider, filed June 16, 2023 4

Order Striking Atlas Turner's Answer, filed June 20, 2023 7

Order on Plaintiffs' Motion to Appoint a Receiver, filed June 21, 2023 11

Form 4 Order denying Atlas Turner, Inc.'s Motion to Reconsider, filed June 28, 2023 19

Form 4 Order denying Atlas Turner, Inc.'s Motion to Reconsider, filed June 28, 2023 22

Amended order Regarding Atlas Turner Insurance Assets, filed September 11, 2023 25

Pleadings

Summons and Complaint, filed July 25, 2022 27

Summons and Amended Complaint, filed October 13, 2022 106

Summons and Second Amended Complaint, filed October 28, 2022 186

Summons and Third Amended Complaint, filed November 3, 2022 275

Answer and Defenses of Defendant Atlas Turner, Inc., on behalf of itself and Defendant Atlas Asbestos Co. to Plaintiffs' Third Amended Complaint, filed April 24, 2023 358

Summons and Fourth Amended Complaint, filed June 16, 2023 411

Answer and Defenses of Defendant Atlas Turner, Inc., on behalf of itself and Defendant Atlas Asbestos Co. to Plaintiffs' Fourth Amended Complaint, filed July 3, 2023 461

VOLUME 2

Transcripts

Hearing, April 19, 2023 501

Hearing May 4, 2023 539

Hearing August 21, 2023 561

Other Material or Documents

Motion to Dismiss for Lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of itself and Defendant Atlas Asbestos Co., filed September 9, 2022 673

Memorandum in Support of Motion to Dismiss for Lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of itself and Defendant Atlas Asbestos Co., filed September 9, 2022 677

Exhibit A, Richard Dufour Affidavit, dated September 7, 2022 687

Motion to Dismiss Plaintiffs' First Amended Complaint for Lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of itself and Defendant Atlas Asbestos Co., filed October 20, 2022 690

Memorandum in Support of Motion to Dismiss Plaintiffs' First Amended Complaint for lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of Itself and Defendant Atlas Asbestos Co., filed October 20, 2022 694

Exhibit A, Richard Dufour Affidavit, dated September 7, 2022 ..... *(see 687)*

Motion to Dismiss Plaintiffs' Second Amended Complaint for Lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of itself and Defendant Atlas Asbestos Co., filed November 8, 2022 704

Memorandum in Support of Motion to Dismiss Plaintiffs' Second Amended Complaint for lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of Itself and Defendant Atlas Asbestos Co., filed November 8, 2022 708

Exhibit A, Richard Dufour Affidavit, dated September 7, 2022 ..... *(see 687)*

Motion to Dismiss Plaintiffs' Third Amended Complaint for Lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of itself and Defendant Atlas Asbestos Co., filed November 17, 2022 718

Memorandum in Support of Motion to Dismiss Plaintiffs' Third Amended Complaint for lack of Personal Jurisdiction of Defendant Atlas Turner, Inc. on behalf of Itself and Defendant Atlas Asbestos Co., filed November 17, 2022 722

Exhibit A, Richard Dufour Affidavit, dated September 7, 2022 ..... *(see 687)*

Defendant Atlas Turner, Inc.'s Motion for Protective Order and Memorandum of Law in Support on Behalf of Itself and Defendant Atlas Asbestos Co., filed January 3, 2023 732

Exhibit 5, Richard Dufour Affidavit, dated December 28, 2022 750

Defendant Atlas Turner, Inc.'s Motion for Summary Judgment on Behalf of Itself and Defendant Atlas Asbestos Co., filed March 20, 2023 754

Defendant Atlas Turner, Inc.'s Memorandum of Law in Support of Its Motion for Summary Judgment on Behalf of Itself and Defendant Atlas Asbestos Co., filed March 20, 2023 757

Defendant Atlas Turner, Inc.'s Motion for Protective Order and Memorandum of Law in Support on Behalf of Itself and Defendant Atlas Asbestos Co., filed April 3, 2023 773

Plaintiffs' Opposition to Defendants Atlas Turner, Inc. and Atlas Asbestos Co.'s Motion for Summary Judgment and Motion to Dismiss, filed April 12, 2023.....792

Exhibit 1, Deposition of Melvin Welch, October 7, 2022, A.M. session 806

Exhibit 2, Deposition of Melvin Welch, October 7, 2022 P.M. session.....903

VOLUME 3

Exhibit 3, Trial Deposition of Melvin Welch, October 14, 2022. P.M. session 985

Exhibit 4, Expert Report from Brent C. Staggs, M.D. 1012

Exhibit 5, Expert Report from Arthur L. frank, MD, PhD 1018

Exhibit 6, Spirax Sarco Sale Records 1021

Exhibit 7, McJunkin materials lists.....1023

Exhibit 8, Trial Testimony of Bernard Radle, May 20, 2002, *Lustenring v. Empire Ace, et al.* 1026

Exhibit 9, Deposition of Bernard Radle, April 9, 2009, *Holdren v. Alfa Laval, Inc.* 1080

Exhibit 10, *Lenz v. Allis Chalmers Corp. Prod. Liab. Trust*, No. 08-CP-9194 (S.C. Com. Pl. May 18, 2009).....1104

Exhibit 11, Trial Transcript, August 3, 2017 1114

Exhibit 12, Maddox Deposition 1120

Exhibit 13, Customer List, 1968 1146

Exhibit 14, Customer List 1968-1969.....1149

Exhibit 15, Carolina Castor Invoice.....1154

Exhibit 16, Covil purchase order 1157

Exhibit 17, Atlas Invoice dated February 23, 1967 1161

Exhibit 18, Deposition of Richardson, May 11, 1987 1163

Exhibit 19, Atlas Catalog 1316

Exhibit 20, Limpet picture 1321

Exhibit 21, Bahnson work order 1323

Exhibit 22, Bahnson equipment list 1325

Exhibit 23, Branham Affidavit 1327

Exhibit 24, Depo. of Netherton, February 3, 2023 1330

Exhibit 25, Receiving Report from Graybar.....1372

Plaintiff's Response in Opposition to Defendant Atlas Turner, Inc.'s Motion for Protective Order, filed April 12, 2023 1392

Exhibit 1, Plaintiffs' Notice of 30(b)(6) Deposition of Defendant Atlas Turner, Inc. and Subpoena Duces Tecum.....1416

Exhibit 2, Plaintiffs' Notice of 30(b)(6) Deposition of Defendant Atlas Asbestos Co. and Subpoena Duces Tecum.....1434

Exhibit 3, Sales Invoices to Guy M. Beaty & Co., February 1967.....1452

Exhibit 4, Atlas Customer List, 1968.....*(see 1146)*

Exhibit 5, Atlas Customer List 1968-1969 .....*(see 1149)*

Exhibit 6, Complaint filed July 25, 2022.....*(see 32)*

Exhibit 7, Richard Dufour Affidavit dated September 7, 2022 .....*(see 687)*

Exhibit 8, Deposition of Andrew C. Richardson, May 11, 1987.....*(see 1163)*

Exhibit 9, Relf v. Asbestos Corp. Ltd. writ from 4th Circuit of Louisiana Court of Appeals.....1456

Exhibit 10, Judgment, dated December 16, 2013.....1459

Exhibit 11, Order, dated November 7, 2017.....1463

VOLUME 4

Defendant Atlas Turner, Inc.'s Reply to Plaintiffs' Response in Opposition to Defendant Atlas Turner, Inc.'s Motion for Protective Order on Behalf of Itself and Defendant Atlas Asbestos Co., filed April 18, 2023.....1466

Plaintiffs' Motion for Sanctions and for The Appointment of a Receiver, filed May 11, 2023 1476

Exhibit A, Plaintiffs' Third Amended Notice of 30(b)(6) Deposition of Defendant Atlas Asbestos Co. and Subpoena Duces Tecum.....1481

Atlas Turner Inc.'s Response and Objection to the Plaintiffs' Motion to Appoint a Receiver, filed May 15, 2023.....1500

Reply in Support of Plaintiffs' Motion for Sanctions and The Appointment of A Receiver, filed May 17, 2023.....1515

Exhibit A, McDaniel v. Armstrong World Industries, 603 F.Supp. 1337, 1340 (D.D.C. 1985) 1523

Exhibit B, Email from Theile McVey to David Traylor and Robert Meriwether, May 16, 2023.....1533

Exhibit C, Email from David Traylor, May 17, 2023.....1538

Exhibit D, Sales Invoices and documents admitting sales by Atlas .....*(see 1452)*

Exhibit E, Plant v. Whittaker Clark & Daniel, 2022-CP-40-01265, Order of March 10, 2023; Transcript of Motion for Rehearing, April 18, 2023; Childers v. Davis Mechanical; 2021-CP-40-03484, Order March 31, 2023 1543

Motion to Reconsider and Vacate the Contempt Order of May 11, 2023, filed May 22, 2023 1746

Atlas Turner Inc's Response and Objection to Plaintiffs' Motion to Strike its Answer, filed May 23, 2023 1763

Atlas Turner Inc.'s Supplemental Response and objection to the Plaintiffs' Motion to Appoint a Receiver, filed June 14, 2023.....1766

Motion to Reconsider the June 20, 2023 Order Striking Atlas Turner's Answer, filed June, 22, 2023.....1775

Motion to Reconsider the June 21, 2023 Order on Plaintiffs' Motion to Appoint a Receiver, filed June 22, 2023.....1779

Atlas Turner's Motion to Dismiss Plaintiff's Fourth Amended Complaint, filed July 3, 2023.....1785

Motion to Clarify Receivership Order, filed July 25, 2023 1787

Exhibit A, Appointment Order 1790

Exhibit B, List Outlining Atlas' Insurance Assets.....1799

Exhibit C, Letter from Resolute Management to Atlas 1805

Exhibit D, Letter from Resolute Management to Atlas 1808

Exhibit E, Letter from Resolute Management to Peter Protopapas 1811

Exhibit F, Letter from Resolute Management to Peter Protopapas 1813

Atlas's Memo in Opposition to Plaintiff's Motion to Lift Stay, filed August 17, 2023.....1815

Receiver's Notice of Atlas Turner, Inc.'s Misleading Representations and Filing of Evidence of Potential Insurance Liquidation, filed August 18, 2023 1823

Exhibit A, Memorandum of Agreement between Bell Asbestos Mines LTD, Royal Insurance Company of Canada, and Atlas, dated December 18, 1986.....1826

Exhibit B, agreement between Asbestos Corporation Limited ("ACL") and the Maryland Casualty Company dated July 18, 1989 1834

Exhibit C, Emails tendering lawsuits to Resolute on June 21, 2023 1852

Report of the Receiver of the Insurance Assets of Atlas Turner and Response to Certain Insurer Third-Party Defendant's Motion to Stay the Third-Party Action, filed August 18, 2023.....1854

Exhibit A, September 24, 1985 Letter from Alain Dulude to James P. Conroy.....1861

Exhibit B, Deposition of James P. Conroy, May 22, 1996 1863

Exhibit C, Memorandum Opinion and Order in Antoine v. Atlas Turner, Inc., C90-2231 – Northern District of Ohio 1911

Exhibit D, October 29, 1985 Letter from James P. Conroy to Thomas P. Meaney, Jr. 1923

Exhibit E, July 24, 2023 Letter from Keith Rahman, Resolute Management, Inc. to Peter Protopapas, Rikard & Protopapas, LLC ..... *(see 1811)*

Exhibit F, July 24, 2023 Letter from Keith Rahman, Resolute Management, Inc. to Peter Protopapas, Rikard & Protopapas, LLC ..... *(see 1813)*

Receiver's Notice of Filing, filed August 20, 2023 1926

Exhibit A, Suspected insurance program of Atlas 1928

Notice of Appeal with Proof of Service 1932

Certificate of Counsel **1939**

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 3

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND CASE NO. 2020-CP-40-03834

Melvin G. Welch and
Donna B. Welch,

Plaintiffs,
vs.

3M Company f/k/a Minnesota
Mining and Manufacturing
Company, et al,

Defendants.

VIDEOTAPED TRIAL DEPOSITION OF MELVIN WELCH

VOLUME II

DATE TAKEN: October 14, 2022

TIME BEGAN: 1:10 p.m.

TIME ENDED: 2:00 p.m.

LOCATION: 110 McGowan Avenue
Abbeville, South Carolina 29620

REPORTED BY: Traci L. Barr

VIDEOTAPED BY: Michael Arrison

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Page 6

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INDEX

PAGE

Stipulation.....13
Examination by Mr. Roberts.....13
Examination by Ms. Ries.....53
Examination by Ms. Simon.....57
Certificate of Reporter.....59
Errata Sheet.....60

EXHIBITS

(No exhibits introduced.)

(It is hereby stipulated and agreed by and among counsel for the respective parties that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, and that the deponent does not waive reading and signing of this deposition.

THE VIDEOGRAPHER: This is the continuation of the trial video deposition of Mr. Melvin Welch, Volume II. Today's date is Friday, October 14, 2022, and the time is 1:10 p.m.

EXAMINATION

BY MR. ROBERTS:

Q. Ladies and gentlemen of the jury, Mr. Welch, my name is Ted Roberts. I represent Penumo Abex in your case, and I've had the pleasure of meeting you and talking to you over the last couple of days, correct?

A. Yes.

Q. All right. I'm going to start out today talking to you about your work at Monsanto. Can you focus on that for me?

A. Okay.

Q. All right. You went to work at the Monsanto

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Page 14

plant in the summer of 1965, correct?
A. Yeah.
Q. And you stayed there continuously until the summer of 1966 or thereabouts, correct?
A. Thereabouts.
Q. All right. The work being done at the plant, you told the jury, was new construction. True?
A. Yes.
Q. And you worked throughout the plant as an instrument calibration specialist?
A. Yes.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Forgive me, Mr. Welch. If you answered, it didn't come through.
A. Oh, I'm sorry. Yes.
MS. SIMON: And, Ted, can I get a running objection for asked-and-answered questions?
MR. ROBERTS: Sure.
MS. SIMON: Okay.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. At the plant while you worked there, there were miles of pipes being insulated throughout the

Page 15

Monsanto plant during the time you worked there, correct?
A. Yes.
Q. The pipe insulation they applied to the pipes was white in color. True?
A. Yes.
Q. The pipe insulation came in approximately three-foot sections, correct?
A. Correct.
Q. And the pipe insulation that went around the pipes was shaped like a tube. True?
A. True.
Q. On average – and during the direct examination – when I say that, it's what we originally started talking about a few days ago. But during your direct examination, you told the jury about your work around the insulators installing the pipe insulation at Monsanto. I want to flesh that out a little bit. Okay?
A. Okay.
Q. On average, you were working within 10 feet of the insulators on a regular basis throughout the time you worked at Monsanto, correct?
A. Correct.
MS. SIMON: Objection; form.

Page 16

EXAMINATION RESUMED
BY MR. ROBERTS:
Q. The insulators cut the pipe insulation on a regular basis throughout the time you worked at Monsanto. True story?
A. True.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. When the insulators cut the pipe insulation, they created dust in your work environment on a daily basis, correct?
MS. SIMON: Objection; form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And you breathed that dust on a daily basis throughout the time that you worked on Monsanto, correct?
A. Correct.
Q. And I think I heard you on direct examination when you were talking to your lawyer, the work environment looked like a snowstorm when they were cutting the insulation, correct?
MS. SIMON: Objection; form.

Page 17

THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. The dust was visible to your naked eye, right?
A. Yes.
Q. That dust got on your clothes throughout the time you were at Monsanto, correct?
MS. SIMON: Object to the form.
THE DEPONENT: Yes.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. You did not change your work clothes before you went home at the end of the day. True?
A. True.
Q. After the insulators finished up their pipe insulation work, they and others, at times, cleaned up the work area they had been working in with a dustpan and broom, correct?
A. Among other things.
Q. What were the other things they used, as far as dustpan, broom, and what else to clean up? What else did they use?
A. Well, I guess it is a dustpan and broom.
Q. Okay.
A. Okay.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 18

Q. The cleanup work done by the insulators and the others after the insulation work was done created dust in your work environment, correct?
A. Yes.
Q. That happened on a regular daily basis at Monsanto throughout the time that you worked there?
A. Yes.
Q. And you breathed that dust on a regular basis throughout the time that you were working at Monsanto?
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: Yes.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And the dust that the insulators and others made cleaning up their work area or after the insulation work that you described was visible to the naked eye; was it not?
A. Yes.
Q. I want to shift gears a little bit and talk to you about your dad.
A. Okay.
Q. Your dad got you that job at Monsanto. True?
A. Yes.

Page 19

Q. And he had been working at Monsanto for some time while you lived with him, correct?
MS. SIMON: Objection; form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Your dad worked at Monsanto during the same time that you worked at Monsanto 1965 to 1966, correct?
A. Yes.
Q. And like you, your father was also exposed to the dust from the pipe insulation work that was done by the insulators at Monsanto, correct?
MS. SIMON: Objection; form.
THE DEPONENT: He worked in a tent.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. All right. But he also worked in your area, walked around different areas, different locations at different times throughout the plant while you were there, correct?
MS. SIMON: Objection; form.
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: Yes.
MR. ROBERTS: Strike that. Let me withdraw that. I'll just start over.

Page 20

EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Your father was also exposed to the dust from the pipe insulation work done by the insulators at Monsanto. True?
MS. SIMON: Objection; form.
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: He worked in a tent.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. I understand that.
MS. SIMON: I missed that answer. I'm sorry.
THE DEPONENT: I said he worked in a tent.
MR. ROBERTS: Could I have my tech pull up the 10/7/22 deposition at page 23, lines 1 to 10?
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. I'm going to show you your prior testimony, Mr. Welch, on this subject.
A. Yes.
Q. It's up on the screen.
Can you read that okay?
A. Parts of it.
Q. Okay. The question asked was, was your father

Page 21

exposed to the insulation work that you previously described, and we're talking about Monsanto here.
Your response is yes, correct?
DEFENSE ATTORNEY: Object to form.
MS. SIMON: Objection; form.
THE DEPONENT: Okay. There we go.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. That was your testimony under oath, correct, Mr. Welch?
A. Yes.
DEFENSE ATTORNEY: Object to form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Okay. It's still true today?
DEFENSE ATTORNEY: Object to the form.
MS. SIMON: Objection; form.
THE DEPONENT: Yeah. Yes.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Okay. Mr. Welch –
MR. ROBERTS: You can take that down.
EXAMINATION RESUMED
BY MR. ROBERTS:

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 22

Q. You and I talked about your father a little bit, and you told me he didn't change his work clothes before he came home from work when he was working at Monsanto and you were living with him, correct?
DEFENSE ATTORNEY: Object to form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Stated another way, your dad wore his work clothes home while you lived with him?
A. True.
Q. You rode to work every day you worked at Monsanto with your father, correct?
A. Yes.
DEFENSE ATTORNEY: Object to form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. In your father's car?
A. My car.
Q. Your car. Okay.
So you two rode together in your car every day?
A. Yes.
Q. So you took your father home in his work clothes in your car on a daily basis during the time that

Page 23

you worked at Monsanto?
DEFENSE ATTORNEY: Object to form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Okay. And you both lived in the same house for the entire time you worked at Monsanto. True?
A. True.
Q. And, in fact, you told us that you lived with your father and in his home from age 14 to age 18, correct?
A. Correct.
Q. And part of that time, you worked together with your dad at Monsanto, but also part of that time, your dad just worked at Monsanto when you weren't there. True?
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Okay. Your employer at Monsanto never educated you to appreciate the risk of harm to health from exposure to asbestos being used by others in the workplace. True?
A. True.

Page 24

MS. SIMON: Objection; form.
DEFENSE ATTORNEY: Object to form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Your employer at Monsanto did not monitor the air in your work environment to determine whether you were being exposed to excessive amounts of asbestos dust. True?
MS. SIMON: Objection to form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Again, forgive me. I couldn't hear you if you answered, Mr. Welch.
A. True.
Q. Okay. Your employer at Monsanto never required you to avoid work areas of others who were installing and applying asbestos-containing material in the workplace, correct?
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. I want to talk to you about your health now for a

Page 25

little bit, just to shift gears here. We're going to -- we're done with Monsanto.
A. Okay.
Q. You have had type 2 diabetes for about 25 years now?
A. Approximately.
Q. You take insulation for it now?
DEFENSE ATTORNEY: Insulin.
MR. ROBERTS: Insulin. Forgive me.
THE DEPONENT: Yeah. I don't take insulation, no.
MR. ROBERTS: All right. I've got to switch -- I told you I was switching gears. My brain didn't follow.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Let me re-ask the question.
You take insulation for your diabetes?
A. No, I take insulin.
Q. Did I say it again?
A. Yes, you did.
Q. Good thing we can edit the tape.
You take insulin for diabetes?
A. Yes.
Q. All right. You have had complications from your diabetes, including two toe amputations?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 26

A. True.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. You also have a medical condition called neuropathy?
A. True.
Q. The neuropathy causes pain in your hands and feet, as well as cold sensations. True?
A. True.
Q. Back in 2009, your diabetes and neuropathy were so severe you had to stop working and applied for disability?
MS. SIMON: Objection; form. Misstates testimony.
THE DEPONENT: No. That -- that's not the only reason.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. What other reasons?
A. My shoulders and knees got where I couldn't use them.
Q. Fair enough.
A. They were weak.
Q. Your neuropathy, your diabetes, and your shoulders and knees were so problematic for you that you had to take an early retirement, stop

Page 27

working on -- and go on disability, correct?
A. Yes.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And those medical conditions -- strike that. And those medical conditions forced you to cut back on some of the things that you enjoyed doing during your lifetime, such as working on cars, drag racing, and some other hobbies. True?
MS. SIMON: Objection; form.
THE DEPONENT: Yes, I had to cut back.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And the medical conditions that we just ran through back in 2009 that caused you to stop working also affected some of the things that you enjoyed doing together with your wife, such as sightseeing, taking walks, things of that nature, travel?
A. True.
Q. And during that time, you started staying home more often than you used to, correct?
A. Yes.
MS. SIMON: Objection; form.

Page 28

EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Coming to your current medical condition, Mr. Welch, you're seeing physicians at the VA hospital in Augusta, Georgia?
A. Yes.
Q. And you're satisfied with those doctors who are caring for you?
A. Yes.
Q. And in your opinion, you're getting good, quality medical care from these doctors?
A. Yes.
Q. On direct examination, when your plaintiff's -- your lawyer was asking you some questions, you mentioned that your wife, Donna, had a severe back problem?
A. Yes.
Q. And she's had that severe back problem for probably the last 20, 25 years?
MS. SIMON: Objection; form.
THE DEPONENT: Approximately.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. All right. And that back problem has limited some of the activities that you have enjoyed

Page 29

doing with her over the years as well, correct?
A. Correct.
Q. For example, you're no longer to do, you know, things such as sightseeing, traveling, walking in park because of your wife's medical condition involving her back --
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. -- correct?
A. Correct.
Q. And your -- Donna's back problem has also resulted in you folks, over the years, spending more and more time at home, correct?
A. Correct.
Q. I want to talk about your employers from 1977 forward, Mr. Welch.
A. Okay.
Q. Focus there for me for a minute. With respect to Kmart, we're going to start at Kmart.
A. Okay.
Q. As part of your training for Kmart, you did not receive any training regarding Occupational Safety and Health Administration regulations pertaining to the use of asbestos in the

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 30

workplace --
A. No.
Q. -- correct?
A. No.
Q. Is what I just said correct?
A. Yes.
Q. Okay. And that's also true during the time you worked for M&M Tire and both times you worked for Western Auto, correct?
A. Correct.
Q. Kmart never monitored the air in your work environment to determine whether or not you were being exposed to excessive amounts of asbestos in the workplace. True?
A. True.
MS. SIMON: Objection; form.
MR. ROBERTS: If he answered, I didn't hear it.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Okay. And the same is true for M&M Tire and Western Auto both times you worked for them, Western Auto?
MS. SIMON: Objection; form.
EXAMINATION RESUMED

Page 31

BY MR. ROBERTS:
Q. Correct?
A. Correct.
Q. Kmart never required you to isolate your work areas from others while you were working with brake materials, correct?
A. Correct.
Q. And Kmart never required your coworkers to isolate their work areas when they were working with brake materials. True?
A. True.
Q. You didn't isolate your work area at all when you were working with brake materials at M&M Tire or Western Auto either, correct?
A. Correct.
Q. And at Western Auto, you had other coworkers who used brake materials from time to time, and Western Auto didn't require them to isolate their work areas either?
A. Correct.
Q. Kmart never required you to use any kind of local exhaust ventilation when you were working with brake materials, did they?
A. No.
Q. And the same is true for M&M Tire and Western

Page 32

Auto?
A. Yes.
Q. Kmart never provided any dust collection equipment for you to use in your work area. True?
A. True.
Q. And they didn't give it to any of the other coworkers at Kmart who were working in the garage along with you?
A. No.
Q. And you didn't have any dust-collection equipment provided to you by your employers at M&M Tire or Western Auto either, correct?
A. Correct.
Q. Kmart never provided you with any personal protective equipment, such as respirators?
A. Correct.
Q. And the same is true for M&M Tire and Western Auto?
A. Correct.
Q. Kmart never gave you any annual medical examinations. True?
A. True.
Q. And the same is true for M&M Tire and Western Auto?

Page 33

A. Same.
Q. Kmart never notified you that you had been exposed to asbestos in the workplace. True?
A. True.
Q. And the same is also true for M&M Tire and Western Auto?
A. True.
DEFENSE ATTORNEY: Object to the form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Kmart never posted warning signs in your work area on any subject matter, correct?
A. Not that I recall.
Q. And the same is true for all your employers after Kmart?
A. Yes.
DEFENSE ATTORNEY: Object to the form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Let me switch gears and talk to you about some of the brands of brakes that you mentioned on direct examination.
I'm going to start with Rayloc. Okay?
A. Yes.
Q. Can you put that hat on for me?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 34

Mr. Welch?
A. Yes.
Q. You recall the name Rayloc, as I understand from your direct testimony, because it was written on the box of replacement brakes. True?
A. True.
Q. You do not recall the color of the Rayloc box of replacement brakes?
A. No.
Q. You are not positive how the name Rayloc was written on the brake box, such as in block letters, print, cursive, or some other way. True?
A. True.
Q. You do not recall how the name Rayloc was spelled on the box. True?
A. True.
Q. And you do not know what color writing the name Rayloc appeared in on the box, correct?
A. Correct.
Q. And to your knowledge, there was no other writing on the box of Rayloc replacement brakes that you used over the course of your career other than the name Rayloc. True?
MS. SIMON: Objection; form.

Page 35

THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. You do not recall, one way or another, whether the Rayloc replacement brakes that you used came precision ground and ready to install. True?
A. True.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And when it came to warning labels, you did not look on the Rayloc boxes to determine whether or not there were any warnings on there, as I understand it, correct?
MS. SIMON: Objection; form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. There was nothing on the packaging, the box, or inside the box of Rayloc replacement brakes that you used over your career that instructed you to use compressed air or to sand replacement brakes prior to installation. True?
A. True.
Q. You do not recall the first year you ever

Page 36

installed a Rayloc replacement brake, correct?
A. No.
Q. Is what I said, correct?
A. Yes.
Q. Okay. And you do not recall the last year you installed a Rayloc replacement brake. True?
MS. SIMON: Objection; form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. All right. Regardless of where you used Rayloc replacement brakes, whether in your employment or at home in your shade tree work, the brake shoes and disc brakes came with linings already attached to metal. True?
A. Linings already attached to what?
Q. To metal.
A. Yes.
Q. With respect to the Rayloc friction material, the linings, there was no name written on the brake linings of Rayloc brake shoes. True?
A. I don't recall.
Q. All right. And the same thing for disc brake pads which were Rayloc. There was no names written on the friction material itself. True?

Page 37

A. I don't remember.
Q. All right. The Rayloc replacement brake shoes that you installed in your employment as an auto mechanic between '77 and 1990, as well as in your personal shade tree work, which I understand was from '58 forward, were all brand new brake shoes, correct?
A. Yes.
Q. And all of the Rayloc replacement brake shoes that you installed -- well, strike that. Coming back to your employers, Kmart, you were not involved in purchasing replacement brakes at Kmart?
A. No.
Q. You do not know where Kmart purchased any brand of replacement brake from, including Rayloc?
A. No.
Q. Is what I said, correct?
A. Yes.
Q. And the same is true for M&M Tire and Western Auto, because you were not involved with purchasing, you do not where -- know where they purchased any brand of replacement brake from, including Rayloc?
A. True.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 38

Q. To the extent that you purchased Rayloc brakes for your personal use, all of the Rayloc brake shoes and disc pads that you purchased locally were of the lowest price grade available of Rayloc brakes, correct?
MS. SIMON: Objection; form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. With respect to -- just generally speaking, when you remove -- when a customer's car came in and you removed the old brake shoes and installed new brake shoes, with respect to the old brake shoes that you were removing from vehicles, you could not identify any company that made the actual worn-out friction lining that had to be replaced. True?
A. I didn't pay attention.
Q. Right. So you didn't know who made the friction lining on the brakes that you were removing from cars in your professional work or your personal work. True?
A. True.
Q. And the same scenario with disc brake pads, with

Page 39

respect to removal of old, worn disc brake pads, either in your employment or in your personal vehicles, there were no names on those disc pads, such that you can identify the company that made the disc pads that you were removing that were worn out and needed replacement?
A. I just -- I never paid attention to it.
Q. Is my statement correct?
A. Yes.
Q. Kmart had its own store brand of replacement brakes that they primarily used, correct?
A. Correct.
MS. SIMON: Objection; form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Kmart store brand of replacement brakes were used more than any other brands of replacement brakes while you worked at Kmart?
MS. SIMON: Objection; form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And the only reason that you wouldn't use Kmart replacement brakes on a job while you worked at

Page 40

Kmart would be if Kmart had run out of its own store replacement brakes, correct?
A. Correct.
MS. SIMON: Objection; form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Like Kmart, Western Auto also had their store brand of replacement brakes which they sold and used in the service center, correct?
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: Correct.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. I didn't hear the answer.
A. Correct.
Q. Okay. And when you worked at Western Auto both times, you used more of their store brand, Western Auto store brand replacement brakes than any other brand. True?
A. True.
MS. SIMON: Objection; form.
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: True.
EXAMINATION RESUMED

Page 41

BY MR. ROBERTS:
Q. The majority of the replacement brakes that you used while you worked at Western Auto on both occasions were Western Auto store brand brakes, correct?
A. Correct.
DEFENSE ATTORNEY: Object to the form.
MS. SIMON: Objection; form.
MR. ROBERTS: If Mr. Welch responded, I didn't hear him.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And on occasion when you used other brands of brakes, the reason would be to use an other brand of brake at Western Auto would be that if Western Auto had run out of its own store brands. True?
MS. SIMON: Objection; form.
DEFENSE ATTORNEY: Object to the form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Mr. Welch, am I correct that you cannot testify here today to this jury as to the specificity of the number of times you installed a particular

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 42

replacement brake brand at Kmart?
A. Can you repeat that, please?
Q. Sure.
You can't tell me the number of times you used a specific brand of replacement brake at Kmart, correct?
A. No.
Q. And that's true for all your employer -- well, strike that.
Is what I said, correct?
A. Yes.
Q. Okay. And that is true for --
A. No, I don't know what you're talking --
Q. -- all your other employers after that time?
Let me ask this because we're getting tripped up with the electronics here.
A. Okay.
Q. You can't tell me the number of times that you used a specific brand of replacement brakes at Kmart, M&M Tire, or Western Auto?
A. No.
Q. And the same is true for your personal vehicles, you can't tell me a specific number of times you used any brand of replacement brake for your personal vehicles?

Page 43

A. No.
Q. And just to be clear, you also did work on your friends' vehicles, as well.
If I asked you the same question, would you give me the same answer?
A. Yes.
Q. All right. Am I correct that you couldn't tell me the percentage of time that you used any specific brand of replacement brake over the course of your employment and over the course of your personal use for family and friend cars?
MS. SIMON: Objection; form.
THE DEPONENT: I wouldn't be able to tell you a percentage, no.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And that's true for all the brands of brakes that you mentioned on -- with your lawyer on direct examination earlier. True?
A. Yes, yes.
Q. Coming back to your employment as an auto mechanic, starting with Kmart, I understand correctly that you installed, given the time period, a lot of semi-metallic and metallic replacement brakes during your work at Kmart?

Page 44

MS. SIMON: Objection; form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And some of those included Rayloc. True?
A. True.
Q. Okay. And at M&M Tire, given the time period that you worked there, you also installed a lot of metallic and semi-metallic replacement brakes, including Rayloc brand. True?
A. True.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. At Western Auto, both times you worked there, you installed a lot of semi-metallic, and metallic, and ceramic brakes during the time that you worked there, correct?
MS. SIMON: Objection; form.
THE DEPONENT: Later, yes.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Right.
And in your shade tree work, your -- on personal vehicles, drag racing vehicles, friends'

Page 45

vehicles, you used a lot of semi metallic, metallic, and ceramic brakes, including Rayloc brand. True?
MS. SIMON: Objection; form.
THE DEPONENT: True.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. On direct examination, we left out -- we didn't cover, on direct examination, some of your job duties during the time that you have worked at Western Auto. We can agree that you didn't just do brake changes when you worked at Western Auto, correct?
A. Correct.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. And you also did oil changes. True?
A. True.
Q. Tire replacement and repair?
A. True.
Q. Front-end alignments?
A. True.
Q. Exhaust repair?
A. True.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 46

1 Q. And shock repair?
2 A. True.
3 Q. All right. Back when we started this -- your
4 testimony, there was an Exhibit Number 2 where
5 you hand wrote out a number of your personal
6 vehicles.
7 Do you recall that?
8 A. Yes.
9 Q. All right. The personal vehicles that you
10 identified on Exhibit 2 were all purchased by you
11 as used cars. True?
12 A. True.
13 Q. And at the time you purchased the cars on Exhibit
14 2, you did not know any of the brake replacement
15 history for any of the cars which took place
16 prior to your ownership, correct?
17 A. Correct.
18 Q. And for all the cars in Exhibit 2, you do not
19 know whether you were the one who ever did the
20 first brake replacement job on any of those cars.
21 True?
22 A. True.
23 Q. On direct examination, you told your lawyer that
24 you believed that you were exposed to asbestos at
25 Monsanto and as a mechanic, correct?

Page 47

1 A. Yes.
2 Q. With respect to your work as a mechanic, you were
3 exposed to asbestos because -- at the -- strike
4 that.
5 With respect to your work as a mechanic, were you
6 -- it's not coming out the right way. I'm coming
7 down the homestretch.
8 The reason you believe you were exposed to your
9 work as a mechanic and you told the jury that is
10 because at the time you were changing brakes, you
11 knew some of them actually contained asbestos.
12 True?
13 MS. SIMON: Objection; form.
14 THE DEPONENT: True.
15 EXAMINATION RESUMED
16 BY MR. ROBERTS:
17 Q. You first learned that being -- breathing
18 asbestos dust could be harmful to your health
19 around the year 1985, you told us?
20 A. Yeah.
21 Q. And you learned that from talking to people and
22 seeing it in commercials or advertise -- or TV
23 programming, correct?
24 MS. SIMON: Objection; form.
25 MR. ROBERTS: If he answered, I didn't hear him.

Page 48

1 MS. SIMON: I don't think he did.
2 EXAMINATION RESUMED
3 BY MR. ROBERTS:
4 Q. Mr. Welch?
5 A. Yes.
6 Q. Would you like me to repeat the question?
7 A. Yes, please.
8 Q. You learned breathing asbestos dust could be
9 harmful at that time from talking to other people
10 about it and seeing it on TV commercials?
11 MS. SIMON: Objection; form.
12 THE DEPONENT: I don't remember where I learned about
13 breathing it. I just remember something --
14 EXAMINATION RESUMED
15 BY MR. ROBERTS:
16 Q. Yeah, let me rephrase the question.
17 You learned that exposure to asbestos dust could
18 be a health hazard back in 1985, right?
19 A. That's approximately, yeah.
20 Q. Yep.
21 And the way you came to that information was by
22 talking to other people about it and seeing it on
23 TV commercials, correct?
24 MS. SIMON: Objection; form.
25 THE DEPONENT: I suppose.

Page 49

1 EXAMINATION RESUMED
2 BY MR. ROBERTS:
3 Q. You told us that you saw three or four
4 commercials around that time about it, correct?
5 A. Three or four commercials? Well, I just remember
6 something about asbestos dust that was in a
7 commercial. I don't remember what it was about,
8 but --
9 EXAMINATION RESUMED
10 BY MR. ROBERTS:
11 Q. I got it.
12 In 1985, when you were talking to other people
13 and you saw this -- or these commercials, you
14 actually learned that exposure to asbestos dust
15 could cause cancer, correct?
16 A. Yes.
17 MS. SIMON: Objection; form.
18 EXAMINATION RESUMED
19 BY MR. ROBERTS:
20 Q. And between talking to the people and seeing
21 these commercials in 1985, you also learned that
22 being exposed to asbestos could be fatal,
23 correct?
24 MS. SIMON: Objection; form.
25 THE DEPONENT: I don't think it said -- I don't think

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 50

any of them said it was fatal.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Between the people that you heard talking about asbestos being harmful to health and the commercial you saw back in '85, you learned that breathing asbestos dust essentially could kill you, didn't you?
MS. SIMON: Objection to form.
MR. ROBERTS: Did he did he answer the question?
MS. SIMON: I don't think so.
THE DEPONENT: I don't remember where it said anything about it could kill you or not.
MR. ROBERTS: From my tech, could I please have the 10/7/22 transcript at page 63, lines 7 to 10.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Let me show you some of your testimony on that Mr. Welch.
A. Okay.
Q. The question was asked of you -- this is from your deposition, Mr. Welch.
So between the people talking and the commercial that you saw back in 1985, did you learn that breathing asbestos dust can essentially kill you.

Page 51

What was your answer, Mr. Welch?
A. It says yes.
Q. Okay. Still true today?
MS. SIMON: I'll object to the form.
THE DEPONENT: Yes, I guess I did.
EXAMINATION RESUMED
BY MR. ROBERTS:
Q. Okay. And going forward in time, from 1985 forward to 2000, you continued to do brake replacement work in your professional employment and your personal vehicles, correct?
A. Yes.
Q. Nobody forced you to do that. True?
A. No.
Q. Did that work by your own free will?
A. Yes.
Q. And once you learned this information back in 1985, am I correct -- well, strike that.
Between 1985 and 2000, you never changed how you did brake work at all, in terms of your work practices, correct?
A. Correct.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MR. ROBERTS:

Page 52

Q. Between 1985 and 2000 when you were doing brake replacement work, you never wore any breathing protection, such as a mask or respirator?
A. No.
Q. Let me make sure that's correct.
Was what I just said correct, you didn't wear a mask or respirator during that time?
A. True.
Q. And you made no effort to avoid any dust that was created in your work environment, correct?
A. True.
MR. ROBERTS: Mr. Welch, those are all the questions I have for you today. I thank you for your time and patience, and hopefully, I came in under my time estimate.
THE DEPONENT: Okay. Thank you. I need the take a break right quick. I got to ease down the hall for a minute.
THE VIDEOGRAPHER: Off the record at --
MS. SIMON: Can we take 10 minutes?
THE VIDEOGRAPHER: All right. Off the record --
THE DEPONENT: Yes.
THE VIDEOGRAPHER: Off the record at 1:45 p.m.
(Recess taken.)
THE VIDEOGRAPHER: On the record at 1:55 p.m.

Page 53

EXAMINATION
BY MS. RIES:
Q. All right. Good afternoon, Mr. Welch. My name is Addie Ries. We've met previously, and I just have a few questions for you here that should be pretty quick.
You were exposed to Agent Orange in Vietnam, correct?
A. Correct.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MS. RIES:
Q. And you filed a claim with the VA due to your Agent Orange exposure at least a decade or more ago?
A. Yeah.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MS. RIES:
Q. True?
A. Yes.
Q. Okay. And you were given a partial disability rating from the VA based on your Agent Orange claim. True?
A. True.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 54

Q. And you were later given a hundred percent disability rating by the VA. True?
A. True.
Q. Okay. And you've been receiving screening chest x-rays for years by the VA. True?
A. Yes.
MS. SIMON: Objection; form.
EXAMINATION RESUMED
BY MS. RIES:
Q. And moving to your mechanic work, your first job as a mechanic was in 1977 for Kmart, correct?
A. Correct.
Q. And Kmart sent you to several training courses, which included training on different aspects of auto mechanic work. True?
A. True.
MS. SIMON: Addie, can I have a running objection for asked and answered?
MS. RIES: Sure.
MS. SIMON: Okay.
EXAMINATION RESUMED
BY MS. RIES:
Q. And you received two ASE certifications, one for brakes and one in – one for front-end alignments as a result of the different training courses

Page 55

that Kmart sent you to, correct?
A. Correct.
Q. And in terms of the brake training that you received during your Kmart trainings, they showed you videos, gave you written materials, and had hands-on training as to how to do brake changes, correct?
A. Correct.
Q. And you weren't told to sand brakes during that training.
Sanding brakes was a shortcut you learned later from other mechanics. True?
A. True.
Q. Okay. And the same for using compressed air. You weren't taught to use compressed air to blow out brakes during your training.
That was another shortcut that you learned from other mechanics. True?
A. True.
Q. And you've never read any Ford vehicle manual. True?
A. Any what type?
Q. A Ford vehicle manual.
A. No.
Q. That's true that you have not?

Page 56

A. I have not.
Q. Okay. Also true that you have never read a Ford maintenance manual or bulletin?
A. No.
Q. That's true what I just said –
A. That's true, yes.
Q. – that you've never read a Ford maintenance manual or bulletin?
A. True.
Q. Okay. And it's true that Ford ever instructed you to sand brake linings, correct?
A. Correct.
Q. And same would be true for brake pads. Ford never instructed you to sand brake pads?
A. Correct.
Q. And it's true that Ford also never instructed you to use compressed air to blow out brakes. True?
A. True.
Q. And finally, it's true that you don't know the maintenance history of any Ford vehicle that you performed a brake job on. True?
A. True.
MS. RIES: Okay. That's all I have for you. Thank you, Mr. Welch.
THE DEPONENT: Okay. Thank you.

Page 57

MS. SIMON: Anybody else?
EXAMINATION
BY MS. SIMON:
Q. All right. Melvin, I've got maybe three or four questions for you.
Would it be fair to say that it was common practice among mechanics to use compressed air during the brake change process?
MR. ROBERTS: Objection; leading.
THE DEPONENT: Yes.
EXAMINATION RESUMED
BY MS. SIMON:
Q. And was it common practice among mechanics to sand new brake pads or brake linings prior to installation?
MR. ROBERTS: Objection; leading.
THE DEPONENT: Yes.
EXAMINATION RESUMED
BY MS. SIMON:
Q. Okay. You were asked about looking for warnings on boxes of Rayloc brakes.
Do you remember that?
A. Yes.
Q. Okay. Did you ever see a warning on a box of Rayloc brakes that you can recall regarding the

hazards of asbestos?
A. No.
MS. SIMON: Okay. All right. Melvin, those are all my questions.
THE DEPONENT: Okay.
MR. ROBERTS: I have nothing further on my end.
Addie? I'm hearing no reply.
Addie? Ms. Ries?
MS. RIES: Sorry. I lost my mouse for a second. Yes. Nothing further here. Thank you.
MS. SIMON: Okay. We can go off the record. Melvin, you're done. Thank you.
THE VIDEOGRAPHER: All right. This concludes –
THE DEPONENT: Thank you.
THE VIDEOGRAPHER: – today's trial deposition of Mr. Melvin Welch. We're off the record at 2 p.m.
(Deposition concluded at 2:00 p.m.)

CERTIFICATE

I, the undersigned, Traci L. Barr, RPR, Notary Public in and for the State of South Carolina, do hereby certify that the deposition of MELVIN G. WELCH was taken on the 14th day of October, 2022, that the within deponent was sworn to tell the truth, and that the foregoing is an accurate transcription of the testimony taken under oath; that all exhibits entered herein are attached hereto (if requested by counsel) and made a part of this deposition.

I further certify that I am neither counsel nor solicitor to any of the parties in said suit, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this 27th day of October, 2022.

_____

Traci L. Barr, RPR
Notary Public for South Carolina
My Commission Expires: 4/24/29

ERRATA SHEET

Melvin G. Welch, et al v. 3M Company, et al

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Under penalties of perjury, I declare that I have read my deposition held on October 14, 2022, and that it is true and correct subject to any changes in form or substance entered here.

_____ _____
Melvin G. Welch Date

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

1

1 20:16
10 15:21 20:16 50:15 52:20
10/7/22 20:15 50:15
14 13:11 23:10
18 23:11
1965 14:1 19:8
1966 14:4 19:8
1977 29:16 54:11
1985 47:19 48:18 49:12,21 50:24 51:8,18,19 52:1
1990 37:4
1:10 13:12
1:45 52:23
1:55 52:25

2

2 25:4 46:4,10,14,18 58:16
20 28:19
2000 51:9,19 52:1
2009 26:11 27:16
2022 13:12
23 20:16
25 25:4 28:19
2:00 58:17

5

58 37:6

6

63 50:15

7

7 50:15
77 37:4

8

85 50:6

A

Abex 13:16
accordance 13:4
activities 28:25
actual 38:15
Addie 53:4 54:17 58:7,8
Administration 29:24
advertise 47:22
affected 27:17
afternoon 53:3
age 23:10
Agent 53:7,14,23
agree 45:11
agreed 13:1
air 24:6 30:11 35:22 55:14,15 56:17 57:7
alignments 45:22 54:24
amounts 24:8 30:13
amputations 25:25
annual 32:21
appeared 34:19
applied 15:4 26:12
applying 24:19
approximately 15:7 25:6 28:21 48:19
area 17:17 18:17 19:18 31:12 32:4 33:12
areas 19:19 24:18 31:5,9, 19
asbestos 23:23 24:9 29:25 30:13 33:3 46:24 47:3,11,18 48:8,17 49:6, 14,22 50:5,7,25 58:1
asbestos-containing 24:19
ASE 54:23
asked-and-answered 14:19
aspects 54:14
attached 36:15,16
attention 38:18 39:7
ATTORNEY 18:12 19:23 20:8 21:5,13,17 22:6,16 23:2,17 24:2,21 25:8 33:8, 17 40:11,23 41:7,19
Augusta 28:5
auto 30:9,22,23 31:14,16, 18 32:1,13,19,25 33:6 37:3,21 40:8,17,19 41:3,4, 16,17 42:20 43:21 44:15 45:11,12 54:15
average 15:13,21
avoid 24:18 52:9

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

B

back 26:11 27:8,12,16 28:16,18,24 29:6,12 37:11 43:21 46:3 48:18 50:6,24 51:17

based 53:23

basis 15:22 16:4,12,17 18:5,9 22:25

believed 46:24

bit 15:19 18:21 22:1 25:1

block 34:11

blow 55:15 56:17

box 34:5,7,11,16,19,22 35:19,20 57:24

boxes 35:12 57:21

brain 25:12

brake 31:6,10,13,17,23 34:11 36:1,6,13,20,21,23 37:2,6,9,16,23 38:2,12,13, 25 39:1 41:16 42:1,5,24 43:9 45:12 46:14,20 51:9, 20 52:1 55:3,6 56:11,13, 14,21 57:8,14

brakes 33:21 34:5,8,22 35:5,20,22 36:12,14 37:12 38:1,5,21 39:11,17,18,25 40:2,9,19 41:2,4,15 42:19 43:17,25 44:9,17 45:2 47:10 54:24 55:9,11,16 56:17 57:21,25

brand 37:6,15,23 39:10,17 40:9,18,19,20 41:4,15 42:1,5,19,24 43:9 44:10 45:3

brands 33:21 39:18 41:14, 17 43:17

break 52:17

breathed 16:17 18:9

breathing 47:17 48:8,13 50:7,25 52:2

broom 17:18,21,23

bulletin 56:3,8

C

calibration 14:10

called 26:5

cancer 49:15

car 22:19,20,21,22,25 38:11

care 28:11

career 34:23 35:21

caring 28:8

Carolina 13:4

cars 27:9 38:21 43:11 46:11,13,15,18,20

case 13:17

caused 27:16

center 40:10

ceramic 44:17 45:2

certifications 54:23

change 17:12 22:2 57:8

changed 51:19

changing 47:10

chest 54:4

Civil 13:5

claim 53:13,24

clean 17:21

cleaned 17:17

cleaning 18:17

cleanup 18:1

clear 43:2

clothes 17:6,12 22:2,11, 24

cold 26:9

collection 32:3

color 15:5 34:7,18

commercial 49:7 50:6,23

commercials 47:22 48:10, 23 49:4,5,13,21

common 57:6,13

company 38:15 39:4

complications 25:24

compressed 35:22 55:14, 15 56:17 57:7

concluded 58:17

concludes 58:13

condition 26:5 28:3 29:5

conditions 27:6,7,15

construction 14:7

contained 47:11

continuation 13:9

continued 51:9

continuously 14:3

correct 13:19 14:1,4 15:2, 8,9,23,24 16:12,19,20,24 17:7,18 18:3 19:2,4,9,13, 21 21:4,10 22:5,7,14 23:11,12 24:20,22 27:1,23

29:1,2,10,11,14,15 30:3,5,9,10 31:2,3,6,7,14,15,20 32:13,14,17,20 33:12 34:19,20 35:14,16 36:1,3 37:7,18 38:5,7 39:8,11,12,14 40:2,3,5,10,12,16 41:5,6,23 42:6,10 43:7 44:18 45:13,14 46:16,17,25 47:23 48:23 49:4,15,23 51:11,18,21,22 52:5,6,10 53:8,9 54:11,12 55:1,2,7,8 56:11,12,15

correctly 43:23

counsel 13:2

couple 13:18

courses 54:13,25

cover 45:9

coworkers 31:8,16 32:8

created 16:11 18:2 52:10

current 28:3

cursive 34:12

customer's 38:11

cut 16:3,10 27:7,12

cutting 16:24

D

dad 18:22,24 19:7 22:10 23:14,15

daily 16:11,17 18:5 22:25

date 13:11

day 17:13 22:13,22

days 13:19 15:15

decade 53:14

DEFENSE 18:12 19:23 20:8 21:5,13,17 22:6,16 23:2,17 24:2,21 25:8 33:8,17 40:11,23 41:7,19

deponent 13:5 16:14 17:1,9 18:13 19:4,15,24 20:9,14 21:7,19 22:7 23:3,18 24:3,11,22 25:10 26:15 27:12 28:21 30:18 35:1,16 36:8 38:7 39:14,21 40:5,12,24 41:11,20 43:13 44:2,20 45:5 47:14 48:12,25 49:25 50:12 51:5 52:16,22 56:25 57:10,17 58:5,14

deposition 13:3,7,10 20:16 50:22 58:15,17

determine 24:7 30:12 35:12

diabetes 25:4,17,22,25 26:11,23

direct 15:13,16 16:21 28:13 33:21 34:4 43:18 45:8,9 46:23

disability 26:13 27:1 53:22 54:2

disc 36:14,23 38:3,25 39:1,3,5

doctors 28:7,11

Donna 28:15

Donna's 29:12

drag 27:10 44:25

due 53:13

dust 16:11,17 17:4,6 18:3,9,16 19:12 20:4 24:9 32:3 47:18 48:8,17 49:6,14 50:7,25 52:9

dust-collection 32:11

dustpan 17:18,21,23

duties 45:10

E

earlier 43:19

early 26:25

ease 52:17

edit 25:21

educated 23:21

effort 52:9

electronics 42:16

employer 23:21 24:6,17 42:8

employers 29:16 32:12 33:14 37:11 42:14

employment 36:12 37:3 39:2 43:10,21 51:10

end 17:13 58:6

enjoyed 27:8,18 28:25

entire 23:7

environment 16:11,23 18:3 24:7 30:12 52:10

equipment 32:4,11,16

essentially 50:7,25

estimate 52:15

examination 13:13 14:13,22 15:14,16 16:1,8,15,21 17:2,10 18:14 19:5,16 20:2,10,17 21:8,14,20,24 22:8,17 23:4,19 24:4,12,23 25:14 26:3,16 27:4,13 28:1,13,22 29:8 30:19,25

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

33:9,18,22 35:2,9,17 36:9 38:8 39:15,22 40:6,13,25 41:12,21 43:15,19 44:3, 13,21 45:6,8,9,16 46:23 47:15 48:2,14 49:1,9,18 50:2,16 51:6,24 53:1,11, 18 54:8,21 57:2,11,18

examinations 32:22

excessive 24:8 30:13

exhaust 31:22 45:24

Exhibit 46:4,10,13,18

exposed 19:11 20:4 21:1 24:8 30:13 33:3 46:24 47:3,8 49:22 53:7

exposure 23:23 48:17 49:14 53:14

extent 38:1

eye 17:4 18:19

F

fact 23:9

fair 26:21 57:6

family 43:11

fatal 49:22 50:1

father 19:11 20:4,25 22:1, 14,24 23:10

father's 22:19

feet 15:21 26:9

filed 53:13

finally 56:19

finished 17:15

flesh 15:19

focus 13:23 29:19

folks 29:13

follow 25:13

forced 27:7 51:13

Ford 55:20,23 56:2,7,10, 14,16,20

forgive 14:15 24:14 25:9

form 14:12 15:25 16:7,13, 25 17:8 18:12 19:3,14,22, 23 20:7,8 21:5,6,13,17,18 22:6,16 23:2,17 24:1,2,10, 21 26:2,14 27:3,11,25 28:20 29:7 30:16,24 33:8, 17 34:25 35:8,15 36:7 38:6 39:13,20 40:4,11,22, 23 41:7,8,18,19 43:12 44:1,12,19 45:4,15 47:13, 24 48:11,24 49:17,24 50:9 51:4,23 53:10,17 54:7

forward 29:17 37:6 51:8,9

free 51:15

friction 36:19,25 38:16,20

Friday 13:11

friend 43:11

friends' 43:3 44:25

front-end 45:22 54:24

G

garage 32:8

gave 32:21 55:5

gears 18:21 25:1,12 33:20

generally 38:10

gentlemen 13:15

Georgia 28:5

give 32:7 43:4

good 25:21 28:10 53:3

grade 38:4

ground 35:6

guess 17:23 51:5

H

hall 52:17

hand 46:5

hands 26:8

hands-on 55:6

happened 18:5

harm 23:22

harmful 47:18 48:9 50:5

hat 33:25

hazard 48:18

hazards 58:1

health 23:22 24:25 29:24 47:18 48:18 50:5

hear 24:14 30:17 40:15 41:9 47:25

heard 16:21 50:4

hearing 58:7

history 46:15 56:20

hobbies 27:10

home 17:13 22:3,11,24 23:10 27:22 29:14 36:13

homestretch 47:7

hospital 28:5

house 23:6

hundred 54:1

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

I

identified 46:10
identify 38:15 39:4
II 13:11
included 44:5 54:14
including 25:25 37:16,24 44:10 45:2
information 48:21 51:17
inside 35:20
install 35:6
installation 35:23 57:15
installed 36:1,6 37:3,10 38:12 41:25 43:23 44:8,16
installing 15:18 24:19
instructed 35:21 56:10, 14,16
instrument 14:10
insulated 14:25
insulation 15:4,7,10,18 16:3,10,24 17:16 18:2,18 19:12 20:5 21:1 25:7,10, 17
insulators 15:17,22 16:3, 10 17:15 18:1,16 19:13 20:5
insulin 25:8,9,18,22
involved 37:12,21
involving 29:6
isolate 31:4,9,12,18

J

job 18:24 39:25 45:9 46:20 54:10 56:21
jury 13:15 14:7 15:17 41:24 47:9

K

kill 50:7,13,25
kind 31:21
Kmart 29:20,22 30:11 31:4,8,21 32:3,8,15,21 33:2,11,15 37:11,13,15 39:10,17,19,24 40:1,8 42:1,5,20 43:22,25 54:11, 13 55:1,4
knees 26:19,24
knew 47:11
knowledge 34:21

L

labels 35:11
Ladies 13:15
lawyer 16:22 28:14 43:18 46:23
leading 57:9,16
learn 50:24
learned 47:17,21 48:8,12, 17 49:14,21 50:6 51:17 55:11,17
left 45:8
letters 34:12
lifetime 27:9
limited 28:24
lines 20:16 50:15
lining 38:16,20
linings 36:14,16,20,21 56:11 57:14
lived 19:2 22:11 23:6,9
living 22:4
local 31:21
locally 38:3
locations 19:20
longer 29:3
looked 16:23
lost 58:9
lot 43:24 44:8,16 45:1
lowest 38:4

M

M&m 30:8,21 31:13,25 32:12,18,24 33:5 37:20 42:20 44:7
made 18:16 38:15,20 39:4 52:9
maintenance 56:3,7,20
majority 41:2
make 52:5
manual 55:20,23 56:3,8
mask 52:3,7
material 24:20 36:19,25
materials 31:6,10,13,17, 23 55:5
matter 33:12

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

mechanic 37:4 43:22 46:25 47:2,5,9 54:10,11, 15

mechanics 55:12,18 57:7, 13

medical 26:5 27:6,7,15 28:3,11 29:5 32:21

meeting 13:17

Melvin 13:10 57:4 58:3,11, 16

mentioned 28:15 33:21 43:18

met 53:4

metal 36:15,17

metallic 43:24 44:9,16 45:1,2

miles 14:25

minute 29:19 52:18

minutes 52:20

missed 20:13

Misstates 26:14

monitor 24:6

monitored 30:11

Monsanto 13:22,25 15:1, 18,23 16:5,18 17:7 18:6, 11,24 19:1,7,8,13 20:6 21:3 22:4,13 23:1,7,14,15, 21 24:6,17 25:2 46:25

mouse 58:9

moving 54:10

N

naked 17:4 18:19

names 36:24 39:3

nature 27:19

needed 39:6

neuropathy 26:6,8,11,23

notified 33:2

number 41:25 42:4,18,23 46:4,5

O

oath 21:10

object 17:8 18:12 19:23 20:8 21:5,13,17 22:6,16 23:2,17 24:2,21 33:8,17 40:11,23 41:7,19 51:4

objection 14:12,18 15:25 16:7,13,25 19:3,14,22 20:7 21:6,18 24:1,10 26:2, 14 27:3,11,25 28:20 29:7 30:16,24 34:25 35:8,15 36:7 38:6 39:13,20 40:4, 22 41:8,18 43:12 44:1,12, 19 45:4,15 47:13,24 48:11,24 49:17,24 50:9 51:23 53:10,17 54:7,17 57:9,16

occasion 41:14

occasions 41:4

Occupational 29:23

October 13:11

oil 45:18

opinion 28:10

Orange 53:7,14,23

originally 15:15

ownership 46:16

P

p.m. 13:12 52:23,25 58:16,17

packaging 35:19

pads 36:24 38:3,25 39:1, 3,5 56:13,14 57:14

paid 39:7

pain 26:8

park 29:5

part 23:13,14 29:22

partial 53:22

parties 13:2

Parts 20:24

patience 52:14

pay 38:18

Penumo 13:16

people 47:21 48:9,22 49:12,20 50:4,23

percent 54:1

percentage 43:8,14

performed 56:21

period 43:24 44:7

personal 32:15 37:5 38:2, 22 39:2 42:22,25 43:11 44:24 46:5,9 51:11

pertaining 29:25

physicians 28:4

pipe 15:4,7,10,18 16:3,10 17:15 19:12 20:5

pipes 14:25 15:4,11

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

place 46:15
plaintiff's 28:13
plant 14:1,6,9,24 15:1 19:20
pleasure 13:17
positive 34:10
posted 33:11
practice 57:7,13
practices 51:21
precision 35:6
pretty 53:6
previously 21:2 53:4
price 38:4
primarily 39:11
print 34:12
prior 20:19 35:23 46:16 57:14
problem 28:16,18,24 29:12
problematic 26:24
Procedure 13:5
process 57:8
professional 38:22 51:10
programming 47:23
protection 52:3
protective 32:16
provided 32:3,12,15
pull 20:15
purchased 37:15,23 38:1, 3 46:10,13
purchasing 37:12,22
put 33:25

Q

quality 28:10
question 20:25 25:16 43:4 48:6,16 50:10,21
questions 14:19 28:14 52:12 53:5 57:5 58:4
quick 52:17 53:6

R

racing 27:10 44:25
ran 27:15
rating 53:23 54:2
Rayloc 33:23 34:3,7,10, 15,19,22,24 35:5,12,20 36:1,6,11,19,21,24 37:2,9, 16,24 38:1,2,5 44:5,10 45:2 57:21,25
re-ask 25:16
read 20:23 55:20 56:2,7
reading 13:6
ready 35:6
reason 26:15 39:24 41:15 47:8
reasons 26:18
recall 33:13 34:3,7,15 35:4,25 36:5,22 46:7 57:25
receive 29:23
received 54:23 55:4
receiving 54:4
recess 52:24
record 52:19,21,23,25 58:11,16
regular 15:22 16:4 18:5,9
regulations 29:24
remember 37:1 48:12,13 49:5,7 50:12 57:22
removal 39:1
remove 38:11
removed 38:12
removing 38:14,21 39:5
repair 45:20,24 46:1
repeat 42:2 48:6
rephrase 48:16
replaced 38:16
replacement 34:5,8,22 35:5,20,22 36:1,6,12 37:2, 9,12,16,23 39:6,10,17,18, 25 40:2,9,19 41:2 42:1,5, 19,24 43:9,25 44:9 45:20 46:14,20 51:10 52:2
reply 58:7
represent 13:16
require 31:18
required 24:17 31:4,8,21
respect 29:19 36:19 38:10,13 39:1 47:2,5
respective 13:2
respirator 52:3,7
respirators 32:16
responded 41:9
response 21:4

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

result 54:25

resulted 29:13

RESUMED 14:13,22 16:1, 8,15 17:2,10 18:14 19:5, 16 20:2,10,17 21:8,14,20, 24 22:8,17 23:4,19 24:4, 12,23 25:14 26:3,16 27:4, 13 28:1,22 29:8 30:19,25 33:9,18 35:2,9,17 36:9 38:8 39:15,22 40:6,13,25 41:12,21 43:15 44:3,13,21 45:6,16 47:15 48:2,14 49:1,9,18 50:2,16 51:6,24 53:11,18 54:8,21 57:11,18

retirement 26:25

Ries 53:2,4,12,19 54:9,19, 22 56:23 58:8,9

risk 23:22

Roberts 13:14,16 14:14, 20,23 16:2,9,16 17:3,11 18:15 19:6,17,25 20:3,11, 15,18 21:9,15,21,23,25 22:9,18 23:5,20 24:5,13, 24 25:9,11,15 26:4,17 27:5,14 28:2,23 29:9 30:17,20 31:1 33:10,19 35:3,10,18 36:10 38:9 39:16,23 40:7,14 41:1,9, 13,22 43:16 44:4,14,22 45:7,17 47:16,25 48:3,15 49:2,10,19 50:3,10,14,17 51:7,25 52:12 57:9,16 58:6

rode 22:13,22

Rules 13:4

run 40:1 41:17

running 14:18 54:17

S

Safety 29:24

sand 35:22 55:9 56:11,14 57:14

Sanding 55:11

satisfied 28:7

scenario 38:25

screen 20:22

screening 54:4

sections 15:8

semi 45:1

semi-metallic 43:24 44:9, 16

sensations 26:9

service 40:10

severe 26:12 28:15,18

shade 36:13 37:5 44:24

shaped 15:11

shift 18:21 25:1

shock 46:1

shoes 36:13,21 37:2,6,9 38:3,12,13

shortcut 55:11,17

shoulders 26:19,24

show 20:19 50:18

showed 55:4

sightseeing 27:19 29:4

signing 13:6

signs 33:11

SIMON 14:12,18,21 15:25 16:7,13,25 17:8 19:3,14, 22 20:7,13 21:6,18 24:1, 10 26:2,14 27:3,11,25 28:20 29:7 30:16,24 34:25 35:8,15 36:7 38:6 39:13, 20 40:4,22 41:8,18 43:12 44:1,12,19 45:4,15 47:13, 24 48:1,11,24 49:17,24 50:9,11 51:4,23 52:20 53:10,17 54:7,17,20 57:1, 3,12,19 58:3,11

snowstorm 16:23

sold 40:9

South 13:4

speaking 38:10

specialist 14:10

specific 42:5,19,23 43:9

specificity 41:24

spelled 34:15

spending 29:13

start 13:21 20:1 29:20 33:23

started 15:15 27:22 46:3

starting 43:22

Stated 22:10

statement 39:8

stayed 14:3

staying 27:22

stipulated 13:1

stop 26:12,25 27:16

store 39:10,17 40:2,8,18, 19 41:4,17

story 16:5

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

strike 19:25 27:6 37:10 42:9 47:3 51:18

subject 20:20 33:12

summer 14:1,4

suppose 48:25

switch 25:11 33:20

switching 25:12

T

taking 27:19

talk 18:21 24:25 29:16 33:20

talked 22:1

talking 13:18,21 15:15 16:22 21:2 42:13 47:21 48:9,22 49:12,20 50:4,23

tape 25:21

taught 55:15

tech 20:15 50:14

Ted 13:16 14:18

tent 19:15 20:9,14

terms 51:20 55:3

testify 41:23

testimony 20:19 21:10 26:14 34:4 46:4 50:18

thereabouts 14:4,5

thing 25:21 36:23

things 17:19,20 27:8,17, 19 29:4

three-foot 15:8

time 13:12 15:1,23 16:4, 18 17:6 18:6,10 19:1,7 22:25 23:7,13,14 27:22 29:14 30:7 31:17 42:14 43:8,23 44:7,17 45:10 46:13 47:10 48:9 49:4 51:8 52:7,13,15

times 17:16 19:20 30:8,22 40:18 41:25 42:4,18,23 44:15

Tire 30:8,21 31:13,25 32:12,18,24 33:5 37:20 42:20 44:7 45:20

today 13:21 21:16 41:24 51:3 52:13

today's 13:11 58:15

toe 25:25

told 14:7 15:16 22:2 23:9 25:11 46:23 47:9,19 49:3 55:9

training 29:22,23 54:13, 14,25 55:3,6,10,16

trainings 55:4

transcript 50:15

travel 27:20

traveling 29:4

tree 36:13 37:5 44:24

trial 13:10 58:15

tripped 42:15

true 14:7 15:5,11,12 16:5, 6,14 17:1,13,14 18:24 20:6 21:16 22:12 23:3,7,8, 16,18,24,25 24:3,9,11,16 26:1,7,9,10 27:10,21 30:7, 14,15,18,21 31:10,11,25 32:5,6,18,22,23,24 33:3,4, 5,7,14 34:5,6,13,14,16,17, 24 35:1,6,7,23,24 36:6,8, 15,21,25 37:20,25 38:17, 23,24 39:21 40:20,21,24 41:11,17,20 42:8,12,22 43:17,19 44:2,5,6,10,11 45:3,5,18,19,21,23,25 46:2,11,12,21,22 47:12,14 51:3,13 52:8,11 53:20,24, 25 54:2,3,5,15,16 55:12, 13,18,19,21,25 56:2,5,6,9, 10,13,16,17,18,19,21,22

tube 15:11

TV 47:22 48:10,23

type 25:4 55:22

U

understand 20:12 34:3 35:14 37:5 43:22

V

VA 28:4 53:13,23 54:2,5

vehicle 55:20,23 56:20

vehicles 38:14 39:3 42:22, 25 43:3 44:25 45:1 46:6,9 51:11

ventilation 31:22

video 13:10

videos 55:5

Vietnam 53:7

visible 17:4 18:18

Volume 13:11

W

waive 13:6

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

walked 19:19
walking 29:4
walks 27:19
warning 33:11 35:11 57:24
warnings 35:13 57:20
weak 26:22
wear 52:6
Welch 13:10,15 14:15 20:20 21:11,22 24:15 28:4 29:17 34:1 41:9,23 48:4 50:19,22 51:1 52:12 53:3 56:24 58:16
Western 30:9,22,23 31:14, 16,18,25 32:13,18,24 33:6 37:20 40:8,17,19 41:3,4, 16 42:20 44:15 45:11,12
white 15:5
wife 27:18 28:15
wife's 29:5
withdraw 19:25
wore 22:10 52:2
work 13:22,25 14:6 15:17 16:11,22 17:12,16,17 18:1,2,3,17,18 19:12 20:5 21:1 22:2,3,10,13,24 24:7, 18 30:11 31:4,9,12,19 32:4 33:11 36:13 37:5 38:22 43:2,25 44:24 47:2, 5,9 51:10,15,20 52:2,10 54:10,15
worked 14:9,24 15:1,23 16:4,18 18:6 19:7,8,15,18 20:9,14 22:13 23:1,7,13, 15 30:8,22 39:19,25 40:17 41:3 44:8,15,18 45:10,12
working 15:21 17:17 18:10 19:1 22:3 26:12 27:1,9,17 31:5,9,13,22 32:8
workplace 23:24 24:20 30:1,14 33:3
worn 39:1,6
worn-out 38:16
writing 34:18,21
written 34:4,11 36:20,25 55:5
wrote 46:5

X

x-rays 54:5

Y

year 35:25 36:5 47:19
years 25:4 28:19 29:1,13 54:5

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 4

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Brent C. Staggs, M.D.

Diplomat, American Board of Pathology

1906 Beechwood Street

Little Rock, Arkansas 72207

Phone (501) 831-0161

brentstaggs@comcast.net

January 18, 2023

RE: Melvin Welch (DOB 07/26/1948)

I have been asked for my opinion regarding the diagnosis of Mr. Welch's disease, and whether his disease was caused by exposure to asbestos. I have reviewed medical records and pathology materials of Mr. Welch, as well as a work history containing asbestos exposure information provided by the Dean Omar Branham Shirley law firm.

CLINICAL HISTORY:

Emergency department note (December 29, 2021) indicated presentation due to right flank pain persistent for the previous month. Past medical history included hypertension, hypercholesterolemia, joint pain, arthritis, gout, obesity, arrhythmia, type II diabetes, and other nonmalignant conditions. Social history indicated no prior tobacco use. Family history identified diabetes and hypertension.

Pulmonary consult note (March 21, 2022) indicated Mr. Welch was a 73-year-old male with hyperlipidemia, diabetes, hypertension, congestive heart failure, aortic sclerosis, atrial fibrillation, and anticoagulation. Chronic kidney disease was also reported along with positive antinuclear antibodies. Prior asbestos exposure was reported. Pleural effusion was identified in December 2021. Thoracentesis was performed removing 2 L of pleural fluid. A prior smoking history was reported indicating smoking cigarettes for up to 35 years but stopped 30 years previous. Occupational asbestos exposure was reported during work as a mechanic.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Discharge summary (May 10, 2022) indicated shortness of breath due to right pleural effusion concerning for mesothelioma with a history of Clostridium difficile diarrhea and microcytic anemia.

Operative report (June 1, 2022) indicated recurrent right pleural effusion with pleural thickening and mediastinal lymphadenopathy. The postoperative diagnoses included mediastinal lymphadenopathy and malignant pleural mesothelioma.

Oncology history and physical examination (August 4, 2022) indicated Mr. Welch at a history of mesothelioma, type II diabetes, atrial fibrillation, hypertension, hyperlipidemia, chronic kidney disease, and COPD. Approximately one year previous Mr. Welch began presenting with shortness of breath and pleural effusion requiring thoracentesis. Pleural effusion was persistent and recurrent eventually leading to pleural biopsies that were diagnosed as showing malignant mesothelioma.

RADIOLOGY REPORTS:

CT scan (December 29, 2021) identified a right pleural effusion with pleural thickening along with a left renal cyst and diverticulosis of the sigmoid colon. No abdominal or pelvic pathology was detected.

CT scan (March 31, 2022) indicated a history of malignant mesothelioma. Current scans identified large volume right pleural effusion with complete collapse of the right lower middle lung.

CT/PET scan (April 7, 2022) identified a small a moderate right pleural effusion with no nodular thickening of the right pleura but diffuse mildly hypermetabolic activity throughout the right pleura. No lung lesions or distant metastatic lesions were detected.

PATHOLOGY REPORTS:

Report from the Augusta VA Medical Center (CY 22 – 385, March 29, 2022) diagnosed a pleural fluid specimen as “atypical mesothelial proliferation, suspicious for malignant mesothelioma”. Atypical cells reportedly stained positive for D240 and EMA but negative for MOC 31 and WT1. Few cells were reportedly positive for calretinin but negative for CK 7, TTF-1, and CD68. Additional stains were performed indicated tumor cells positive for CK 5/6 as well as repeat calretinin along with HBME1. BAP 1 reportedly showed

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

variable nuclear positive staining with many cells showing absence of staining. Tumor cells were reportedly positive for thrombomodulin and some CK 20 but negative for B72.3 and P 63. The findings were reported as highly worrisome for malignancy.

Report from Augusta University Health (SP – 22 – 0006502, May 31, 2022) diagnosed a parietal pleura biopsy as "malignant mesothelioma". The report indicated multiple pathologists reviewed this material and agreed with this diagnosis. Tumor cells reportedly stained positive for CK 5/6, calretinin, and WT1 along with patchy positive staining for BerEp4, MOC 31, and GATA3. BAP 1 reportedly showed patchy loss of nuclear staining.

PATHOLOGY MATERIALS:

I received 12 glass slides all labeled "SP – 22 – 0006502". All slides were received previously stained, five with H&E and the remainder with immunohistochemistry. Microscopic examination demonstrated multiple biopsies of parietal pleura extensively involved by a malignant epithelioid neoplasm. Tumor cells were large with large round and oval nuclei showing mild to moderate pleomorphism, vesicular chromatin, and prominent nucleoli. Tumor cells were arranged in sheets in nests with destructive invasion throughout surrounding fibrous pleura. No mucin or keratin formation was seen. Fragments visceral pleura also showed involvement by tumor. Minute fragments of subpleural alveolar parenchyma were present but insufficient for a diagnosis of any potential interstitial fibrosis. Immunohistochemistry showed tumor cells diffusely positive for calretinin, nuclear WT1, CK 5/6, and partially positive for MOC 31 and BerEp4. BAP 1 showed loss of nuclear staining. GATA3 showed week positive staining and some tumor cells.

Based on my review of records and tissues, my diagnosis is as follows:

Pleura, right, biopsies (SP – 22 – 000-6502):

- **Primary Pleural Malignant Mesothelioma, epithelioid type.**

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ASBESTOS EXPOSURE HISTORY:

An asbestos exposure history letter provided by the Dean Omar Branham Shirley law firm reports Mr. Welch was exposed to asbestos from his occupational work as a mechanic where he changed brakes and gaskets on passenger cars, among other activities. Mr. Welch also had exposure to asbestos through changing brakes on personal vehicles and vehicles of family and neighbors. Mr. Welch also had exposure to asbestos through his work for Daniels Construction at the Chemstrand plant in Greenwood, SC from 1965 or 1966-1967. While new construction was taking place, Mr. Welch was an instrument installation specialist helper. While Mr. Welch was on site, other trades were working around him including electricians, pipefitters, insulators, boilermakers, and more.

Mr. Welch also served in the Air Force as an aerospace ground equipment repairman from approximately 1967-1970. Mr. Welch then worked at the Torrington Manufacturing plant from approximately 1970-1977. Next, Mr. Welch began his occupational work as a mechanic in approximately 1977, the same year he became a certified brake mechanic.

SUMMARY:

Based on my review of the medical records including pathology materials, I conclude that Mr. Welch has malignant mesothelioma of the pleura. The exposure history of Mr. Welch provided to me identifies a significant history of asbestos exposure. Mr. Welch developed malignant mesothelioma after an appropriate latency period following his first known exposures to asbestos.

The occurrence of mesothelioma is associated with asbestos exposure, and mesothelioma is considered by many sources to be a signal tumor, meaning it signals prior asbestos exposure. Scientifically and medically speaking, it is not one asbestos fiber or one exposure, to the exclusion of other exposures that causes a person's mesothelioma. Mesothelioma is caused by the totality of asbestos exposures, often called cumulative dose, that an individual is exposed to over his or her lifetime, taking into account an appropriate latency period. A mesothelioma occurs only after repeated exposures to asbestos over time, which in turn causes repeated damage to the mesothelial DNA and leads to mutations. It is well established that even brief or low

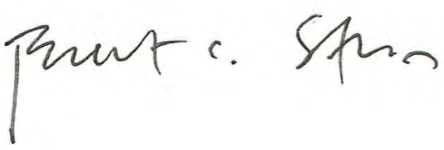
ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

exposures to asbestos can cause mesothelioma; however, it is also important to recognize that mesothelioma is a dose response disease. That means from an epidemiologic perspective, the greater the dose of asbestos, the greater the chance a given individual will develop mesothelioma, thus smaller exposures contribute smaller risks and larger exposures contribute larger risks. It is well established that exposure to both chrysotile and amphibole asbestos causes malignant mesothelioma. When I review an individual's exposure to asbestos and evaluate the causation of disease, as I have done in this case, I do not state that any contributor to the cumulative dose, no matter how small, is a significant factor to the development of mesothelioma. Rather, I review, evaluate, and consider the information available to me about an individual's identified exposures to asbestos, and only after that review will I consider causation and attribution of the asbestos exposures. My review is done in the context of additional opinions and foundation as stated in my affidavit of April 15, 2016, provided separately or attached to this report.

Based on the information available to me, that I have reviewed in this case and is described above, Mr. Welch had significant exposures to asbestos over his working lifetime. It is my opinion to a reasonable degree of medical certainty that Mr. Welch has a malignant mesothelioma that was caused by these identified and substantial exposures to asbestos.

I will supplement or amend this report as appropriate, if additional information becomes available.

Sincerely,



Brent C. Staggs, M.D.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 5

DREXEL UNIVERSITY
Dornsife
School of Public Health
Department of Environmental & Occupational Health

Arthur L. Frank, MD, PhD
Professor, Chair Emeritus

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

February 27, 2023

Aaron D. Chapman, Esq.
Dean Omar Branham Shirley, LLP
302 N. Market Street, Suite 300
Dallas, TX 75202

Re: Melvin Welch
Living Mesothelioma
DOB: 07/26/48
SS#: XXX-XX-8968

Dear Mr. Chapman:

I am in receipt of records in the case of Mr. Welch, and you have asked me to review them and render my judgment regarding any evidence of an asbestos-related disease.

In addition to an exposure history, I was sent a variety of medical records as well as a grand total of his medical bills and many of the individual records regarding his billing.

Mr. Welch was exposed to asbestos while working as a mechanic changes brakes and gaskets on passenger cars among other activities. In addition to his occupational exposure doing such work he was further exposed when changing brakes on personal vehicles and those of family members and neighbors. He was also known to be exposed to asbestos through his work for Daniel Construction at the Chemstrand facility in Greenwood, South Carolina, from 1965 or 1966 into 1967.

While new construction was taking place, Mr. Welch was an instrument installation specialist helper and was around other trades such as electricians, pipe fitters, insulators, and boilermakers who were handling asbestos-containing materials.

Mr. Welch was also exposed to asbestos while living in the family home through the work of his father who also worked for Daniel Construction as well as the same Monsanto plant where Mr. Welch worked.

Mr. Welch served in the United States Air Force as an aerospace ground equipment repairman from approximately 1967 to 1970. He then worked at the Torrington Manufacturing plant from approximately 1970 to 1977. He then started his occupational exposures as a mechanic in approximately 1977 having become a certified brake mechanic that year.

It is my expectation that I will be given case-specific testimony at the time of any trial when I will be given hypothetical questions regarding specific exposures.

3215 Market Street, Seventh Floor, Philadelphia, PA 19104 | Tel: 267.359.6048
drexel.edu | alf13@drexel.edu@drexel.edu

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

In December 2021 he presented with right flank pain with the possibility of a kidney stone. He was found to have a right-sided pleural effusion. At the same time, he was having some blood in his stool. In March 2022 he had pleural fluid drained from his chest and the cells were suspicious for a malignant mesothelioma. His treating physicians were aware of his prior exposures to asbestos. His pleural effusion recurred. In April a drainage catheter was put into his chest. An underlying mesothelioma was seriously being considered. By the end of April, he had been diagnosed with a malignant pleural mesothelioma. In May he underwent a surgical procedure and thereafter his care for mesothelioma continued. Pathology records verified the presence of a malignant pleural mesothelioma. His treatment plant was to include chemotherapy.

In reviewing the billing materials, I note that the grand total of charges sent to me were $127,436.06 which is well within the range of cost for treating a condition such as a mesothelioma.

Based upon my review of the materials sent to me, it is my opinion, held with a reasonable degree of medical certainty, that Mr. Welch developed a malignant pleural mesothelioma as a result of his exposures to asbestos. The cumulative exposure he had to asbestos, from any and all products, containing any and all fiber types, in any and all settings, including those noted above, would have contributed. All of his exposures would have been at levels above background, would have been medically significant, and therefore medically causative of his mesothelioma.

My fuller views on the relationship of exposures to asbestos and the subsequent development of disease can be found in my affidavit of December 20, 2016, which I incorporate here as if written out in full.

The hazards of asbestos have been known for more than a century and the need to protect individuals written about more than ninety years ago.

Should you have any questions about this matter please feel free to contact me.

Sincerely yours,

Arthur L. Frank MD

Arthur L. Frank, MD, PhD

ALF/kmw

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 6

MELVIN WELCH - SPIRAX SARCO SALE RECORDS

Year	Month	Day	Order	B/O	Line	Item	Description	Qty	Bill To #	Bill To Name	Bill To City	Bill To State	Ship To #	Ship To Sfx	Override Name	Override Addr 1	Override Addr 2	Override Addr 3	Override City	Override State	Override Zip
1992	2	10	1082390	0	10	190100/1	1/2"VB14 BRASS VAC BRKR(WAS 1821)	2	47135	MC JUNKIN CORP-NITRO 02	CHARLESTON	WV	47135	999	MONSANTO CO	HIGHWAY 246	ATTN LENNY DEWALD		GREENWOOD	SC	29646
1992	8	11	1096116	0	10	54060	6" CI-125 1/8SS (OLD IF)	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1992	8	11	1096116	0	20	60312	1 IN IT W/20 M SS SCRN	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1992	8	11	1096116	0	30	60311	3/4 IN IT W/20 M SS SCRN	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1992	8	11	1096116	0	40	65041	3/4"13WS AIR ELIMINATOR	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1992	2	10	1082390	0	10	190100/1	1/2 VB14 BR VAC BRKR(WAS 1821)	2	47135	MC JUNKIN CORP-NITRO 02	CHARLESTON	WV	47135	999	MONSANTO CO	HIGHWAY 246	ATTN LENNY DEWALD		GREENWOOD	SC	29646
1992	8	11	1096116	0	10	54060	6 ANSI 125 CI-125 STR W/1/8P	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1992	8	11	1096116	0	20	60312	1 NPT IT STR W/20M	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1992	8	11	1096116	0	30	60311	3/4 NPT IT STR W/20M	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1992	8	11	1096116	0	40	65041	3/4 NPT 13WS AIR ELIMINATOR	1	62985	PIPING & EQUIPMENT CO	GREENVILLE	SC	62985	999	MONSANTO COMPANY	HWY. 246			GREENWOOD	SC	29648
1996	7	1	1211172	0	10	51141	1 NPT FA-150 DRAINER	2	62985	PIPING & EQUIPMENT-GRNVLL	GREENVILLE	SC	62985	999	MONSANTO COMPANY	TAG: 07300064139	HWY 246	ATTN: SONNY MEADOWS	GREENWOOD	SC	29648
1996	7	1	1211172	0	10	51141	1 NPT FA-150 DRAINER	2	62985	PIPING & EQUIPMENT-GRNVLL	GREENVILLE	SC	62985	999	MONSANTO COMPANY	TAG: 07300064139	HWY 246	ATTN: SONNY MEADOWS	GREENWOOD	SC	29648
1997	1	28	1215890	0	10	ESG484	PUMP MODULE AS FOLLOWS	1	64410	PROCESS SYSTEMS INC	MEMPHIS	TN	64410	999	PSI CONSTRUCTION	% MONSANTO CO	(PROCESS SYSTEMS CONSTR)	1515 HWY 246 SOUTH	GREENWOOD	SC	29646
1996	7	1	1211172	0	10	51141	1 NPT FA-150 DRAINER	2	62985	PIPING & EQUIPMENT-GRNVLL	GREENVILLE	SC	62985	999	MONSANTO COMPANY	TAG: 07300064139	HWY 246	ATTN: SONNY MEADOWS	GREENWOOD	SC	29648
1997	1	28	1215890	0	10	ESG484	PUMP MODULE AS FOLLOWS	1	64410	PROCESS SYSTEMS INC	MEMPHIS	TN	64410	999	PSI CONSTRUCTION	% MONSANTO CO	(PROCESS SYSTEMS CONSTR)	1515 HWY 246 SOUTH	GREENWOOD	SC	29646
1996	7	1	1211172	0	10	51141	1 NPT FA-150 DRAINER	2	62985	PIPING & EQUIPMENT-GRNVLL	CONYERS	GA	62985	999	MONSANTO COMPANY	TAG: 07300064139	HWY 246	ATTN: SONNY MEADOWS	GREENWOOD	SC	29648
1997	1	28	1215890	0	10	ESG484	PUMP TRAP PKG, IND CUSTOM	1	64410	PROCESS SYSTEMS INC	MEMPHIS	TN	64410	999	PSI CONSTRUCTION	% MONSANTO CO	(PROCESS SYSTEMS CONSTR)	1515 HWY 246 SOUTH	GREENWOOD	SC	29646

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 7

EDWARDS
J.O. TAYLOR

0264-050-2631

EW-4245
WHB/DS

GS-53791
8-17-73

MCJUNKIN CORPORATION
P.O.BOX 15297
CHARLOTTE, NORTH CAROLINA
ATTN: JOHN PHILLIPS

DELV.	BEST METHOD	2-10TH PROX
8-30-73	9-11-73	2

1.	(2)	ONLY	2" VALVE, GATE CRANE #465 1/2, 125# BRONZE TRIM, FF FLANGE.	43.29 EA.
2.	(4)	ONLY	2" SLIP-ON FLANGES, 150#.	2.33 EA.
3.	(2)	ONLY	1" 200 LB. THREADED BRONZE GATE VALVE, POWELL #375 SD OR EQUAL.	13.52 EA.
4.	(2)	ONLY	1/2" 200 LB. THREADED BRONZE GATE VALVE POWELL #375 SD OR EQUAL.	8.19 EA.
5.	(1)	ONLY	3/4 200 LB. THREADED BRONZE GATE VALVE POWELL #375 SD OR EQUAL.	10.01 EA.
6.	(1)	ONLY	3/4 NPT BRONZE SCREWED STRAINER, 20 MESH S/S SCREEN, SARCO TYPE ST.	9.06 EA.
7.	(1)	ONLY	2" SARCO TYPE AF-125 STRAINER, SEMI-STEEL, 150# FF FLANGED, 20 MESH SCREEN.	22.11 EA.

X

AUG 2 1 1973

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04954

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CB-59791

8-17-73

JUNKIN CORP.

(2)	ONLY	8" 150# CARBON STEEL SLIP-ON FF FLANGE.	10.00 EA.
(2)	ONLY	8" X 4" CARBON STEEL CONC REDUCER, SCH 40, SEAMLESS STEEL ASTM A234.	11.08 EA.

CONFIRMING

AUG 2 1 1973

Daniel_Smith_04955

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EXHIBIT 8

3123817

1615 B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: TRIAL TERM PART 57

- X

JOHN LUSTENRING, JOHN MATTESON AND ARTHUR BARDI,

Plaintiffs,

- against -

EMPIRE ACE, JOHN CRANE, INC., THE OAKONITE COMPANY AND SPIRAX SARCO, INC.,

Defendants.

- X

Index No. 105155/01
Index No. 105240/01
Index No. 105713/01

May 20, 2002
80 Centre Street
New York, New York 10007

B E F O R E: MARCY S. FRIEDMAN, Justice, and a jury

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BY THOMAS J. BURNS, ESQ.

(Appearances continued on next page.)

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

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Michael Barfield
Official Court Reporters

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MR. O'CONNELL: That is all the questions I have.

THE COURT: Thank you, doctor. You are excused.

Members of the jury, we are going to switch gears here now. The next witness will be called by Ms. Messemer on behalf of Spirax Sarco in the Bardi case only.

Counsel.

MS. MESSEMER: I would like to call Bernard J. Radle to the stand, please.

B E R N A R D J. R A D L E, called as a witness, having been first duly sworn, testified as follows:

THE CLERK: In a loud, clear voice, state your name and address, spelling your first and last name for the record.

THE WITNESS: Bernard J. Radle. B-E-R-N-A-R-D, R-A-D-L E, P.O. Box 710, Blythewood, B-L-Y-T-H-E-W-O-O-D, South Carolina.

THE COURT: Counselor, you may inquire.

MS. MESSEMER: Thank you.

DIRECT EXAMINATION

BY MS. MESSEMER:

Q. Good afternoon, Mr. Radle.

A. Good afternoon.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Keep please keep your voice up so I can hear you back here.

Are you currently employed?

A. Yes, I am.

Q. Can you tell me by whom.

A. Spirax Sarco Incorporated.

Q. How long have you been employed by Spirax Sarco Incorporated?

A. Total time has been 50 years.

Q. That would be roughly 1972?

A. That's correct.

Q. When you first started with the company, was it called Spirax Sarco Incorporated?

A. Yes, it was. It was Sarco Incorporated, not Spirax.

Q. At some point in time did the name of the company change to Spirax Sarco?

A. Yes, it did.

Q. Can you tell me when that was?

A. That was in 1983.

Q. You mentioned you are from South Carolina?

A. Yes, I am.

Q. Is that where Spirax Sarco is located now?

A. Currently, yes. It was.

Q. When you started with the company in 1972, is that

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

where they were located?

A. No, they were not.

Q. Where were they located when you started with the company?

A. Allentown, Pennsylvania.

Q. About when was it that the company moved it's headquarters from Pennsylvania down to South Carolina?

A. 1998.

Q. Sir, for the course of the remainder of your testimony today, if we use the term Sarco Company and Spirax Sarco, can we have an understanding we are talking generally about the same products?

A. Yes, we can.

Q. Mr. Radle, have you ever testified at trial before today?

A. No, never.

Q. Have you ever given a deposition?

A. Yes.

Q. Can you tell me about when that was?

A. Last month. For this case right here.

Q. It was in this case?

A. Yes, it was.

Q. Other than that deposition testimony, have you ever given a deposition before?

A. No, I have not.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Are you being paid any extra by the company giving testimony here today?

A. No.

Q. Can you tell the ladies and gentlemen of the jury a little bit about your educational background.

A. My primary -- secondary education was in Pennsylvania. I graduated 1970 from Eastern High School. After that I went to North Karten Community College and got a two-year degree at night, followed by going to Lafayette College at night where I got to a junior status.

Q. Let's focus on your time with the company.

What is your current job title?

A. My current job title is product manager for all steam traps.

Q. What are your duties and responsibilities as a product manager?

A. I oversee the sales of the product; I oversee product development; I do pricing; I do the literature at this point. I oversee that; make sure it is correct - new literature. Also I am in charge of making sure the quality of the product is up to par.

Q. How long have you been a product manager?

A. Since 1998.

Q. When you first started with the company back in 1972, what was your job title then?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Trap assembler.

Q. What does a trap assembler do?

A. After the components were machined, they come to the assembly department and we assemble the components of the trap together into a complete product.

Q. How long were you a trap assembler?

A. From '72 to '74, 75.

Q. In 1974 or 1975, did your job title change?

A. Yes, it did.

Q. To what?

A. Steam trap tester.

Q. What is a steam trap tester?

A. They take the completed traps, hook them up on a steam line, charge them up with steam, add water to them to make sure the trap opens and closes and operates correctly, meaning that it is shut off tight. Also there is no leakage in the castings, covers or gaskets.

Q. How long were you a steam trap tester for?

A. Until about 1977.

Q. Did your job title change?

A. Yes, it did.

Q. To what?

A. I moved into the laboratory as laboratory technician.

Q. As a laboratory technician, what were your duties

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

and responsibilities?

A. Basically test products from the R&D standpoint, quality control issues, return materials issues. All things of that nature.

Q. How long were you a a laboratory technician?

A. From 1977 through 199 -- 1984.

Q. In 1984 your job title changed?

A. Yes, it did.

Q. What did it change to?

A. Applications engineer.

Q. What is an application engineer?

A. We basically operate off of phones and help either our own salespeople, distributors and customers size and select product, troubleshoot product, look at systems design. Things of that nature.

Q. How long were you an applications engineer for?

A. From '84 up until '98.

Q. Which brought you into your product management position?

A. Which brought me where I am right now.

Q. Mr. Radle, over the course of your appointment with Sarco Company and Spirax Sarco, did you gain a familiarity with the company's product line?

A. Yes, I did.

Q. Has that product line remained relatively constant

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

over the time period you have been with the company?

A. Yes, it has.

Q. If I can have you focus your attention on the time period beginning when you started with Sarco in '72 up until about '86 or so. Okay?

A. Yes.

Q. Is one of the types of products that Sarco and Spirax manufactures called a steam trap?

A. Yes, it did.

Q. Can you tell the ladies and gentlemen of the jury what a steam trap is?

A. It is a relatively simple device.

Q. Does Spirax Sarco make one type of steam trap or various types?

A. There are various types. Generally considered five different styles.

Q. Now, are all of these styles constructed in pretty much the same way, or do they vary?

A. Yes, they are constructed very similar. They are also comprised of typically a body and a cover. Although the internal workings might be different, the main part of the trap is relatively the same.

Q. In addition to a body and cover, are there any other types of products that tend to be used throughout the assembly, Spirax Sarco steam traps?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. You hit the internal mechanism which is inside the trap that operates the trap. In some cases you have a gasket as well.

Q. Are the gaskets the same in all five types of steam traps?

A. No. Two types have gaskets throughout their line; two types have no gaskets; and one type has no gasket in most of its volume, with one or two products in that line.

Q. Can you tell me the type of steam trap that has no gasket of any kind?

A. The thermodynamic, and the liquid.

Q. You said there is another type of trap that sometimes has gaskets and sometimes does not.

A. The radiator style or thermostatic trap. The highest volume is the radiator trap. That has absolutely no gaskets. There are two very low production traps that have a --

Q. Are those particular types of traps used in any particular application?

A. Yes. There are two low production items that are basically used in chemical applications. I am talking about chemical plants and the United States Navy.

Q. Sir, you said that there are two types of traps that do have gaskets?

A. That's correct.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Can you tell me what type of traps those are?

A. Right. The flow thermostatic-type trap does have a gasket, in all cases, as does the inverted bucket trap in all cases.

Q. Do both of these types of traps serve essentially the same type of purpose?

A. Yes, they do

Q. The gasket that you mentioned, can you describe that for me?

A. Yes. It is a graphite asbestos-type gasket. Roughly, it is about a thirty-second to a 16th thick. It basically goes around the flange or the outer periphery of the trap to seal the cover to the body.

Q. Can you tell me the consistency of these gaskets?

A. If you wanted to make it into something that would be more explainable, if you have ever taken the back of a tablet off, the cardboard piece, the gasket is similar to that in structure, although it is a little bit more waxy and slippery than the back of a cardboard piece on a tap.

Q. Does Spirax or Sarco manufacture those gaskets?

A. Spirax Sarco manufacturers no gaskets.

Q. What is your understanding as to who is the manufacturer of those gaskets?

A. The manufacturer of the gaskets from my understanding is Garlock.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. You mentioned there is a gasket in that as well?

A. There is a graphite asbestos gasket within that unit.

Q. Is that the type of gasket you described for the jury?

A. Other than it is cut in a different shape.

Q. Where does the gasket fit in the inverted bucket steam trap?

A. With the top of that bucket. We are talking about that can has a flarge around the top. The gasket lies on top of that. The cover lies on top of that, then it is bolted together.

Q. Now, on these steam traps we talked about, how mary graphite asbestos gasket are there?

A. Only one per trap.

Q. Sir, have you ever assembled a steam trap before?

A. Yes, during my years in the trap assembly department.

Q. Again, recognizing that there are five different types of traps, is the assembly relatively the same?

A. Pretty much the same in all the traps. You have to put the cover onto the body and put the mechanism into the cover.

Q. That is what I was just going to get to, sir.

Let's talk specifically about the traps that have

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

this graphite asbestos gasket we have been talking about.

Can you tell the jury how do you assemble these steam traps?

A. The first part of the process is you would take the cover. You would screw the mechanism in. The mechanism is the part that makes the trap open and close and shut or turn off or on. You mount that on the cover. You take the body and set it down. You lay the gasket on top of that. You would take the cover with the mechanism on it, set it on top of the body and then put the bolts in and put the top together.

Q. You mentioned the placement of the gasket.

Do you have to use any tools to put it to size?

A. No. All you do is lay it on top of the trap body because the gasket itself is already previously cut exactly to shape and size that it needs to be.

Q. About how many steam traps have you assembled over the course of your career at Sarco?

A. Many, thousands.

Q. Did you ever disassemble a Sarco steam trap?

A. Yes, I have.

Q. Can you tell me how many times you have done that?

A. 500 or more times.

Q. Can you give me approximate age and ages of the steam traps you have taken apart?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. They can range from a brand new one that didn't work and we had to take it apart right after steam test, or they could be as old as 20 years old that a customer sent back just for us to look at it to see what the problem was with the trap.

Q. In addition to disassembling new traps for whatever reason that are taken apart at the plant or traps that are sent in, are there any other types of steam traps that you have assembled?

A. Yes. We ran consistent live tests on traps. We would run them just for the fact we wanted to test the trap to see how it functioned and see how it lasted under real conditions. Periodically, whether the trap was working or not, we would strip it down, take a look at the parts and make sure that they weren't worn badly or anything like that. We would put a new gasket back in and put it in the system and let it operate again.

Q. Let's change gears for a minute.

The Sarco Company and Spirax Sarco also manufacture a product called a strainer?

A. Yes, we do.

Q. Can you tell the ladies and gentlemen of the jury what a strainer is?

A. Strainer is a very -- again almost like a piped fitting. Its function is to remove dirt from the system to

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

protect a piece of equipment downstream. The strainer screen is very similar. It is made of wire mesh, similar to a screen in the window; typically stainless steel. the strainer is a cylinder that fits down in the body so that when the flow comes in, it is called a Y-strainer in most cases. It looks like a Y. I am not talking about a capital Y. I am talking about a lower-cased Y that lays on the side so you have got the strainer with the flow going that way and the piece coming out this way where the basket is contained. Then there is a cap on there that holds the basket in place. That is where the dirt accumulates.

Q. Sir, does Sarco make one type of strainer, or is there more than one type?

A. There are several. Mainly different sizes more than anything else. The majority we manufacture are Y strainers.

Q. Are they constructed the same?

A. Yes. They are just bigger and smaller. With one difference is most of the smaller strainers - that is the bulk of the ones that we manufacturer - are screw thread. There is no gasket within that strainer. It does not have a bottle on it.

Q. Has this general construction for strainers remained relatively constant from the first time it first started with the company in '72 up until the present?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Yes, it has.

Q. You did mention that some of the strainers have a gasket?

A. So of them do.

Q. Are these the larger strainers?

A. These would be two and a half and above would have a gasket in them.

Q. Can you describe those gaskets for me.

A. Those are also graphite asbestos gaskets in that time period. That gasket is identical to the type of gasket that you will find in a steam trap.

Q. Strainer. Is there one graphite asbestos gasket in those that do have the gasket, or more than one?

A. There is only one gasket.

Q. What is your understanding gaskets are made of?

A. They are made of graphite, as in that time period.

Q. Sir, have you ever assembled a strainer before?

A. Yes.

Q. Can you tell me about how many times you have done that?

A. Again, that would be in the thousands, but mainly it would be the smaller sizes because those are the higher volume units. I have also done the larger ones, but on a much lessor basis.

Q. About how many times have you assembled the larger

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

strainers that do have the graphite as gaskets?

A. Maybe a hundred or more times.

Q. Sarco doesn't manufacture these gaskets either, correct?

A. No, they do not.

Q. Thinking of the larger strainers that have a gasket in it.

A. Yes.

Q. Can you tell me how you go about assembling them?

A. You lay the body so that you can put the assembly into it and the body is sitting there. You slide the screen in. You lay the gasket on. You lay the cover on. You drop the bolts in and you tighten the unit up.

Q. Conversely, have you ever taken a strainer apart?

A. Yes.

Q. Ever taken apart the kind that has the graphite asbestos gasket in them?

A. Yes.

Q. About how many times have you done that?

A. Maybe 20, 30 times.

Q. Can you tell me the range and ages of the strainers you have take apart?

A. Again, they would vary from, you know, less than a year or close to new up to 10, 20 years.

Q. What were the circumstances that you were taking

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

these strainers apart?

A. Again, they would come back in and there might be a crack or some fracture possibly in the body. We would have to inspect it and see what the problem actually was.

Q. Did you also have a testing line for the strainers as well, or no?

A. No. Only strainers we had in the plant for that would be the ones in actual service plant, which we did have those as well obviously.

Q. Mr. Radle, in the process of taking apart a steam trap, do you have to do anything with the removal and replacement of that graphite asbestos gasket?

A. Typically when you remove bolts, the cover is going to be probably a little bit stuck to the casting or to the gaskets and would stay together. You would normally take a hammer and just tap on the metal cover, which would break that adhesion.

Q. Let me take you back, though.

Just generally when you have taken apart a steam trap, do you come into contact with that gasket?

A. Yes.

Q. How about when you are taking apart those strainers, the larger strainers that have the gasket in them. Did you come upon the gasket in the course of taking apart the strainer?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Yes.

Q. Roughly you have taken apart steam traps and strainers continually using graphite gaskets some 500 --

MR. BLOCK: Objection.

Q. -- in total assembled steam traps and strainers --

MR. BLOCK: Objection.

Q. -- that contains the graphite as gasket --

THE COURT: Overruled. You may answer.

A. Five to 600 times.

Q. Is the process of removing the graphite asbestos gasket in a steam trap and strainers relatively similar?

A. Virtually identical.

Q. Sir, let's focus in on taking the gaskets out.

When you would that, would you wear any type of protective gear?

A. No, I do not.

Q. Tell the jury now in greater detail - you touched upon it earlier - how it is that you go about removing the graphite asbestos gaskets from the Sarco steam pipe and strainer.

A. First you would remove the bolts from that cover, and then typically you would take a hammer and just tap on the cover itself until the cover became loose so you could lift it off with your hand. In many cases, the gasket would either stick to the body or would stick to the cover.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. At that point in time, how would you remove the graphite gasket from the Sarco product?

A. Okay. We would take either a scraper relatively sharp edge or possibly a screwdriver and physically scrape it off the surface.

Q. Can you describe for the jury what the gasket looks like in the course of removing it from the Sarco steam trap strainer?

A. Typically when you scrape it, it is going to break off and come off in pieces. Pieces could -- keep in mind they are about that thick or thinner. They would come off and possibly strips that long, maybe that long, or come off in pieces maybe the size of your finger nails as you are running the scraper across the surface.

Q. What is a scraper?

A. Just a sharp object that you typically use -- little heavier duty than, I would say, a paint scraper is but a little bit thicker. You put a little force on it to renove the gasket.

Q. Is it a hand tool or power tool?

A. Hand tool. We never use power tools for the renoval of gaskets.

Q. Other than a scraper, have you ever removed a gasket with any other type of tool?

A. No, just a screwdriver.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Can you approximate based on your experiences how long it takes to remove a gasket from a Sarco steam trap strainer?

A. Varies due to the size of the trap. I would say no more than five minutes.

Q. Once a gasket is off, you then put a new one in?

A. Typically, yes.

Q. And can you explain to the jury how you do that?

A. You would lay the gasket on to the body, set the cover on, and that gasket is now contained between that body and cover. You put the bolts in.

Q. Do you have to use any tools to fit the gasket into the product?

A. No.

Q. Let me take you back to the process of actually taking the gasket -- the graphite asbestos gasket off the Sarco steam pipe strainer.

When you were removing the gasket, did you have a chance to observe the pieces of the gasket, the ones that were removed from the Sarco steam trap restrainer?

A. Yes. They would come off or either hit the bench or drop on to the floor. When they did so, they pretty much remained as they were when they fell free of the trap itself. The gasket material is relatively rugged due to the fact that the binder wants to hold everything together.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MR. BLOCK: Objection, move to strike.

THE COURT: Denied.

Q. Sir, after the gasket material had either come to rest on the bench or on the floor, did you ever step on it?

A. Sure.

Q. Did you make any observations about the pieces of graphite asbestos gaskets after you stepped on it?

A. There was basically no change.

Q. Did you ever have to clean up the pieces of the graphite asbestos gasket off of either the bench or floor?

A. Oh, yes, all the time.

Q. How would you do that?

A. Sweep it up put it in the waste basket and throw it out.

Q. In the course of the sweep up and discarding of the graphite asbestos gasket, did you have a chance to observe the pieces of the gasket?

A. They were still pretty much in the same shape as when they fell off the trap. They didn't shatter or fall apart or do anything like that.

Q. Now, once you were done removing the pieces of gasket from the Sarco steam trapper or strainer, did you ever observe the blade of your scraper?

A. Yes.

Q. What did that look like?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Because the gasket material is relatively hard, it doesn't want to stick to anything. It wants to fall away once you break it away.

Q. You didn't wear any gloves when you were doing this, right?

A. No.

Q. After you were done removing and replacing the graphite asbestos gasket, did you ever look at your hands?

A. Yes.

Q. What did they look like?

A. Dirty, but mainly from the outside of the trap or the inside of the trap. Because I would have my hands inside where the condensate had been and the steam, you would have dirty deposits on all the parts in the inside of the trap. My hands would mainly be rusty.

Q. How about your clothes. What would they look like?

A. I didn't get any rusty water on them, they would be fine.

Q. In addition to your own personal experiences, did you ever have an opportunity to observe other people remove and replace graphite gaskets from the Sarco steam traps?

A. During my years, from time to time we would have to go out on the job sites for troubleshooting or helping out people with different problems within the system. On

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

several occasions I have seen gaskets removed due to the fact that I wasn't allowed to remove them because of the site.

Q. How about observing any other individuals removing the graphite asbestos gaskets from the Sarco strainers. Did you ever have an opportunity to see that?

A. Yes.

Q. When was that?

A. On the individuals where I went out to troubleshoot and we asked them to open the trap up so we could take a look at them. They would have a maintenance mechanic come up and open it up. He would typically, again, have a sharp scraper and would scrape the gasket free. We would take the trap, look at the internals or replace them and then reassemble that trap.

Q. In the course of your observations of other people removing the gaskets from the Sarco products, were those observations consistent with what you just told the jury as far as your own personal experiences?

A. Yes, because they were using basically the same tools.

Q. Sir, the information you are telling the jury is based either on your own experiences using the traps or your own personal observations of other people, correct?

A. That's correct.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MR. BLOCK: Objection.

THE COURT: I will have to hear the question.

(The record was read.)

THE COURT: Overruled. You may answer.

A. Yes.

MS. MESSEMER: Your Honor, that is all I have of this witness.

THE COURT: Members of the jury, we will take five minutes before the cross-examination. We have had a rough day in terms of getting going today. Let's let this only be five minutes, please.

(The jury exits the courtroom.)

(There was a recess.)

THE COURT: Mr. Block, cross-examination.

MR. BLOCK: Thank you.

CROSS-EXAMINATION

BY MR. BLOCK:

Q. Mr. Radle, good afternoon.

A. Good afternoon.

Q. Spirax Sarco was your employer?

A. That's correct.

Q. They pay your salary?

A. Yes, that's correct.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. They pay you health benefits?

A. That's correct.

Q. You expect to get some sort of retirement or pension from Spirax Sarco when you happen to retire.

A. Hopefully.

MS. MESSEMER: Objection.

THE COURT: Overruled.

Q. In the 30 years you have been with Spirax Sarco, is it fair to say that you have discharged your duties in the best interest of your employer?

MS. MESSEMER: Objection.

THE COURT: I'll allow it.

A. Yes.

Q. Sir, I notice that there was another gentleman sitting with you throughout the day.

Could you tell me who this gentleman is here back here?

A. One of our lawyers.

Q. Is that one of the Spirax Sarco lawyers?

MS. MESSEMER: Objection.

THE COURT: I'll allow it.

Q. Is that one of Spirax Sarco's lawyers, sir?

A. No.

Q. To your knowledge, does this lawyer work for a firm that is representing Spirax Sarco in this case?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. I don't believe so.

Q. Sir, does that lawyer work with Ms. Messemer's firm?

A. Yes.

Q. Sir, in the past four weeks, how many hours would you estimate you have spent with this gentleman who you have identified as an attorney representing Spirax Sarco?

A. One or two.

Q. One or two hours?

A. Yes.

Q. Sir, did he represent you in a deposition in this case?

A. Yes. I thought you were talking about other than the deposition.

Q. No, sir. Including the deposition.

The question was, how much time had you spent with this lawyer in the back of the room of Spirax Sarco in the past four weeks, including today?

A. Including today, ten hours.

Q. Without going into the substance of any conversations, you have certainly spoke to Spirax Sarco's lawyers about your testimony today, haven't you, sir?

MS. MESSEMER: Objection.

THE COURT: Sustained.

Q. From 1972, the year you started with Spirax Sarco,

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

through the year 1986, Sarco manufactured five different types of steam traps, correct?

A. That's correct.

Q. And the thermostatic traps, all of these contain a graphite asbestos gasket, correct?

A. That's correct.

Q. Just so I am clear. You can look at Spirax Sarco Exhibit 6. You should see No. 6 in front of you.

A. Yes.

Q. Going to the second page of Spirax Sarco 6, am I correct, sir, that trap FT15 contained a graphite asbestos gasket?

A. Yes, it.

Q. There are five different models of trap FT15; is that right?

A. That's correct.

Q. FT30 contains a graphite asbestos gasket, correct?

A. That's correct.

Q. There are five different models of trap FT30, right?

A. Yes.

Q. And there are five different models of FT75 that also contain a graphite asbestos gasket, correct?

A. That's correct.

Q. There are five different models of FT525 that also

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

contains graphite asbestos gaskets?

A. That's correct.

Q. There are five different models -- four different models of FT150, and each of these contain graphite asbestos gasket, correct?

A. That's correct.

Q. There are four models of FT200. All of those contain graphite asbestos gaskets, correct?

A. That's correct.

Q. It is also true that all of the inverted bucket traps contained a graphite asbestos gasket, right?

A. That's correct.

Q. Looking at Spirax Sarco Exhibit 7, Page 2.

The B1X trap contained a graphite asbestos gasket?

A. Yes.

Q. The B2 contained a graphite asbestos trap?

A. Yes.

Q. As well as the B3 trap, that's correct?

A. Yes.

Q. B4 and B5 traps also contained graphite asbestos gaskets, right?

A. That's correct.

Q. Sir, the liquid expansion trap didn't contain a gasket of any kind; is that right?

A. A brass gasket.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Right. It didn't contain asbestos gaskets?

A. Exactly.

Q. The term, though, dynamic trap didn't contain a gasket of any kind; is that right?

A. No. It has cap, a body and a disc. No gasket.

Q. So a gas gasket is not used to secure the cover of the body with the thermodynamic traps?

A. It has a metal to metal seal. It has a cone ridge. It seals it and bites into the body.

Q. The gasket is not used to make that connection?

A. In that trap, correct.

Q. Thermostatic trap. I believe you testified that the overwhelming majority had no gasket at all?

A. That's correct.

Q. So, sir, assuming that Mr. Bardi has testified that Sarco traps he worked with utilized the gasket that he would have been using out of the flow thermostatic gasket or the inverted bucket -- I'm sorry. The flow thermostatic gasket or bucket --

MS. MESSEMER: Objection.

THE COURT: Overruled.

A. Yes.

Q. And assume Mr. Bardi has testified that he removed asbestos-containing gaskets from Sarco steam traps in 1960 through 1985. Then the Sarco steam traps from which he

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

would have removed asbestos-containing gaskets would have been also the flow thermostatic steam trap and inverted bucket steam trap, correct?

MS. MESSEMER: Objection.

THE COURT: Overruled.

A. If they had a gasket.

Q. Sir, you just testified that the inverted bucket steam traps had a graphite gasket?

A. Yes.

Q. So the flow thermostatic steam traps --

A. That's correct.

Q. So if Mr. Bardi testified that he removed asbestos gaskets from Sarco steam traps, it would have been those two types of steam traps, correct?

A. It would have had to have been.

Q. The gasket that Mr. Bardi removed from those traps, assuming they were the originally-installed gaskets, would have been made from graphite asbestos, correct?

A. That would be correct.

Q. Sir, you have very little knowledge as to the actual makeup of those graphite asbestos gaskets, correct?

A. Right. The manufacturer of the gasket knows what is in them from the total point of view, yes.

Q. So you don't -- sir, is it fair to say you have very little knowledge as to the actual makeup of those

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

graphite asbestos gaskets?

A. Correct. I am not a gasket expert.

Q. It is fair to say that these graphite asbestos gaskets would normally have to be replaced when the cover of the trap was removed from the body; isn't that right?

A. That's correct.

Q. And the asbestos containing gaskets would also have to be replaced if leaking was taking place, right, sir?

A. If that was the case, yes.

Q. And sir, one of the problems of gaskets is sometimes they leak, wouldn't you agree?

A. Not very often.

MS. MESSEMER: Objection.

THE COURT: Was there an objection?

MS. MESSEMER: Yes.

THE COURT: Overruled.

Q. Let's take a look at Spirax Sarco 21.

Am I correct that this is a -- I will let you get there, sir. Is it fair to say that this is a brochure from Sarco dated March 1978 -- strike that.

Is it fair to say that this says bulletin from Sarco dated March 1978 regarding a thermodynamic steam trap?

A. Yes.

Q. Sir, one of the characteristics of this trap is that it doesn't use a gasket?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. That is correct.

Q. Isn't it true than one of the touted benefits that Sarco told the consuming public is that there was no gaskets to be leaked at the bottom left of this brochure?

MS. MESSEMER: Objection.

THE COURT: Is this in evidence?

MS. MESSEMER: It is. I am objecting to the form.

THE COURT: You may answer.

A. That is true.

Q. So if Sarco didn't think that leaking was a typical problem of gaskets, they certainly wouldn't have marketed this to tell the consuming public this has no gasket to leak?

MS. MESSEMER: Objection.

THE COURT: Overruled.

A. They did it that way because it is less parts. It is marketing less parts. It is preliminary a simpler device.

Q. Sir, one of benefits that Sarco claims for this thermodynamic trap is that it has no gaskets to leak, right, sir?

A. That is what it says.

Q. After the old gasket is removed from an old Sarco steam trap, a new one would have to be installed; isn't that

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

right, sir?

A. That's correct.

Q. In the years 1972 to 1986 when you worked at Sarco, replacement asbestos-containing asbestos gaskets were sold by Sarco?

A. Graphite asbestos gaskets were sold by Spirax Sarco, yes.

Q. And what the user would do is they would look at a spare parts list that Sarco gave to the consuming public and the consumer would order a graphite gasket, or however many they needed, and then Sarco would actually sell that product to the end user, correct?

MS. MESSEMER: Objection.

THE COURT: Overruled.

A. Directly to an end user, not normally.

Q. Sir, Sarco had a spare parts list, didn't they?

A. Yes.

Q. Let's look at --

A. It would basically --

Q. Sir, I didn't finish my question.

Sarco did have spare parts list, correct?

A. Yes.

Q. And it's true, is it, sir, that if an end user ordered a part or a kit for a graphite gasket, then that kit or part would then be sold by Sarco to the consumer; isn't

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

that right?

A. Yes, through a distributor normally.

Q. Sir, the distributor would sell the graphite gasket in some packaging; isn't that right?

A. Yes.

Q. And that packaging would bear the Sarco name; isn't that right, sir?

A. That's correct.

Q. Now, the graphite asbestos gaskets that were used -- strike that.

Sir, in addition to purchasing replacement graphite asbestos through Sarco, isn't it true, sir, that a consumer could also use an equivalent gasket manufactured by other companies?

MS. MESSEMER: Objection.

THE COURT: What is the basis?

MS. MESSEMER: Cause for speculation.

THE COURT: I'll allow it.

A. What the customer did we had no control over.

Q. Circumstances, sir. Let me repeat my question.

Isn't it true that the design of the steam traps were such that if a customer wanted to use an equivalent gasket manufactured by another company that could occur?

A. Yes.

Q. Sir, the particular Garlock gasket five as

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

manufactured by Sarco under steam trap was known as type 702.; is that correct?

A. Yes, that's correct.

MR. BLOCK: May I approach, your Honor?

THE COURT: Yes.

MS. MESSEMER: May I see that, counselor?

(Perusing.)

Q. Sir, does this appear to be a document from the Garlock Company from whom Sarco purchased graphite asbestos gaskets?

MS. MESSEMER: Objection, your Honor. May we approach?

THE COURT: Yes.

(There was a sidebar discussion on the record.)

THE COURT: You may continue.

MS. MESSEMER: The basis of my objection to any line of inquiry involving this document is actually threefold. First of all, it is a hearsay document.

Secondly, there is absolutely no foundation that this man has ever seen this document, let alone having any ability to provide testimony regarding what obviously is a document that is made on behalf of another key defendant in this

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

litigation.

Thirdly, the form of the question he is asking appears to be in itself objectionable.

THE COURT: This is a document in evidence?

MR. BLOCK: It is not.

MS. MESSEMER: It is not.

MR. BLOCK: Being used --

THE COURT: It appears from its face to be a Garlock document.

This objection may be well founded. You can try to lay a foundation but otherwise I will sustain it.

You may continue, counselor.

MR. BLOCK: Thank you.

BY MR. BLOCK:

Q. Sir, from the cover of the document I have shown you, does this appear to be a document that came from Garlock, the manufacturer of the graphite asbestos gaskets that was used by Sarco?

MS. MESSEMER: Objection.

THE COURT: Isn't that the same question or very similar?

Q. Sir, I would like you, if you could, review the cover sheet of this document as well as page number 10. Then I would like to ask you a question about whether you

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

are aware of the use of equivalent gaskets that were equivalent to Garlock 7021.

Can you review that for me, sir?

MS. MESSEMER: Objection.

THE COURT: You can certainly look at the document, then you can put the question to him.

Q. Sir, have you reviewed Page 10?

A. Yes.

Q. Now, based on your review of that document, are you able to say whether there was in fact equivalent gaskets to Garlock 7021?

MS. MESSEMER: Objection.

THE COURT: Sustained.

Q. Sir, in your career with Sarco, did you ever see anything stamped Garlock?

A. In partiality, yes.

Q. Sir, look at the cover page of this document.

Is this lettering familiar to you?

MS. MESSEMER: Objection.

THE COURT: I'll allow that.

A. Not really, because you only got pieces of gaskets and Garlock was never printed up wholly.

Q. It is your testimony, sir, that you do not know either way whether customers would use equivalent gaskets to the Garlock 7021 when they replaced the gaskets of Sarco

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

steam traps?

MS. MESSEMER: Objection.

THE COURT: Would counsel approach, please. I will do this off the record.

(There was an off-the-record discussion.)

THE COURT: Counsel, are you going to withdraw that question?

MR. BLOCK: I am.

BY MR. BLOCK:

Q. Just so we are clear: You are aware that companies did make gaskets that were equivalent to Garlock gaskets 7021 that were used in Sarco steam traps?

A. No.

Q. You aren't aware either way?

A. The gasket was such a minor part. We have sold gaskets. We don't advocate anybody buying other people's gaskets.

Q. You aren't aware either way whether there were equivalent gaskets to the Garlock 7021 gaskets used in these Sarco steam traps? You are not aware either way?

A. Right.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Radle-cross-Black

(Whereupon, Michael Barfield relieves Anthony Armstrong as the Official Court Reporter.)

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A Right.

Q And sir, you are not aware whether customers out there or -- strike that, sir.

You are not aware if steamfitters in the field did or did not use equivalent gaskets to the Garlock 7021 when replacing the gaskets in the Sarco steam traps because you weren't in the field; is that right, sir?

MS. MESSEMER: Objection.

THE COURT: Overruled.

A When I was in the field they used a gasket. What they did when I wasn't there I would have no idea.

Q Now, sir, in the 30 years that you worked for Sarco is it your testimony that you never saw a complete Garlock label even though they were pretty much or the exclusive supplier of graphite asbestos gaskets?

MS. MESSEMER: Objection.

THE COURT: Sustained as to form.

Q Sir, is it your testimony that you never saw or witnessed a full label that said Garlock on it in all your years with the Sarco company?

A Yes, because we got the gaskets already stamped out. So you would get parts of it because the gaskets were fairly thin.

Q You never got any literature from Garlock?

A No.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q Never saw any bills from Garlock?

A No, I did not.

Q And sir, prior to your employment in 1972 do you have any reason to believe that Sarco was not manufacturing the same kind of steam traps with the same graphite asbestos gaskets?

MS. MESSEMER: Objection.

THE COURT: Sustained as to form.

Q In fact, sir, to your knowledge Sarco was manufacturing traps with graphite asbestos gaskets even before you started your employment in 1972; isn't that right?

MS. MESSEMER: Objection.

THE COURT: What is the basis?

MS. MESSEMER: It calls for speculation.

THE COURT: The question is to your knowledge. I will allow it. If you know you may answer.

A Yes, they were.

Q And sir, from 1972 to 1986 Sarco manufactured strainers that also contained the same graphite asbestos gasket, correct?

A In certain sizes.

Q And those would have been the larger sizes, correct?

A That is correct.

Q And assuming that Mr. Bardi testified that he worked with strainers that utilized the gasket then he would have been

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

working larger strainers; isn't that right?

A He would have had to have been.

Q And assuming Mr. Bardi has testified that in the 1960s up until 1986 he removed asbestos gaskets from Sarco strainers then the strainers from which he removed the asbestos contaminated gaskets could only have been the larger strainers; isn't that right?

A True.

Q And just as with the steam traps the graphite asbestos gaskets in the strainer also had to be replaced normally when the cover was removed; isn't that right, sir?

A That is true.

Q And just as with the steam traps there were replacement asbestos containing gaskets available from Sarco that they would sell to the end user; is that right, sir?

A That is true.

Q Now, sir, Garlock continued to use graphite asbestos gaskets up until including 1986; is that right?

MS. MESSEMER: Objection.

THE COURT: What is the basis?

MS. MESSEMER: As to what Garlock did or did not do.

THE COURT: The question was Garlock? I thought I --

MR. BLOCK: If that's what I said it was an

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

incorrect statement.

Q Sir, it is true that Sarco continued to use asbestos graphite gaskets in their steam traps and strainers up until and including 1986; isn't that right?

A That is correct.

Q And certainly, sir, there were other materials available to be used in the gaskets by Sarco by this time?

MS. MESSEMER: Objection, your Honor.

THE COURT: What is the basis?

MS. MESSEMER: Foundation.

THE COURT: Sustained.

Q Sir, isn't it true that to your knowledge asbestos free alternatives were available that Sarco could have used to replace the graphite asbestos used in their steam traps and strainers?

MS. MESSEMER: Objection.

THE COURT: We will have a sidebar.

(Whereupon, the following took place at sidebar.)

THE COURT: Counsel.

MS. MESSEMER: Actually, your Honor, the objection is two-fold. First of all, again, it arises out of foundation. This individual was brought here for the purpose of offering fact testimony regarding his use of Spirax Sarco products, including the gasket contained

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

herein. As far as the knowledge of anything, that goes outside of his direct hands-on experience and what may or may not amount there. It is my position that is outside the scope of this witness's testimony on direct and also that no foundation has been laid.

MR. BLOCK: This is going to be Spirax Sarco's only witness. He is being offered as a person most knowledgeable in the entire corporation about these issues.

THE COURT: He has testified about what products they manufactured. What testimony did he give about what products could have been manufactured? What did he give on any other area? He testified to what products were manufactured and to what happened when he removed gaskets. Are there any other areas.

MR. BLOCK: He testified to the use of graphite asbestos gaskets up until and including 1986. My question was to your knowledge were there asbestos free alternatives available.

THE COURT: Okay. I am not going to allow that from this witness.

MR. BLOCK: Okay.

(Whereupon, the parties returned.)

Q Mr. Radle, it is true, is it not, sir, that strainers, Sarco strainers were intended to be used alongside

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

steam traps in the same system?

A Yes, that's true.

Q And so it would not be uncommon for a steamfitter working on a particular system to encounter both the Sarco steam trap as well as a Sarco strainer in the same location; isn't that right?

A That is correct with the exception that the strainer was normally small because the straps are normally small. Pipe size wise I am talking about now. Not the ones you are talking about, the large ones.

Q But putting aside any of your comments about the size of the strainers, it is true, sir, that it would not be uncommon for a steamfitter to encounter both a Sarco strainer and a Sarco steam trap in the same system that was being worked on; isn't that right?

MS. MESSEMER: Objection.

THE COURT. Sustained.

Q It would not be uncommon for a steamfitter to encounter both a Sarco strainer and a Sarco steam trap when working on the same system because they were intended to be used together; isn't that right, sir?

MS. MESSEMER: Objection, your Honor.

THE COURT: Sustained. You can ask about the product but not about workers in the field.

Q The Sarco strainers were intended to be used in the

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

same system as a Sarco strainer; isn't that right, sir?

A You said strainer twice, didn't you?

Q The Sarco steam trap and the Sarco strainer were intended by the company to be used on the same system, true?

A True.

Q You testified to the installation of graphite asbestos gaskets in your laboratory or testing facility; is that correct?

A Yes.

Q And you testified that you would use preformed graphite asbestos gaskets when you would do that installation, correct?

A That's correct.

Q But you have no knowledge as to what a steamfitter -- strike that. You have no knowledge as to whether or not a steamfitter in the field would have to cut a graphite asbestos gasket to have it fit the particular Sarco trap or strainer that was out there in the field; isn't that right?

MS. MESSEMER: Objection.

THE COURT: Overruled.

A We wouldn't recommend it. We would tell him to buy the correct gasket.

Q But as you sit here today you don't know if there were steamfitters like Mr. Bardi who were out there in the field who were actually cutting graphite asbestos gaskets from

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

sheets to install in the Sarco steam traps or strainers?

A No, I wouldn't know that.

Q And you didn't personally ever work with steam traps and strainers out there in the field, did you, sir?

A On rare occasion I did.

Q How many times would you say?

A 10, 20 times, maybe.

Q You are not a steamfitter, are you, Mr. Radle?

A No.

Q You don't have any training in the field of steam fitting or pipe fitting, do you, sir?

A No.

Q And when you removed graphite asbestos gaskets from the steam traps and strainers you never used a power grinder, did you, sir?

A No, I did not.

Q And you reviewed Mr. Bardi's testimony in this case, sir?

A No, I did not.

Q Sir, are you unaware that Mr. Bardi has testified in this case that he in fact did use a power grinder when he would remove the graphite asbestos gaskets from the Sarco products?

A I did not read his testimony.

Q Did Spirax Sarco lawyers tell you that Mr. Bardi testified that he used a power grinder?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Cross : Radle : Block

MS. MESSEMER: Objection.

THE COURT: Sustained.

Q Mr. Radle, you didn't ever remove multiple gaskets from a group of Sarco steam traps and strainers at the same time, did you?

MS. MESSEMER: Objection.

THE COURT: Can you rephrase that, please?

Q Sir, you testified to removing graphite asbestos gaskets from Sarco's steam traps and strainers, right?

A Correct.

Q And it is true, sir, that the nature of your job didn't require you to do a series of strainers and steam traps at any given time, right?

MS. MESSEMER: Objection.

THE COURT: What do you mean by a series? Can you clarify that?

Q Mr. Radle, just so I am clear, your testimony today was in regards to the removal of a single gasket from a single strainer or single trap at a given point in time, correct?

A Not necessarily, no.

Q But sir, it was not the nature of your job to remove a bunch of gaskets from a large group of strainers and steam traps, was it?

MS. MESSEMER: Objection.

THE COURT: A bunch of gaskets?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q Sir, it was not the nature of your job to have to go out in the field and remove graphite asbestos gaskets from five or more strainers and steam traps at once, was it?

A Not out in the field, no.

MR. BLOCK: Thank you very much, Mr. Radle. I have no more questions at this time.

THE COURT: Is there anything further?

MS. MESSEMER: Yes, your Honor, just a couple of points.

THE COURT: Would counsel approach, please?

(Whereupon, the following took place at sidebar.)

THE COURT: Mr. Barfield likes to wheel himself over, and he is very good at these sidebars, so let's do it his way.

MS. MESSEMER: Your Honor, just four quick areas. One is just how long these depositions taken by the plaintiff took.

The second one is relative to the exhibits, number Spirax Sarco 6 and 7, regarding just a clarification of all the different models.

The next thing is the replacement gaskets provided by Spirax were precut and preformed.

The last one is relative to clarifying the issue about single versus over the course of a day if it was

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

continuing with the gaskets. I think it addresses the last point Mr. Block was trying to get to.

THE COURT: I will allow this subject to the right of counsel to object as per prior procedures.

Off the record to discuss scheduling.

(Whereupon, a discussion was held off the record.)

THE COURT: Redirect examination.

REDIRECT EXAMINATION BY MS. MESSEMER:

Q Mr. Radle, do you recall there being some questioning of you regarding the length of time that you could work together with attorneys from my office?

A Yes.

Q And there was some talk about involvement with the attorneys from this office for depositions. Do you recall that?

A Yes, I do.

Q Sir, can you approximate for me how long did the Plairtiff's attorneys ask you questions during those depositions?

A Almost 6 and-a-half hours.

Q Now, sir, take a look at Spirax Sarco's 6. That's an exhibit that should still be in front of you?

A Yes.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q You were asked some questions about page 2. And there were a series of questions involving different types of products and the number of types; is that correct?

A That's correct.

Q Sir, are these all just different sizes of the same product?

A Yes.

Q And is the same true about the line of inquiry that you were asked involving the products identified in Spirax Sarco exhibit 7?

A Yes.

Q So it is just one product with various sizes?

A Various sizes, right.

Q Now, there was some discussion about replacement gaskets that were provided by Sarco and Spirax, sir. Do you recall that?

A Yes.

Q The replacement gaskets that were sent out, were they precut to fit the Spirax Sarco products?

A Yes, they were.

Q And one last question, sir. There was some inquiry about whether you would remove multiple gaskets or multiple series of gaskets from products. Do you recall that?

A Yes.

Q Sir, in the course of your removing the asbestos

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

gaskets from the products, when you were done removing one of the gaskets would you clean up, sweep it up, and then start again?

A No.

MS. MESSEMER: That's all I have, thank you.

THE COURT: Thank you Mr. Radle, you may step down.

(Whereupon, the witness complied.)

THE COURT: Members of the jury, we are now going to have a reading by Miss Halbardier of portions of Plaintiff Lustenring's deposition.

MS. HALBARDIER: Thank you, your Honor. Mr. Burns is going to be reading. I will be asking the questions.

THE COURT: Obviously this is just for the Lustenring case on behalf of defendant John Crane.

MS. HALBARDIER: Thank you, your Honor. I will be reading from the deposition of John Lustenring taken on May 16th, 2001. Mr. Lustenring was sworn. And page 22, line 3.

THE COURT: Members of the jury, you haven't heard too much from Mr. Burns at this trial. He is one of John Crane's attorneys and for present purposes he will be reading the lines of Mr. Lustenring.

(Whereupon, the following is of a deposition

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 9

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

PAGES 1 - 89

(NO EXHIBITS)

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE TRIAL COURT

Middlesex County Superior Court

Franklin D. Holdren and Janice A. Holdren	*	
v.	*	Civil Action No. 08-0718
Alfa Laval, Inc., et al.	*	

Rule 30(b)(6) Notice to Spirax Sarco, Inc.

Deposition of Bernard J. Radle

Thursday, April 9, 2009

Danaher Lagnese & Sacco, P.C.

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INDEX

DEPONENT	PAGE
Bernard J. Radle	
by Mr. Stuemke	6
by Mr. Graham	87

(NO EXHIBITS MARKED FOR IDENTIFICATION)

COUNSEL'S DIRECTION TO DEPONENT NOT TO ANSWER

At page 71, line At page 82, line 13
At page 83, line 2 At page 83, line 22

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MORNING SESSION
10:00 a.m.

BERNARD J. RADLE,
having been first duly sworn on oath,
was examined and testified as follows:

EXAMINATION

BY MR. STUEMKE:

Q. Mr. Radle, my name is Jay Stuemke. Can you hear me okay today?

A. Yes, I can.

Q. Very good, sir. And you understand you are under oath for this deposition. Correct?

A. Yes.

Q. And you understand that you are giving testimony on behalf of Spirax Sarco, the company. Correct?

A. Yes.

Q. And that your testimony today binds the company to your answers. Correct?

MR. DANAHER: Object to the form. Go ahead.

MR. STUEMKE: You can answer the question.

A. Yes.

Q. And if at any time you don't understand one of my questions, please ask me to repeat or rephrase it. You may have some additional difficulty just given the fact we're doing this over the phone, so I apologize in advance for that. But if there ever is a time when you can't hear part of my question or you don't understand a question, please ask me to rephrase it. Okay?

A. Yes.

Q. Mr. Radle, could you state your name for the record, please?

A. Yes. Bernard J. Radle.

Q. Sir, what is your date of birth?

A. 4/11/1952.

Q. Are you presently employed?

A. Yes, I am.

Q. And by whom are you presently employed?

A. Spirax Sarco, Incorporated.

Q. Mr. Radle, what is your current position with Spirax Sarco, Inc.?

A. The position I currently have is steam trap product market manager.

Q. Does Spirax Sarco, Inc. sell steam traps

throughout the world?

A. Mainly in the U.S. but, yes, they can be sold around the world.

Q. Historically where outside of the U.S. has Spirax Sarco marketed its steam traps?

A. We only sell to our other companies.

Q. What is the area of your responsibility with respect to steam traps in terms of geography?

A. The United States.

Q. Okay. Who is the company that owns Spirax Sarco, Inc.?

MR. DANAHER: If you know.

A. I don't know the direct legal relationship, but Spirax-Sarco plc I would consider to be the owner.

Q. Spirax Sarc, Inc. to your understanding is a subsidiary of Spirax-Sarco plc?

MR. DANAHER: Objection. Answer to the extent you know.

A. I believe so. I'm not sure in that case.

Q. Spirax-Sarco plc is a British company. Is that right?

A. That is correct.

Q. Does Spirax-Sarco plc to your

understanding own any companies other than Spirax Sarco, Inc.?

A. Yes.

Q. Do you know how many?

A. No.

Q. Which ones owned by Spirax-Sarco plc to your understanding can you identify?

A. Well, there are Spirax Sarco companies in other countries that are still called Spirax Sarco. We have a plant in France, you know, and Brazil and places like that.

Q. Would it be fair to characterize those companies as sister companies to Spirax Sarco, Inc. here in the United States?

MR. DANAHER: Objection. Do you know what's meant by sister company?

THE WITNESS: No.

BY MR. STUEMKE:

Q. To your understanding, sir, are those companies, for instance in Brazil and in France, owned by Spirax-Sarco plc in similar fashion to which Spirax Sarco, Inc. is owned by that company?

A. That I do not know.

Q. Do you understand that the various

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 10

subsidiaries of Spirax-Sarco plc have operations and market products throughout the world?
A. Again, they mostly market in their own countries, although they can export.
Q. And that's my point. There are a lot of different Spirax Sarco companies in various countries around the world that do business in those countries. Correct?
MR. DANAHER: Object to the form. What do you mean by Spirax Sarco companies? What entity are you talking about?
MR. STUEMKE: Well, I'm talking about the entities that the witness has referred to, which are called Spirax Sarco in their respective countries. That's why I'm asking the question the way I did.
MR. DANAHER: Well, you're very imprecise. If you want to get precise and put a corporate name to it and ask this witness if he knows about that precise corporation, I might permit that question. But you're way too imprecise in the general nature of the question. And beyond that, you are beyond as I read the notice of deposition the areas of inquiry. So this witness I don't think is able to answer these questions with any precision.

Page 11

MR. STUEMKE: Well, what witness will you put forward to talk about the corporate structure of Spirax Sarco?
MR. DANAHER: You asked about the corporate structure of Spirax Sarco, Inc. You didn't ask about --
MR. STUEMKE: You're indicating that this witness can't talk about that. I want you to identify a witness who will.
MR. DANAHER: We're responding to the notice of deposition that you filed. This witness will respond to that.
MR. STUEMKE: This witness will speak to every topic within the notice of deposition?
MR. DANAHER: Ask your questions; then we'll take it up as we go.
MR. STUEMKE: Well, sir, with respect, I would rather not just make it up as we go. I would like to know in advance what you're permitting the witness to say. I understand from the objections you filed that you intend to limit this witness's deposition testimony to the installation, operation and servicing of defendant's steam traps located aboard U.S. Navy vessels. Is that correct?

Page 12

MR. DANAHER: Ask your questions and we'll take them up as you go.
BY MR. STUEMKE:
Q. Sir, when you state that your job title is steam trap product market manager, can you explain for me what that means, please?
A. Yes. I oversee the entire steam trap product line from the standpoint of sales statistics. I also bring to market new products. I oversee the literature for those products, any kind of problems with those products. I work in close relationship to new designs or I even come up with some designs. I don't design it myself, but the concepts themselves.
Q. And, sir, other than steam traps, what other general categories of products does Spirax Sarco manufacture? Excuse me. Spirax Sarco, Inc.
A. Pressure-reducing valves, strainers, pressure-driven pumps. Those are the basic products made in the U.S.A. plant.
Q. Does Spirax Sarco, Inc. distribute other types of products made in other non-U.S. plants?
A. Yes.
Q. And what products are those, sir?

Page 13

A. Boiler controls, pneumatic control valves, some steam traps as well that complement our line, strainers, pumps that complement the ones we manufacture.
Q. With respect to steam traps sold by Spirax Sarco, Inc. in the U.S., can you give me an estimate of what percentage of those are manufactured in the United States versus somewhere else?
A. I don't have those statistics in front of me so I couldn't make a good judgment.
Q. An estimate is fine. Is it 90 percent, is it 50 percent? Can you just give me an idea?
A. I'd say about 80 percent.
Q. I'm sorry. Did you say about 80 percent?
A. Would be made in the United States.
Q. Okay.
Are you familiar with the formation of the present company, Spirax Sarco, Inc.?
A. What do you mean by the formation?
Q. Well, at some point in the 1980s the current company, Spirax Sarco, Inc., was incorporated to your understanding. Correct?
A. Well, it became Spirax Sarco from Sarco Company.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 14

Q. Sarco Company was your employer before it changed to Spirax Sarco, Inc. Correct?
A. That is correct.
Q. And are you familiar, sir, with the origins -- Strike that.
To your understanding, what happened when Sarco Company became Spirax Sarco, Inc.? Can you describe your understanding of that event?
MR. DANAHER: Object to the form. What do you mean by happen?
MR. STUEMKE: Sir, you can answer the question.
MR. DANAHER: If he understands it.
A. My understanding is we basically joined the group of Spirax Sarco companies.
Q. And when did that happen, sir?
A. An exact month I can't tell you. 1983.
Q. Prior to 1983, did Sarco ever manufacture or distribute any steam traps named Spirax?
A. No.
Q. To your understanding, sir, prior to 1983 were any steam traps utilizing the name Spirax distributed in the United States?
A. Not that I know of.

Page 15

Q. And have you attempted to investigate whether any Spirax steam traps were marketed in the United States prior to 1983?
A. No, I haven't.
Q. Who would you talk to about that if you wanted to find that out?
A. We were separate companies at that time.
Q. And just for the record, sir, who were separate companies at that time?
A. Sarco, Inc. was not associated with Spirax Sarco before 1983. So if they did anything, it was them, not us; we would have no knowledge.
Q. Sir, prior to 1983 was there an entity marketing steam traps in the United States under the Spirax name, to your knowledge?
A. No.
Q. And, sir, just for the record, could you outline the career progression that you've had within the Sarco Company or Spirax Sarco as it is now known?
A. Yes. I started in 1972 on the shop floor in the assembly department, building steam traps. And I stayed in the assembly department doing that and also testing traps until 1977. In 1977 I was

Page 16

promoted to a lab technician in the R&D department, where I remained until roughly about 1984 when I transferred into applications engineering department and stayed in that department until 1998, when I became a product manager, until today.
Q. And, sir, when you started at -- I try never to do math on the record -- but when you started at Sarco Company in 1972, you would have been 20 years old. Is that right?
A. Actually 19.
Q. You were 19. And that would have been in Allentown, Pennsylvania?
A. That is correct.
Q. Have you had any other type of significant employment following high school before you started at Sarco?
A. Not really, no.
Q. There are various different types of steam traps. Correct?
A. Yes.
Q. Could you identify those for the record, please?
A. You have thermodynamic, thermostatic, inverted bucket, float thermostatic and bimetal.

Page 17

Q. When you say bimetal, could you spell that?
A. B-i-m-e-t-a-l.
Q. That helps. And what is a bimetal steam trap?
A. A bimetal steam trap has two dissimilar metals that are basically connected to each other so that when they see temperature, one side expands more than the other and it causes the bimetal to bow. And what they'll do is put a stack of those members together and a rod will go down through the center of them with a nut on one side and the valve head will be on the other side. The valve head is actually external to where the bimetals are or, if you want to put it that way, it's on the outlet side. When the bimetals get hot, of course they bow and the stack expands; it pulls the head up onto the seat and closes the valve off.
Q. When did Spirax Sarco come out with a bimetal steam trap?
A. We only started selling bimetal traps after Spirax and us came together. Before that, we did not sell them.
Q. And just for the record, are there gaskets

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 18

associated with bimetal steam traps?
A. Yes.
Q. What type of gasket is utilized in that type of trap?
A. Generally? Well, today it's a graphite gasket.
Q. Historically was there a different type of gasket that was used?
A. Yes.
Q. And what type of gasket was used before going to what you refer to as a graphite gasket?
A. On those particular models it was a compressed asbestos fiber mixed in a binder.
Q. And do you know when the change was made from a compressed asbestos fiber gasket to a graphite gasket?
A. It happened over a little bit of time in the range of 1989 into 1991.
Q. And on certain thermostatic steam traps there would have been gaskets. Correct?
A. On some models.
Q. And generally speaking the higher-volume models in terms of rate of flow of the process would not have had gaskets. Is that right?

Page 19

A. When you say higher volume and rate of flow, I don't know what you mean by that.
Q. Well, how would you differentiate the types of thermostatic steam traps that would have had gaskets versus those that would not?
A. Pretty much the radiator type trap, which was the high-volume-selling trap, did not have any type of asbestos gasket, any type of asbestos-based gasket in it. There was either metal gaskets or it was a metal-to-metal seal.
Q. So when you say high volume, you mean just sales volume?
A. Right.
Q. And what type of thermostatic trap would have had a gasket in it?
A. The larger process type traps or higher-pressure ones.
Q. So in terms of larger, you mean in physical size?
A. Not necessarily physical size; capacity.
Q. And I've seen in prior testimony of yours that the lower-sales-volume thermostatic traps would have been used in chemical plants. Is that correct?
A. That would be -- You're talking about the

Page 20

high-pressure ones or the process ones?
Q. Actually, sir, I'm going solely off of what you said in other testimony, so I'm not sure exactly what you were referring to. What you referred to was a lower-volume thermostatic steam trap that would have been used in a chemical plant.
A. Then we were talking about sales volume, and yes.
Q. Okay. And also you indicated that a lower-sales-volume thermostatic steam trap would have been used in the Navy. Is that correct?
A. The Navy generally bought radiator traps from us in that thermostatic range and they did buy one high-pressure version.
Q. When you say they generally bought radiator type traps, what --
A. Those are thermostatic. They were in the upper part of the ship, on the HVAC heating system.
Q. Now, when you refer to this as a radiator trap, can you describe what you mean, please?
A. Have you ever been in an older building that had a radiator in it?
Q. Yes.
A. Okay. On a radiator, you'll have the

Page 21

inlet valve and the steam will flow into the radiator and on the bottom side, you'll see a little steam trap. That flow comes in the side, goes out the bottom, and it has a thermostatic element inside.
Q. So when you refer to a radiator type of steam trap, you're not referring to the mechanism of action of the steam trap, you're referring to its general application?
A. True.
Q. And you indicated the Navy also bought a high-pressure steam trap. Correct?
A. That's correct.
Q. Tell me about that steam trap.
A. That was the TM 600.
Q. TM 600?
A. Right, which had a bellows inside of it that was thermostatic.
Q. And that would have had a gasket. Correct?
A. That is correct.
Q. Where would the gasket have been on the TM 600?
A. There would have been a gasket between the

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

cap and the body; and there was another gasket down inside the trap which was sealing the seat to the body. And that's the valve seat I'm talking about.

Q. And you indicate this was high-pressure. Do you know what pressure this steam trap was designed for?

A. Maximum pressure 600 psi.

Q. Do you know, sir, the years of manufacture of the TM 600?

A. Not exactly, but it was in the early '70s.

Q. Did it begin to be manufactured in the early '70s?

A. That's correct.

Q. When you started at Sarco Company in 1972, was the TM 600 being manufactured?

A. It was just pretty much coming on-line, replacing another version that we had made.

Q. What was the prior version of the TM 600?

A. It was called the TDN.

Q. N as in Nancy?

A. Yes.

Q. Staying on the TM 600 for a minute, you indicated that there were two gaskets that would have been internal to the TM 600. Correct?

A. Well, one was the cap gasket to the body and the other was the seat gasket to the body. The seat gasket to the body, we consider that an internal gasket.

Q. The cap gasket is not?

A. Well, I don't know what you're thinking internal is but when we put a cap and a body together, it's not really external. You can't see it; it's clamped between the body and the cap and there was a cutout inset where it sat down into.

Q. Okay. Is the TM 600 still being manufactured?

A. That is correct.

Q. What is the present material of these gaskets?

A. They were a Flexitallic style with an asbestos fill.

Q. I'm sorry, sir, my question was currently.

A. Oh, currently? They're still, well, I'm not going to say they're Flexitallic but a Flexitallic type, which is somewhat of a generic name, non-asbestos.

Q. And I take it from your prior answer that they used to be Flexitallic type gaskets with an

asbestos filler. Correct?

A. That is correct.

Q. But today the filler is a non-asbestos material. Correct?

A. Correct.

Q. Do you know when the changeover was made from an asbestos type filler in those gaskets to a non-asbestos type filler?

A. In the '89 to '91 range.

Q. In terms of size, how large is the TM 600?

A. The actual trap physical size is the same on all. It's made in half-inch, 3/4-inch and 1-inch pipe sizes, but the physical trap is basically the same.

Q. And generally, sir, what are the dimensions of that trap?

A. Well, I don't have those off the top of my head. I'd only be estimating it.

Q. Sure, no problem, that's fine.

A. Across the connection -- And it depends on whether it's a socket weld or a flanged unit. Flanged unit would be a little bit longer, but it still would be 8 to 10 inches long across the flanges. The body of the trap would be no more than

about 3 to 4 inches in diameter.

Q. And you indicated that the TM 600 could be socket welded. Correct?

A. Yes, that is correct.

Q. Or it it could have a flange connection to fit into the piping system. Correct?

A. That is correct.

Q. And what type of metal is the body of the TM 600 made from?

A. Cast steel.

Q. You indicated that the TM 600 was sold to the Navy. Was it sold to non-Navy customers?

A. There was a commercial version.

Q. And, I mean, was it the same steam trap, just sold to different customers, or was it modified in any way?

A. The commercial version was made of ductile iron, not cast steel. You could buy a cast-steel version if you wanted.

Q. Do you have an understanding, sir, of how many of the TM 600 steam traps Spirax Sarco has sold to the Navy?

A. No, I do not.

Q. Do you know, sir, what application or

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ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 26

applications the TM 600 serves aboard Navy vessels?
A. No, I don't.
Q. Do you have an understanding, sir, of where in a Navy vessel the TM 600 steam trap would generally be installed?
A. Other than on the high-pressure steam system, no, we wouldn't know anything about location within the ship.
Q. Does Spirax Sarco produce an instruction manual or technical manual for the TM 600 steam trap?
A. For the commercial we have maintenance and installation instructions.
Q. How about for the Navy version?
A. As far as I know, there's never been one written.
Q. Do you know if the maintenance and installation instructions that are distributed for commercial customers are also sent to the Navy?
A. No, I don't, and they wouldn't be quite correct, so they wouldn't go with the Navy one. It is a slightly different trap.
Q. What would be the differences in terms of maintenance and installation between those two

Page 27

different types of trap?
A. The way the seat is in the body of the trap is different on the TM 600, the way it's mounted and held into the trap itself.
Q. Sir, from the beginning of the 1970s forward, has either Spirax Sarco, Inc. or Sarco Company sold any other type of steam trap to the Navy other than the TM 600?
A. Yes.
Q. What other types of steam traps has Spirax Sarco or Sarco Company sold to the Navy since the early 1970s other than the TM 600?
A. Thermostatic, float thermostatic, inverted bucket.
Q. And I apologize. We already talked about the radiator type thermostatic gaskets that they sold to the Navy and we'll come back to these other types. Other than the TM 600, was there any other nonradiator type thermostatic steam trap sold to the Navy by Sarco or Spirax Sarco, Inc. from the 1970s forward?
A. There was only two. There was the TM 600 and the radiator, and they're both thermostatic.
Q. Right. And you indicated that I guess the

Page 28

predecessor steam trap to the TM 600 was called the TDN. Is that correct?
A. Yes.
Q. Do you know when the TDN began to be manufactured?
A. It was made when I started there, or it was before I started there and was being phased out right after I got there. How far back it went I'm not quite sure.
Q. And can you describe the differences between the TDN and the TM 600?
A. Yes. The TDN is a thermodynamic trap, so it has a disc inside of it and a seat; and of course it's got a cover and a body. There is no filled liquid capsule inside it.
Q. So the thermostatic TM 600 replaced a thermodynamic steam trap that had formerly been sold to the Navy?
A. Yes, that is correct.
Q. Do you know the applications for which the TDN was utilized in the Navy?
A. Other than the high-pressure steam system, no.
Q. What was the pressure capacity of the TDN?

Page 29

A. 600 psi.
Q. What was the physical dimension of the TDN?
A. Again, it was made in both socket weld and flanged; and again roughly no more than -- and I'm estimating now -- six or seven inches long, maybe three or four wide.
Q. And you are aware that Sarco came out with thermodynamic steam traps generally or they were at least available in the 1950s. Correct?
A. Yes.
Q. Do you know if they were available in the 1940s?
A. I don't believe so.
Q. And the TDN did not utilize a gasket. Is that correct?
A. The TDN had one gasket under the strainer connection.
Q. So there was a strainer that was physically attached to the TDN?
A. Well, it was integral to the body.
Q. So the TDN was a combination of a steam trap and a strainer?
A. Yes.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 30

Q. Those two components when joined together, the joint was sealed by a gasket. Correct?
A. Correct.
Q. And what type of gasket was that in the TDN?
A. Again, that was a Flexitallic style.
Q. And what type of filler would have been in that Flexitallic style of gasket in the TDN?
A. It would have had an asbestos type fill.
Q. Just to kind of close this out, other than the radiator gaskets and the TM 600, has Sarco or Spirax Sarco sold any thermostatic type steam traps to the Navy?
A. Are you saying only for shipboard use, right?
Q. Yes, let's restrict it to that for right now.
A. Yes, those are the only ones.
Q. I take it from your answer that there may have been other thermostatic steam traps that were sold for nonshipboard use?
A. Yes.
Q. Generally what uses would those have been for when they were sold to the U.S. Navy?

Page 31

A. Again, mainly they would've been radiator traps for your heating systems in buildings.
Q. Other applications you can think of for thermostatic traps in the Navy for shipboard use?
A. On board, shipboard use?
Q. Nonshipboard; not aboard ship.
MR. DANAHER: I didn't hear that question clearly. Could you just restate it so it's clear?
MR. STUEMKE: Sure.
BY MR. STUEMKE:
Q. Mr. Radle, are there other applications other than radiator applications that you understand the Navy utilized Sarco thermostatic steam traps for that were not aboard ship?
A. Yes, there could have been many, because it's a totally different system on land.
Q. So it could have been just any type of thermostatic steam trap from Sarco's variety of steam traps?
A. Yes. They would have been commercial varieties, not shipboard varieties.
Q. Okay. The next type of steam trap that you've identified is a float thermostatic steam trap. Correct?

Page 32

A. That's correct.
Q. Did Sarco or Spirax Sarco sell float thermostatic steam traps to the Navy?
A. They went to the shipbuilders.
Q. And it is your understanding that shipbuilders would have put those on Navy ships?
A. Yes.
Q. What types of float thermostatic steam traps were sold to shipbuilders for use on Navy ships, to your understanding?
A. What do you mean, what type? That is the type.
Q. Is there a broad range of steam traps within that type? I'm trying to get a better handle on what exactly it was that was sold to the Navy. Is there any differentiation that you can give me among the types or among that type?
A. Well, there are different sizes and different flows. They surely didn't have the variety that we have on the commercial side; they were somewhat limited.
Q. And what applications on the Navy vessels would the float thermostatic steam traps have been sold for?

Page 33

A. Again, we don't know, because we don't -- I mean, they tell us what they want; they don't tell us where it's going.
Q. What were the pressure/temperature specifications that the Navy provided for float thermostatic steam traps?
MR. DANAHER: Object to the form. Go ahead.
A. Well, it's going to vary, but normally they weren't on high-pressure systems; they were low-pressure systems.
Q. Still steam systems. Correct?
A. Still steam systems, correct.
Q. Do you know when Sarco first started selling float thermostatic steam traps for installation aboard Navy ships?
A. No. That would've been well before my time.
Q. So before 1972, and how far before you just don't know. Correct?
A. They were selling them before 1972, but how far back I would have no idea.
Q. How large would the Sarco float thermostatic steam traps have been that were sold

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 34

for Navy use?
A. In pipe size, the largest would have been 2-1/2-inch.
Q. And what would have been the smallest pipe size?
A. 3/4-inch.
Q. And in terms of physical dimensions, can you describe in general terms the float thermostatic steam traps?
A. It's going to vary with pipe size, obviously.
Q. So for the 2-1/2-inch pipe size, generally how large would those steam traps have been?
A. Oh, say about 24 inches tall and widthwise, maybe another 24 inches. They're an odd shape so it's hard to turn it into a box.
Q. Yes, I understand. And for a 3/4-inch pipe size, what would be your general estimate of those dimensions?
A. There you're talking more like 3 to 4 inches wide and 4 to 5 inches in length.
Q. What gaskets were a part of the float thermostatic steam traps sold to the Navy, sir?
A. In what time period?

Page 35

Q. For right now I'm just looking for where on the float thermostatic steam traps those gaskets would have been, and my question wasn't clear, so I apologize. Where on the float thermostatic steam traps would gaskets have been included?
A. The main part again would have been the cover to the body. On some Navy traps there used to be an air vent that was external and it had two little gaskets on it. And in the larger traps, there would've been a gasket where the mechanism connects to the cover.
Q. Any other gaskets that were on those thermostatic steam traps?
A. On the smaller models, yeah, there would be metal gaskets.
Q. So is Spirax Sarco currently manufacturing this same type of float thermostatic steam trap?
A. Yes.
Q. And what is the current type of gasket that is included for the cover-to-body gasket that you referred to?
A. It's a graphite-based gasket.
Q. And before becoming a graphite-based gasket, was it another type?

Page 36

A. Yes.
Q. What was that type?
A. Graphite-asbestos.
Q. And when did that change over?
A. In the time period again 1989 to 1991.
Q. And do you know who was the supplier of that graphite-asbestos gasket?
A. The sheet type that went in the float traps would have been Garlock.
Q. And just for the record when you say float types, that's spelled f-l-o-a-t. Correct?
A. Float, yes, like a float.
Q. Okay, great.
You indicated that float thermostatic steam traps may sometimes have an air vent with two little gaskets. Correct?
A. Yes. That was on only a couple models.
Q. What would those gaskets have been made from? Pardon me. On those models as manufactured today, what are those gaskets made from?
A. Those traps are no longer made that way.
Q. When those traps were made that way, what type of material were those two little gaskets made from?

Page 37

A. The same material as the cover-to-body, graphite-asbestos.
Q. And when you refer to those as little gaskets, can you give me an idea of how large or small you're talking about?
A. Yeah. They were inch and a half by maybe three-quarters of an inch. They were small. And they weren't square; they were more of an oval.
Q. You indicated that on some of the larger float thermostatic type traps there was a gasket where the mechanism attached. Is that correct?
A. That is correct.
Q. And what type of gasket is utilized in the manufacture of those today, if any?
A. The graphite type.
Q. Was it formerly the same Garlock graphite-asbestos sheet that was used for the cover-to-body gasket?
PHONE VOICE: Objection.
A. Yes.
Q. Sir, you also indicated that Sarco and Spirax Sarco, Inc. have sold inverted bucket type steam traps to the Navy. Correct?
A. Yes.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Do you know when Sarco first started selling inverted bucket steam traps to the Navy?
A. No.
Q. Do you know whether Sarco was selling inverted bucket steam traps to the Navy when you started there in 1972?
A. We have sold very few. I remember only a couple being made when I was there.
Q. And is it fair to say that you don't know if they sold few or many of those to the Navy before you joined the company?
A. That is correct.
Q. If we wanted to find out the answer to that question, sir, how would you suggest we go about doing that?
A. As far as I know, the records don't exist that far back.
Q. So the best that Spirax Sarco, Inc. can say about that question is we believe that we sold inverted bucket steam traps to the Navy prior to 1972 but we don't know how many and we don't know when. Is that fair?
A. Yes.
Q. And we don't have the records that can

answer that question for us. Correct?
A. Correct.
Q. Sir, do you have an understanding of the sizes of inverted bucket steam traps that were sold to the Navy that you're aware of?
A. The only ones I've seen were small, in the half/three-quarter range.
Q. And you are referring to pipe size. Correct?
A. I am referring to pipe size.
Q. And in terms of physical dimensions for those half to 3/4-inch pipe size steam traps, what size would they have been?
A. Maybe again 5 inches long by 4 inches wide.
Q. And are there gaskets that are associated with that type of steam trap, sir?
A. Yes, there's a gasket between the cover and the body.
Q. Any others?
A. Only metal gaskets.
Q. To the extent that those inverted bucket type steam traps are still sold by Spirax Sarco today, what type of gasket is used for the cover

gasket?
A. A graphite type.
Q. And was that cover gasket formerly an asbestos gasket as we've talked about before?
A. It was graphite-asbestos.
Q. The same Garlock graphite-asbestos gasket that you've referred to?
A. Yes.
Q. Do you happen to recall the item number, the Garlock item number for that type of gasket?
A. Yes.
Q. What is it?
A. 7021.
Q. And was that the Garlock gasket number for all of the graphite-asbestos gaskets that you've referred to in this deposition?
PHONE VOICE: Objection.
MR. DANAHER: You can go ahead.
A. Yes.
Q. And when did that gasket type change from the Garlock 7021 to a graphite gasket?
A. In the '89 through '91 time period.
Q. Sir, other than the TDN which we've already discussed, did Spirax Sarco or Sarco Company

sell any other thermodynamic steam traps to the Navy for shipboard use?
A. Not that I know of, because we have no other Navy product IDs for them.
MR. STUEMKE: Sir, I apologize, but you cut out during your answer. So can we have that answer read back?
MR. DANAHER: Sure.
(The reporter read the answer.)
BY MR. STUEMKE:
Q. Mr. Radle, with respect to the testimony you've given today about the types of traps that were sold to the Navy, what have you relied on in order to come to that determination?
A. I mean, what I've known we've built since I've been there for the Navy. I've been involved with traps the entire time I've been with the company.
Q. And other than your personal experience within the company, have you looked at any documents in order to identify the types of steam traps that were sold to the Navy?
A. No.
Q. Are you aware whether documents exist that

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ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 42

would relate to the types of steam traps that were sold to the Navy at any time?
A. You mean like sales brochures?
Q. That would be one example, yes.
A. There was never any sales brochures for any Navy products for the Navy in particular.
Q. Now, you do have and you have produced to us in this case certain sales brochures for commercial models. Is that right?
A. That's correct.
Q. And we've discussed how the TM 600, there was a Navy version and a commercial version. Correct?
A. That's correct.
Q. Were there Navy versions of other commercial steam traps as well?
A. Yes.
Q. Did Sarco or Spirax Sarco, Inc. ever sell to the Navy just the standard commercial version of the steam trap, to your knowledge?
A. Are you talking about shipboard use?
Q. Yes, sir. I apologize. Thank you for the clarification.
A. That wouldn't be allowed.

Page 43

Q. That would not be allowed?
A. By the Navy.
Q. And what is your basis for that statement, sir?
A. The traps have to meet their mil specs.
Q. Is it your understanding, sir, that the standard Sarco commercial steam traps did not meet the mil spec steam traps?
A. No, they didn't.
Q. And why do you believe that?
A. Because of the materials that they needed to be used. Most commercial products and the ones we're talking about would be cast iron, and they only bought basically bronze for most of their traps, with the TM 600 being the exception and the TDN.
Q. Which were cast steel?
A. TDN was stainless steel; TM 600 is cast steel.
Q. Other than that, all of the steam traps sold by Sarco to the Navy would have been bronze?
A. For shipboard use?
Q. For shipboard use, yes.
A. Yes.

Page 44

Q. Okay. Were there other differences in spec between the mil specs for steam traps and the commercial version sold by Spirax Sarco and Sarco Company?
A. What do you mean by that?
Q. Are you aware of any other differences between what the Navy required for steam traps and what Sarco made for commercial applications?
A. It was generally the materials of construction and also the connections.
Q. And in terms of the connections, what are you referring to?
A. They would generally buy Sil-Braze units, which --
Q. Could you spell that for me, please?
A. I think it's S-i-l dash B-r-a-z-e.
Q. And what does that mean?
A. It uses a silver solder to seal it.
Q. As opposed to a flanged connection?
A. Mainly as opposed to a threaded connection.
Q. Okay. Did Sarco and Spirax Sarco also sell to the Navy steam traps that had flanged connections?

Page 45

A. Yes.
Q. Do you have an understanding, sir, of what percentage of the steam traps sold to the Navy for shipboard use by Sarco or Spirax Sarco would have had flanged connections versus some other type of connection?
A. That data I wouldn't have, no.
Q. Do you know if Spirax Sarco has that information available somewhere within the company?
A. No.
Q. You don't know?
A. Again, we'd have to have the records of sales, which we don't have.
Q. You don't have any records of sales to the Navy? I mean, I assume you do for whatever you're selling now, but --
A. For recently, yes.
Q. Do you know, sir, what are the oldest records of sales to the Navy that Spirax Sarco would have?
A. No, I do not.
Q. Are you familiar with Spirax Sarco's document retention policy when it comes to sales records?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 46

A. Yes. There isn't one.
Q. And what I hear you saying, and correct me if I'm wrong, is that though there is no document retention policy with respect to sales records, it is your understanding that sales records do not exist for any sales of steam traps to the Navy prior to, say, 1983? Is that correct?
A. That's correct.
Q. Does Spirax Sarco maintain design or engineering-related documents related to steam traps sold to the Navy prior to 1983?
A. Yes.
Q. And do you have an understanding, sir, of how complete those records are?
A. How complete they are? No.
Q. Do you know one way or the other whether Spirax Sarco has design or engineering documents relating to every model of steam trap that has ever been sold to the Navy?
A. No.
Q. You just don't know one way or the other?
A. In that case, yeah, I don't know all the engineering records and where and if they're archived.

Page 47

Q. To the extent that the engineering records for steam traps sold to the Navy do exist, do you have an understanding of in what city those would be archived?
A. Everything would have to be in Blythewood, South Carolina.
Q. Mr. Radle, it is correct that the entire Spirax Sarco, Inc. operation was moved from Allentown, Pennsylvania, to Blythewood, South Carolina. Correct?
A. That is correct.
Q. When did that occur?
A. All during 1998.
Q. I bet that was a fun year.
A. Yes, it was.
Q. Do you know, sir, whether any documents that had been maintained in the Allentown, Pennsylvania facility were discarded in 1998 along with that move?
A. That I do not know.
Q. Sir, you would agree with me that the surface temperature of any of these steam traps sold by Sarco or Spirax Sarco to the Navy while they were in operation would have been hot enough to burn

Page 48

someone who laid their hand on it?
MR. DANAHER: Object to the form. Go ahead.
A. You mean if they put their hand on it, would they be burned?
Q. Yes.
A. Yes.
Q. And, sir, would it have affected the operation of the TM 600 to have thermal insulation applied to the exterior of that steam trap?
A. Yes, it would.
Q. How so?
A. The trap works by temperature differential. And if I insulate it to prevent the loss of heat, I would slow the trap's operation down and cause it to back up water, which could be dangerous to the system.
Q. And, sir, would applying thermal insulation to the exterior of the TDN have affected the operation of that steam trap?
A. Yes, it would.
Q. How so?
A. Again, for the same reason. It would cause it not to cool and the non-cooling would cause

Page 49

water to back up in the front of the trap.
Q. With respect to the float thermostatic steam traps sold by Sarco and Spirax Sarco to the Navy, would the application of thermal insulation to those steam traps have affected their operation?
A. Not as much.
Q. Why?
A. They're mechanical designs, so temperature doesn't have much effect on the function of the trap itself. And you're talking about float thermostatic only, correct?
Q. Yes.
A. Right.
Q. So the float thermostatic steam traps sold by Sarco and Spirax Sarco to the Navy could have been insulated to protect sailors without affecting their operation. Correct?
MR. DANAHER: Object to the form. Where?
MR. STUEMKE: On board ship.
MR. DANAHER: Where on board ship?
MR. STUEMKE: Who's talking?
MR. DANAHER: This is Neal Danaher.
BY MR. STUEMKE:
Q. Mr. Radle, can you answer the question,

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 50

please?
A. They could have been, but we never recommended it, for other reasons, actually.
Q. What other reasons?
A. The traps need to be maintained. If you cover them with insulation, you make the maintenance of the trap a problem. Plus, you would get débris in places that you don't want it when you take it apart and it could cause a malfunction of the trap or you may have a problem repairing it, period.
Q. So did Spirax Sarco or Sarco ever tell the Navy not to insulate those steam traps?
A. We never told them. It was a standard practice that traps were not insulated.
Q. I'm sorry, I don't understand your answer, sir.
A. General industry practice was you do not insulate steam traps.
Q. Is that still the case today?
A. Pretty much so, yes.
Q. Sir, you would agree with me that in a steam system, it is important to prevent the loss of heat. Correct?
MR. DANAHER: Object to the form.

Page 51

A. In the piping system, yes.
Q. And you would agree with me that steam traps are incorporated within steam piping systems. Correct?
MR. DANAHER: Object to the form.
A. Yes, but we don't consider them part of the piping necessarily because they're a drain point; and the heat from the steam has already been given up by the time it gets to the trap. So although it loses a little bit of sensible heat, which is water heat, it's not losing any latent heat, which is the steam heat.
Q. Let me see if I understand that. Are you saying that the surface temperature of steam traps would then always be below the boiling point?
A. On a thermostatic, that would be very typical, and the thermodynamic.
Q. How about on a float thermostatic?
A. It would be right at that temperature, but water as well as steam at the saturation point are at the same temperature.
Q. So it wouldn't be above whatever the boiling point was under the given pressure in the system. Correct?

Page 52

A. That's correct.
Q. And, sir, I think I failed to ask you: Would the application of thermal insulation to the exterior of an inverted bucket steam trap have affected its operation?
A. In that case, yes.
Q. How so?
A. The inverted bucket trap needs a water seal to keep the bucket sealed so it doesn't fall and lose its water prime. Since they're used on various small loads, if I insulate the trap heavily and there's very little condensate, you have the chance of then losing the water seal and the trap failing wide open.
Q. Sir, would you agree with me that the internal parts of steam traps need to be renewed from time to time?
MR. DANAHER: Object to the form. Go ahead.
A. Generally over a long period of time, yes.
Q. You would agree with me that the body of a steam trap will generally last as long as the plant to which it's fitted. Correct?
MR. DANAHER: Object to the form. Go

Page 53

ahead.
A. As long as there is no steam cutting to any part of that body, yes.
Q. But the internal parts of the steam trap themselves will wear and will need replacement over time. Correct?
MR. DANAHER: Objection to form.
A. In many cases it's more cost -- you reduce cost by changing the whole trap out because it's less labor-intensive just to change it. So in some cases, yes; in some cases, no. You can't give a definite answer to that.
Q. Well, you can give a definite answer to this question, that the internal parts of steam traps do wear. Correct?
A. Yes.
Q. And as I understand your testimony, in some circumstances it may make sense for the entire steam trap to be replaced when that wear occurs. Correct?
A. Correct.
Q. In other circumstances it may make sense to renew the worn parts inside the steam trap rather than replacing the entire thing. Correct?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 54

A. Correct.
Q. And it is true, sir, that some steam traps are designed so that the cover with the internal mechanisms attached to it can be removed and taken to a workshop to be worked on while the body of the steam trap stays attached to the pipes. Correct?
A. Generally on smaller-size traps. And I'm assuming, what type trap are you talking about?
Q. Well, I was just speaking in general, that some are designed in that way. Correct?
A. Just some; not all.
Q. Right.
And, sir, with respect to the TM 600 that was sold to the Navy for shipboard use, you indicated that there was an asbestos-filled Flexitallic gasket between the cap and the body. Correct?
A. Correct.
Q. Until it changed to a graphite fill or non-asbestos fill material. Correct?
A. Correct.
Q. When that cover had to be removed, before it could be replaced, you put down a new gasket. Correct? You wouldn't reuse the old one?

Page 55

A. Normally you would replace it.
Q. And, sir, are you familiar with the means by which -- Well, strike that. Have you ever replaced a Flexitallic gasket on a TM 600?
A. Yes.
Q. How many times?
A. On just a TM 600?
Q. Yes, just on a TM 600 specifically.
A. A hundred times or more.
Q. I'm sorry, I couldn't quite make out your answer.
A. 100 times or more.
Q. Thank you, sir. And could you describe, sir, how you would go about doing that?
A. Yes. You would remove the bolts from the cap and you would take a screwdriver and just pry the cap up. The cap would pull off. Then I would take the same screwdriver and just put it underneath the gasket and pop it free and just lift it out.
Q. Would there be any residue left on the surface of the trap itself from the gasket?
A. No. Because of the metal in it, it keeps it intact.
Q. And it is fair to say, sir, that while you

Page 56

were doing that removal, you never had any air monitoring done to determine if there was asbestos fiber that was being released from that process. Correct?
MR. DANAHER: Object to the form. Go ahead.
A. No.
Q. And just for the record, it is correct that there was never any air monitoring done to detect essentially asbestos fiber release from that process. Correct?
MR. DANAHER: Objection to form, but go ahead.
A. No.
Q. You say "no." That is correct, right?
A. We didn't have any monitoring equipment, no.
Q. Okay.
With respect to the float thermostatic type of steam trap of the type that were sold for shipboard use in the Navy, have you ever removed any of those cover gaskets that you described on those traps?
A. A few times.

Page 57

Q. Can you estimate how many?
A. Ten or twenty.
Q. And do you know for how long those traps had been in service?
A. No, because they were returned for some reason.
Q. And can you describe how you removed those gaskets, those cover gaskets on float thermostatic type traps?
A. Again, you take all the cover bolts off, typically tap the cover with a hammer and the cover will then break loose. You would pull the cover off. The gasket more than likely would tear and may be partly stuck to the body and may be partly stuck to the cover.
Q. And before installing a new gasket, you would have to remove those portions of the old gasket that had adhered to those surfaces. Correct?
A. That is correct.
Q. And how would you do that, sir?
A. You would use a sharp-edge chisel or a knife and pretty much just peel the gasket off. The gasket is hard, almost like a plasticky type surface, and you could peel it off by, you know,

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 58

sliding the screwdriver or chisel along the surface of the body.
Q. Did you ever use a hand wire brush to assist in removing any particles from those surfaces?
A. No.
Q. Are you familiar with that type of a tool being used for that purpose?
A. Everyone I've ever seen doing it used a sharp-edge blade to clean the surfaces.
Q. Sir, is it your testimony that all the times you have personally removed gaskets and seen others remove gaskets from steam traps, the only tools they have used are those sharp-edge blades?
A. Sharp-edge blade or knife, something that you'd just slide along and peel it away.
Q. You have never seen an individual use any other type of tool for that?
A. Not any motorized type tools, no, or wire type tools.
Q. Well, other than the sharp-edge blades or screwdrivers that you are referring to, what other tools have you seen used?
A. Again, a file with the end ground so that

Page 59

it has a sharp edge on it.
Q. Any others?
A. A chisel is the same way, so that you can take a hammer and just tap it and pull the gasket up.
Q. In any of the instruction manuals that Spirax Sarco and Sarco Company ever made for steam traps, did they ever advise individuals removing gaskets not to utilize a wire brush or a power tool?
A. We did not tell them how to remove the gasket.
Q. And, sir, when you removed the gaskets from float thermostatic type steam traps such as those that were sold to the Navy for shipboard use, did you notice any dust created when you were removing those gaskets?
A. No.
Q. What was the smallest particle you recall being created during that removal process?
A. It would be something in the range of, you know, quarter-inch by quarter-inch.
Q. And again, sir, there was no air monitoring equipment present to detect whether asbestos fibers were being released while you were

Page 60

doing that work. Correct?
MR. DANAHER: Object to the form. Go ahead.
A. There was no air monitoring equipment.
Q. And, sir, have you ever replaced gaskets on an inverted bucket type steam trap that were occasionally sold to the Navy by Sarco and Spirax Sarco?
A. Not a Navy version, no.
Q. On commercial versions of a similar type have you done that work?
A. Yes.
Q. On how many occasions, sir?
A. Thousands.
Q. And can you describe how you would go about doing that?
A. You do it virtually the exact same way as you do on a float trap. Again, you remove the cover bolts, you tap the cover, you break the cover loose. Again, you're going to get your sharp-edge blade out and peel the gasket away.
Q. And were the conditions that you noticed while you were doing that work similar to what you've described with respect to the same type of

Page 61

work, removing gaskets from a float thermostatic steam trap?
A. Yes.
Q. And again there was no air monitoring equipment present while you were doing that work. Correct?
MR. DANAHER: Object to the form. Go ahead.
A. No, there was not.
Q. Now, sir, have you cut new gasket material to put onto these steam traps after you've removed these types of gaskets?
A. We had no sheet material at all at the factory.
Q. What would you use for replacement gaskets?
A. The gaskets we used in production, which were already cut.
Q. And who cut those gaskets?
A. A gasket cutter would get the material and make the gaskets to our specifications.
Q. You say a gasket cutter. Is that somebody employed by Sarco inside the Sarco plant or is it some third party?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 62

A. Third party.
Q. Do you know who cut the gaskets that you ordered?
A. Lehigh Gasket.
Q. Could you spell that for me, please?
A. L-e-h-i-g-h.
Q. And do you know for -- Well, strike that.
Did Sarco tell its customers how to cut replacement gaskets for the steam traps?
A. No, we did not.
Q. Why not?
A. Because we felt that they should buy the proper gasket that was already cut.
Q. And did you sell them those gaskets?
A. Yes, we did.
Q. Let's back up, I guess. You're the stream trap product manager. Does that include the responsibility for replacement parts?
A. Yes, it does.
Q. And does Spirax Sarco sell replacement gaskets today for steam traps?
A. Yes, it does.
Q. And historically has Spirax Sarco also sold replacement gaskets for steam traps?

Page 63

A. Yes, it has.
Q. Has Spirax Sarco sold replacement gaskets to the Navy for use in their steam trap?
A. We make replacement gaskets. Can I say that we've sold them to the Navy? That I can't say.
Q. That's not something that you've personally been involved with in terms of filling out orders for the Navy or any other customer for replacement gaskets. Is that fair?
A. No, I do nothing with order entry.
Q. But you do know that it is a regular part of Spirax Sarco's business to sell replacement gaskets for their steam traps. Correct?
A. Yes.
Q. And you encourage your customers to use the replacement gaskets sold by Spirax Sarco for their steam traps. Correct?
A. Yes. I mean, we want them to have a proper fit.
Q. And by using the Spirax Sarco replacement gaskets, you can ensure that they are getting a proper fit for their steam traps. Is that fair?
A. Yes.
Q. And that was true also for asbestos

Page 64

gaskets before Spirax Sarco ceased using asbestos gaskets in the '89 to '91 time frame. Is that right?
A. Well, the graphite-asbestos. We did not sell asbestos gaskets. They were graphite-asbestos gaskets.
Q. Well, let me reask the question then. Prior to 1989 to 1991 or so when Spirax Sarco stopped utilizing graphite-asbestos gaskets of the type you've described in this deposition, Spirax Sarco sold replacement gaskets of that type for use in their steam traps. Correct?
A. That is correct.
Q. And they advised their customers that in order to achieve a proper fit of the replacement gasket, they should utilize the replacement gaskets made available by Spirax Sarco. Correct?
A. I mean, we didn't go out and promote that. People would just buy the gaskets. It was part of the spare parts list.
Q. What is the spare parts list, sir?
A. It's just in the price book the list of spares that you can buy.
MR. STUEMKE: I'm sorry. Could I have

Page 65

that answer read back? I'm having some phone trouble.
(The reporter read the answer.)
MR. STUEMKE: Thank you.
We have been going for about an hour and a half. I don't have a huge amount left, but why don't we go ahead and take about a five-minute break.
MR. DANAHER: Okay, that's fine.
(In recess 11:28 a.m. to 11:38 a.m.)
BY MR. STUEMKE:
Q. Mr. Radle, we were talking about the replacement gaskets that Spirax Sarco and before it Sarco Company sold for their steam traps. Do any sales records prior to 1990 exist with respect to sales of replacement parts like that?
A. Not that I know of.
Q. If those records exist, do you know who within the company would know that information?
A. There'd be one fellow, his name is Bill Duffy.
Q. I'm sorry. Bill who?
A. Duffy, D-u-f-f-y.
Q. And what is his role in the company?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 66

A. He's actually the credit manager. But he also takes care of the records.
Q. Sir, when did you learn that you would be giving a deposition in this case?
A. Probably about three weeks ago.
Q. And what if anything have you done to prepare yourself for giving this testimony today?
A. I read your client's deposition and I read a few of mine, went over a few of my old depositions.
Q. Did you read all four volumes of Mr. Holdren's deposition?
A. Only to the degree of where he talked about steam traps.
Q. And did you locate those portions for yourself or did somebody point those out to you?
A. I looked at them for myself. I scanned them.
Q. And I don't mean that to be disparaging. I was just wondering if counsel had told you where to look.
A. No. I can do a search on the computer.
Q. So you had the electronic version of the transcripts?

Page 67

A. Yes.
Q. Very good.
And did you see anything in Mr. Holdren's testimony that you found relevant to the question of whether he worked with Spirax Sarco steam traps in the Navy?
A. His description of the trap didn't sound like our trap.
Q. In what way, sir?
A. He had the strainer on the top. And in the dates he was talking about, it would've been the TDN, not the TM 600, and the strainer on the TDN is on the bottom.
Q. Anything else?
A. Well, he didn't say a lot about the trap, so it was very vague.
Q. Now, sir, we talked earlier about the TDN steam trap actually being a steam trap and a strainer combined together. Correct?
A. That is correct.
Q. Did any of the inverted bucket type steam traps sold by Sarco for Navy use on board ship incorporate a strainer?
A. I'm not sure in that case. But if they

Page 68

did, it wouldn't have -- The only strainers we make for that trap is a threaded connection, threads right in, NPT. There is no gasketing. That particular version you can get with or without a strainer.
Q. Now, on those inverted bucket steam traps that do have a strainer, where would the strainer be affixed?
A. The bottom.
Q. Was it ever on the top?
A. No.
Q. Are you aware of any Spirax Sarco steam trap that could have strainers affixed to the top?
A. You actually mean you would access the strainer from the top, correct?
Q. Well, I was just picturing it in the way it would be arranged; one is vertically higher than the other. Can you tell me the distinction that you're drawing?
A. Well, we talk about how you access it. Are you accessing it from the top or are you accessing it from the bottom to get it out?
Q. Let me back up for a second, sir. Do you have Mr. Holdren's deposition with you?

Page 69

A. I haven't been looking at it but it's here.
Q. Okay. Do you know where in his deposition you found the information you are referring to about the strainer locations, what portion of his deposition?
A. Do I right now know where? No, not without paging through the whole thing.
Q. If you would look, sir, at Volume 2 of the deposition, which was on March 26.
MR. DANAHER: We have it. Whereabouts?
BY MR. STUEMKE:
Q. Look on page 176, sir.
A. And what line number?
Q. Beginning at line 10, it looks like Sarco's attorney is asking questions.
A. All right. He says "If my memory is serving me right, there was a bonnet on the top that you had to take off to get to it."
Q. Is that the portion that you were referring to, sir?
A. Yes.
Q. And how exactly is that inconsistent with your understanding of Sarco's steam traps?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 70

A. It's on the bottom.
Q. The bonnet is?
A. Where the strainer is contained, yes.
Q. And other than that, you would agree that Mr. Holdren indicates he's not positive that his memory is correct that that's the location of the bonnet. Correct?
MR. DANAHER: Object to the form. He's not going to characterize the testimony.
A. I can't tell what he was thinking.
Q. But you can tell what he was saying. And what he was saying was that he's somewhat uncertain about the specific location of that bonnet. Correct?
MR. DANAHER: The words speak for themselves. Whatever the words are they are. He's not going to interpret what was said.
MR. STUEMKE: Are you instructing him not to answer?
MR. DANAHER: That question, yes.
MR. STUEMKE: On what legal basis?
MR. DANAHER: Because the words speak for themselves. He is not capable of evaluating whether the witness was reluctant or not reluctant, whether

Page 71

he was sure. There's no proper foundation. He's not in a position to do that. The words are the words.
MR. STUEMKE: And what legal basis is that, the words are the words?
MR. DANAHER: I'm not arguing it with you right now. I'm just telling you he's not going to answer that question.
MR. STUEMKE: Well, that is an improper instruction. We'll have to take that up with Judge Hely.
MR. DANAHER: That's fine.
BY MR. STUEMKE:
Q. Sir, is there anything else about Mr. Holdren's description of working with these traps that you find to be inconsistent with the traps that were sold by Spirax Sarco to the Navy?
A. He makes a misstatement here, "Because it worked on a thermal tape." I have no idea what he means.
Q. And do you know if what he actually said was "tape" or whether the court reporter may have mistranscribed that specific word?
A. Well, I can't tell, but....

Page 72

Q. Because you can't interpret words. Right?
A. Well, it says tape and I can't relate tape to anything, other than if it was a thermostat. It didn't have a thermostat; this was a disc type trap.
Q. And is there any other portion of Mr. Holdren's testimony that you reviewed with respect to steam traps that you found to be inconsistent with the steam traps that Spirax Sarco made and sold?
A. Only the part where he said he would clean it with the wire brush. I don't know how you'd ever get a wire brush down in there. And normally you wouldn't do that, because you would destroy the seating surface.
Q. Now, you would destroy the seating surface depending upon how firmly you used the wire brush. Correct?
A. Generally you never use a wire brush on a seating surface of any type. You use lapping compound if you're going to do any type of cleaning or repairing of that surface.
Q. And was that in any instruction manual that Spirax Sarco provided to the Navy?
A. As I said, I don't know that we supplied

Page 73

instructions to the Navy. The Navy specified everything themselves, as far as we know. It worked totally different than a commercial type item.
Q. But even with respect to the commercial manuals that Spirax Sarco produced, there was never an instruction about not using a wire brush. Correct?
A. In the thermodynamic trap we told them to use a 360 fine grinding compound to clean the disc and seat. So, yes, there was an instruction that basically told you how to do it the correct way.
Q. And you're saying that you didn't provide those same instructions to the sailors in the Navy who were working with the steam traps there. Correct?
A. Again, the Navy, they tell us what they want; we don't tell them. We don't have the option to tell them anything, basically.
Q. Now, you are not familiar with any military specifications for technical manuals, are you?
MR. DANAHER: I'm sorry. Could you just restate that question? I just didn't catch it.
MR. STUEMKE: Sure.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 74

BY MR. STUEMKE:
Q. Mr. Radle, you are not familiar with any military specifications for technical manuals, are you?
A. No, I'm not.
Q. You have never yourself communicated with the Navy about whether or not a technical manual should be provided with your steam traps. Correct?
A. No, I have not.
Q. You've never communicated with a shipyard about that question either, have you?
A. No.
Q. And so when you say what the Navy required, you're not basing that on any specific Navy regulation or any communication you've ever had with the Navy or any of their representatives. Correct?
MR. DANAHER: Object to the form. Go ahead.
A. Correct.
Q. But whatever the reason is, it is your understanding that Sarco never provided any instructions to Navy sailors about how to clean and repair and maintain their steam traps. Correct?

Page 75

A. That is correct.
Q. Other than what you've already identified, sir, do you have any other reason to dispute the accuracy of any of Mr. Holdren's testimony as it relates to his work with steam traps in the Navy?
A. No. He didn't really say a lot.
Q. He answered all the questions he was asked about it, though. Correct?
A. From what I could read on the deposition, yes.
Q. Sir, do you know when Sarco first learned that exposure to asbestos can cause disease in humans?
MR. DANAHER: Object to the form.
A. Could you repeat that again, anyway?
Q. Yes, sir. When did Sarco first learn that exposure to asbestos could be hazardous for humans?
MR. DANAHER: Are you talking about just general asbestos exposure?
MR. STUEMKE: Yes.
MR. DANAHER: Object to the form.
A. I don't have that information anyway. I don't know.

Page 76

Q. You don't know if that happened in 1935 versus 1995?
MR. DANAHER: Or whether it happened at all?
A. We never spoke of it.
Q. So today speaking on behalf of Spirax Sarco, Inc., are you aware whether exposure to asbestos can cause disease in humans?
MR. DANAHER: Object to the form.
A. I personally am not a medical doctor, so I can't answer that question.
Q. And you understand that you have been designated to talk on behalf of Spirax Sarco, Inc. in this deposition. Correct?
A. Correct.
Q. And as you sit here today, you cannot state whether Spirax Sarco, Inc. is aware that exposure to asbestos can cause disease in humans. Correct?
MR. DANAHER: Object to the form.
A. Correct, we do not -- We have never had any meetings on it and don't talk about it and as far as I can see, we had no reason to talk about it.
Q. Spirax Sarco, Inc. is currently unaware

Page 77

whether exposure to asbestos can cause mesothelioma. Correct?
MR. DANAHER: Object to the form.
A. I personally don't know what the other people in the company think that are above me.
Q. And, again, you understand that you are speaking on behalf of the company today. Correct?
A. Correct.
Q. Spirax Sarco, Inc. today does not know whether exposure to asbestos can cause mesothelioma. Correct?
MR. DANAHER: Object to the form.
A. Nobody in our company has a medical degree.
Q. And, sir, I'm going to object as nonresponsive.
Today, sir, Spirax Sarco, Inc. does not know whether exposure to asbestos can cause mesothelioma in humans. Correct?
MR. DANAHER: Object to the form.
A. I have never seen it in writing or verbally from anyone.
Q. Again, I am going to have to object as nonresponsive.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 78

Sir, today it is true that Spirax Sarco, Inc. does not know whether exposure to asbestos in humans can cause mesothelioma. Correct?
MR. DANAHER: Object to the form. He's answered this. He has given you the answer three times.
MR. STUEMKE: Well, he has stated different reasons why he can't give me an answer and I am entitled to an answer.
MR. DANAHER: Well, you've gotten the answer that he's going to give.
MR. STUEMKE: I've gotten three different explanations but no answer.
MR. DANAHER: That's your characterization.
A. I mean, they're all the same. There's never been anything written that I know of or seen and we've never had any meetings about it that I know of and nobody ever talks about it.
Q. Spirax Sarco, Inc. does not know anything about the health hazards of asbestos. Correct?
MR. DANAHER: Object.
A. I can't answer the question.
Q. Spirax Sarco, Inc. does not hold itself

Page 79

out as an expert in health and safety when it comes to industrial conditions, including asbestos exposure. Correct?
MR. DANAHER: Object to the form. If you want to limit it to asbestos, that's fine.
MR. STUEMKE: You can answer the question, sir.
THE WITNESS: Repeat it again?
BY MR. STUEMKE:
Q. Spirax Sarco does not hold itself out as an expert in health and safety relating to asbestos. Correct?
A. No, we're not an expert.
Q. And Spirax Sarco doesn't know what level of exposure to asbestos can cause mesothelioma. Correct?
A. No, we do not know.
Q. Spirax Sarco has never investigated the question of how much exposure to asbestos is required to cause disease in humans. Correct?
A. Correct, we've never investigated it.
Q. Spirax Sarco cannot state that any level of exposure to asbestos above background is safe for humans. Correct?

Page 80

MR. DANAHER: Object to the form. Go ahead.
A. I do not know.
Q. Spirax Sarco has no idea when it first learned that exposure to asbestos could be hazardous to humans. Correct?
MR. DANAHER: Object to the form.
A. Again, we have never discussed it; it's never been put in any memos, anything of that nature.
Q. If Spirax Sarco later says that it knows that exposure to asbestos in humans is safe at certain levels, that's something that you are unaware of speaking as the corporation today. Correct?
A. Again, we have made no statements about asbestos in any way, shape or form.
Q. And you have done no research at all into the question of when Spirax Sarco or Sarco before it were told that exposure to asbestos could cause disease in humans, if they ever were. Correct?
MR. DANAHER: Object to the form.
A. I have no way of knowing if we were ever told by any of our suppliers.

Page 81

Q. Or by anybody else. Correct?
A. Or by anybody else.
Q. And you say you have no way of knowing. But, with respect, you've never checked, have you?
A. No.
Q. You've never done any investigation on that question. Correct?
A. No.
Q. And doing an investigation of corporate documents and talking to former employees and things like that are means by which one could attempt to investigate that question. Correct?
MR. DANAHER: Object to the form.
A. I don't -- I can't answer that question. I don't know.
Q. You've been asked these questions before about when Spirax Sarco learned about the potential hazards of asbestos. Correct?
A. Yes.
Q. And even after having been asked those questions before, you have still never investigated that question. Correct?
MR. DANAHER: Object to the form.
A. Correct.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 82

Q. Why is that?
MR. DANAHER: Object to the form.
A. There's no asbestos in any of our products.
Q. Today?
A. Today.
Q. How do you know that?
A. Because when we changed the gaskets out, I mean, that was pretty much the end of it.
Q. You would agree that if Spirax Sarco was selling asbestos-containing products today, that would be unreasonable. Correct?
MR. DANAHER: Object to form. He's not going to answer that.
MR. STUEMKE: On what basis?
MR. DANAHER: That's argumentative.
MR. STUEMKE: It's not argumentative.
MR. DANAHER: Of course it is. And what does "unreasonable" mean? No, he's not going to answer that.
BY MR. STUEMKE:
Q. Sir, do you think it would be a good idea for Spirax Sarco today to sell asbestos-containing products?

Page 83

MR. DANAHER: Object to the form of that. He's not going to answer that either. You're just being argumentative at this point.
BY MR. STUEMKE:
Q. Sir, if Spirax Sarco knew in 1972 that asbestos could cause cancer in humans, should it have continued to sell asbestos-containing products?
MR. DANAHER: Object to the form of that. Why don't you limit it to his product in the form in which it was? Even then, we can't establish that it was a cause of any condition.
MR. STUEMKE: Answer the question, sir.
MR. DANAHER: What's the question?
MR. STUEMKE: Well, let's read it back.
Counsel, I don't answer your questions. This is a deposition of your client, so he's the one who answers the question.
MR. DANAHER: I just asked you what the question was.
(The reporter read the pending question.)
MR. DANAHER: He's not going to answer that. I am instructing him not to answer.
MR. STUEMKE: On what legal basis?
MR. DANAHER: It is argumentative. It has

Page 84

no bearing on the issues in this case. And the way --
MR. STUEMKE: Under the Massachusetts rules, argumentative and irrelevant are not proper bases to instruct a witness not to answer the question.
MR. DANAHER: Actually, you're bordering on harassment at this point.
MR. STUEMKE: Well, if you feel I'm harassing you, that is frankly irrelevant. I am not getting answers to my questions that I'm entitled to, and it's not harassment to keep asking them.
MR. DANAHER: Well, you're asking very imprecise, irrelevant questions that are geared solely to be argumentative and for purposes of harassing this witness.
BY MR. STUEMKE:
Q. Mr. Radle, do you feel harassed?
A. I believe you're asking me questions that I can't answer.
Q. And with respect, sir, the reason that you can't answer those questions is because it's never been a part of your job to determine how to help mitigate the effects of asbestos. Correct?

Page 85

A. No, it's never been part of my job.
Q. And in preparing for this deposition, you were never asked or instructed to prepare yourself to answer these types of questions on behalf of the company. Correct?
MR. DANAHER: Correct, because it's beyond the scope of the notice.
BY MR. STUEMKE:
Q. Sir, do you know who within the company would better be able to answer questions regarding when if ever the company learned that exposure to asbestos could be hazardous?
A. There's nobody in the company any longer that even worked during that time period.
Q. Sir, do you believe that exposure to -- Strike that.
Sir, do you believe that an individual replacing asbestos-containing gaskets on Sarco steam traps could be exposed to asbestos?
A. No.
Q. And what is the basis for that belief?
A. From my own experience of removing gaskets.
Q. And, again, you indicated that there was

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

never any air monitoring that was done of the air around you while you were doing that work. Correct?
A. That is correct.
Q. Other than that, has Spirax Sarco ever done any investigation into whether an individual could be exposed to asbestos from working with their steam traps?
A. Not that I know of.
Q. Has Spirax Sarco ever warned any of their customers about potential hazards of any potential exposure to asbestos from their products?
MR. DANAHER: Object to the form. Go ahead.
A. No.
MR. STUEMKE: At this time I am going to pass the witness. Thank you for your time, Mr. Radle.
MR. DANAHER: Any other questions?
MR. GRAHAM: I have some questions on the phone.
MR. DANAHER: Who's that?
MR. GRAHAM: This is Brad Graham.
MR. DANAHER: Representing?
MR. GRAHAM: Garlock.

MR. DANAHER: Okay.
EXAMINATION
BY MR. GRAHAM:
Q. Sir, can you hear me all right?
A. Yes, I can hear you fine.
Q. Earlier you mentioned Garlock gaskets. Do you have any information that Franklin Holdren worked with Garlock gaskets that may have been sold with a Spirax or Sarco product?
MR. STUEMKE: Objection.
A. No, we do not.
Q. Do you have any information that Mr. Holdren worked with Garlock gaskets sold as replacement parts by Spirax or Sarco?
MR. STUEMKE: Objection, form.
A. No, we do not.
MR. GRAHAM: That's all I have. Thank you, sir.
MR. DANAHER: Any other questions?
(Pause) I have no questions. Thank you very much.
MR. STUEMKE: Thank you.
(Deposition concluded at 12:07 p.m.)

COURT REPORTER'S CERTIFICATE

I, J. Edward Varallo, RMR, CRR, Registered Professional Reporter, and Licensed Shorthand Court Reporter in the State of Connecticut (License #431), hereby certify that the deposition of Bernard J. Radle taken on April 9, 2009, in the matter of Franklin D. Holdren and Janice A. Holdren v. Alfa Laval, Inc., et al., was stenographically recorded by me and transcribed.

I certify that the deponent was duly sworn to testify to the whole truth and nothing but the truth; and that the deposition transcript produced by me is true and accurate to the best of my ability.

I certify further that I am not counsel, attorney, or relative of any party litigant, and have no interest, financial or otherwise, in the outcome of this suit.

_____

DATED: 4/15/2009 J. Edward Varallo

WITNESS: Bernard J. Radle
DATE: April 9, 2009
CASE: Franklin D. Holdren and Janice A. Holdren v. Alfa Laval, Inc., et al.

DISTRIBUTION TO COUNSEL The original signature page/errata sheet was sent to The Coady Law Firm to obtain signature from the deponent. When signed, please send original to Jason K. Henderson, Esq., who will supply a copy of the signed errata sheet to other counsel present at the deposition.

WITNESS INSTRUCTIONS After reading the transcript of your deposition, please note any change or correction and the reason for it on the errata sheet. DO NOT make any notations on the transcript itself. Use additional sheets if necessary.

SIGN AND DATE THE ERRATA SHEET and return it, along with the transcript, to your counsel.

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EXHIBIT 10

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STATE OF SOUTH CAROLINA	COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	Case No(s).:08-CP-23-9194
Susan K. Lenz, individually and as Personal Representative of the Estate of Gary W. Lenz, Plaintiff, -VS- Allis Chalmers Corporation Product Liability Trust, et al Defendant.	TRANSCRIPT OF RECORD DAY 14 of 14 (June 5, 2009)

May 18, 2009 - June 5, 2009
Greenville, South Carolina

B E F O R E:

HONORABLE LARRY R. PATTERSON, Judge.

A P P E A R A N C E S:

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BRENT KARREN, Esquire
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Attorneys for Defendant John Crane, Inc.

Reported by: Mary DiGirolamo
Circuit Court Reporter

Transcribed by: Teresa B. Johnson
Circuit Court Reporter

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reasonably could have obtained from the scientific and medical community. In determining whether a defendant was negligent, you must determine whether it knew or should have known that its conduct would likely cause harm to someone. You are permitted to consider the knowledge that the manufacturer had, or reasonably could have had based on the information available to it at the time of the manufacture of its product.

You should ask yourself whether a defendant could have reasonably foreseen that working people using its product might contract mesothelioma from being exposed to the product. Whether a defendant's product was unreasonably dangerous depends on whether the danger was reasonably foreseeable. A manufacturer must exercise reasonable care and forethought to discover a danger.

You need to keep in mind that the state of the art sometimes changes. In concerning the state-of-the-art in regards to a negligence claim you must consider only the state-of-the-art at or near the time that a defendant sold its product. You should ask yourselves what was the state-of-the-art when the plaintiff's deceased husband

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began to work and what was the state of the art at various other dates up until the time he stopped working. Those the are time frames you're concerned with in regard to state-of-the-art.

Now, a duty to warn arises when a reasonable manufacturer or seller knows or should know of the need for it, as I've explained that to you. It may exist at the time of sale. It may also arise after its manufacture or sale because the duty to warn is a continuous one. Therefore if information is received after the sale of the product by the seller or manufacturer which would put a reasonable person on notice of a duty to warn as I've instructed you, then there is a continuing duty to warn which must be fulfilled in a reasonable manner.

Now, in this case a defendant had a continuance duty to warn when it knew or reasonably could have known through state of the art evidence that a product was or was likely to be unreasonably dangerous to persons working with it, or others working in the vicinity at the time the plaintiff's deceased husband was exposed to a defendant's product. If the duty to warn did not arise until after plaintiff's exposure to any of

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the defendant's products containing asbestos, then of course a defendant is not liable. If the exposure occurred after -- if the duty to warn arose after the plaintiff stopped working, then they had no liability under this theory of negligence.

I'm going to give y'all a five-minute break and then I'm going to finish up with causation and damages, if any. Okay. I'll let y'all step out just for a minute. It's going to take me a little while.

(**WHEREUPON**, the jury exits at approximately 2:47 p.m.)

(**WHEREUPON**, a short recess was taken.)

(**WHEREUPON**, the jury enters at approximately 3:05 p.m.)

THE COURT: Y'all have a seat. Ladies and Gentlemen, before -- we went out after 45 minutes almost. I had explained to you the general instructions and the responsibilities of everyone, and that the plaintiff has to prove their theory of negligence. They have to prove negligence, that the negligence was a proximate cause of the injuries and damages, and prove injuries and damages all by the greater weight or preponderance

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of the evidence. And I covered with you the theory of the negligent failure to warn, and the duties of the law in that regard. And I covered with you the law in regard to the state of the art and any industry and government standards. Now, that covered the negligence portion. If the plaintiff has proven negligence by the greater weigh of the preponderance of the evidence, then you must look at the issue of whether or not that negligence was a proximate cause under the law of this state.

And in regard to product exposure, in cases such as this, the plaintiff must prove by a preponderance of the evidence that the plaintiff's deceased husband was, on a regular basis, over some extended period of time in close -- in proximity to where the plaintiff actually worked, that that plaintiff was exposed to a defendant's product, exposed to defendant's product on a regular basis over an extended period of time, in proximity to where the plaintiff actually worked. That must be established to you by the greater weight or preponderance of the evidence. That's what referred to as the frequency, regularity and proximity test of exposure in products liability

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MR. HAYES: They want a copy of the Selikoff book?

THE COURT: Yeah. That's not in evidence.

MRS. McVEY: It is not in evidence.

MR. BOUCH: It is a demonstrative exhibit that we were allowed to show.

THE COURT: I know. They wanted the post-it notes. They asked about if they could have the Lenz deposition. They wanted to get a formal written definition of negligence and proximate cause. That's about the whole charge. That's half the charge.

MR. BOUCH: I would just ask if you give them the whole charge if they want that charge.

THE COURT: Negligence encompasses the duty to warn, state-of-the heart, the whole shabang. I could tell them we can replay the Lenz deposition in the courtroom if they want to hear it.

MR. BOUCH: I think it went for three hours.

THE COURT: Is it three hours?

MR. BOUCH: It went awhile.

MR. MERIWETHER: It is at least two full hours.

MR. MASSENBURG: Portions were read separately. We had portions read separately.

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day of Friday, 2009.)

(END OF PROCEEDING)

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I, the undersigned, Teresa B. Johnson, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned case on the 5th day of June, 2009, relative to appeal, in the Court of Common Pleas for Greenville, South Carolina, on this 20th day of May, 2010.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

June 18, 2010

_____

Teresa B. Johnson

Official Court Reporter

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EXHIBIT 11

State of South Carolina
County of Spartanburg

In the Court of Common Pleas

Beverly Dale Jolly and Brenda Rice Jolly, Plaintiffs, -vs- Crosby Valve, LLC and Fisher Controls International, LLC, Defendants.	2016-CP-42-1593 August 3, 2017 Volume 9 of 9 Pages 1996 - 2224 Transcript of Record

B E F O R E:

The Honorable Jean Hoefer Toal, Judge;
and a jury.

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Von Briesen & Roper
Attorneys for Defendants

Diane L. Marcengill, RPR, CRR
Circuit Court Reporter

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I N D E X

Witnesses	Page
Closing Argument By the Plaintiffs	2029
Closing Argument By the Defense	2067
Reply Argument By the Plaintiffs	2090
Charge Conference	2109
Jury Charge	2112
Verdict	2218

E x h i b i t s

For the Plaintiffs:

Marked	Description	I.D.	Admitted
None offered.			

For the Defendants:

Marked	Description	I.D.	Admitted
None offered.			

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circumstances.

The sophisticated user doctrine is typically applied as a defense to relieve the supplier of liability for failure to warn where it is difficult or even impossible for the supplier to meet its duty to warn the end users of the dangers associated with the use of the product, and the supplier therefore relies on a sophisticated or learned intermediary to warn the end user.

When a party asserts an affirmative defense such as sophisticated user, the burden of proof is on the defendant to show that it was reasonable to rely on a sophisticated user or learned intermediary to notify the end user of dangers associated with the product, and it was difficult or even impossible for the defendant to warn the end user of the danger.

State of the art. Something that you must consider in assessing the defendants' product and the defendants' conduct is state of the art at the time the product left the defendants' hands. The issue of due care, as well as breach of any warranty, must be assessed in the light of circumstances existing at the time of sale.

In order for plaintiffs to prove their case in a products liability action, they must show that the

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product was in a defective condition at the time it left the hands of a particular seller. The product must be measured against the standards existing at the time of sale. State of the art includes all reasonably available scientific knowledge on the subject at a given time. This includes scientific, medical, engineering, and other knowledge that may be available. State of the art includes the element of time, what is known when this knowledge was available. If the product was nondefective under standards existing at the time of manufacture, the manufacturer does not have a post sale duty to warn. You should return a verdict in favor of the plaintiffs only if, in considering the state of the art existing at the time, defendants' product was defective.

Intervening cause. The chain of the causation between the defendants' negligence and the injury may be broken by independent intervening acts or omissions of another person over whom the defendant has no control.

In order to decide whether an intervening act breaks the chain of causation, you must determine whether the intervening act or omission was reasonably perceivable by the defendant. If the intervening act or omission was a probable consequence of defendant's

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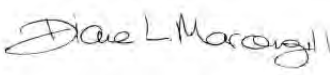
Certificate of Reporter

I, Diane L. Marcengill, Official Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of a portion of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Spartanburg County, South Carolina, on the 3rd day of August 2017.

This transcript may contain quoted material. Such material is reproduced as read by the speaker.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 3, 2017



Diane L. Marcengill, RPR, CRR
Circuit Court Reporter

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EXHIBIT 12

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
KEITH W. PARK,)	C/A NO. 2021-CP-40-02727
individually and as the)	
Personal Representative)	In Re:
of the Estate of)	Asbestos Personal Injury
ISABELLA PARK,)	Litigation
)	Coordinated Docket
Plaintiff,)	
)	
vs.)	
)	
ARMSTRONG INTERNATIONAL,)	
INC., et al.,)	
)	
Defendants.)	
)	

CERTIFIED COPY

VIDEO CONFERENCE DEPOSITION OF

VISTRA CORP. AND VISTRA INTERMEDIATE COMPANY, LLC

(WARREN E. MADDOX)

TUESDAY, MAY 3, 2022

Reported By: Shirley Koch, RPR
California CSR No. 10849

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Page 2

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Page 6

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Page 7

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
LINDA G. WILSON, individually and as the Personal Representative of the Estate of WILBUR D. WILSON,) C/A NO. 2021-CP-40-02119
) In Re: Asbestos Personal Injury Litigation
) Coordinated Docket
Plaintiff,
vs.
ARMSTRONG INTERNATIONAL, INC., et al.,
Defendants.

VIDEO CONFERENCE DEPOSITION OF
VISTRA CORP. AND VISTRA INTERMEDIATE COMPANY, LLC
(WARREN E. MADDOX)
TUESDAY, MAY 3, 2022

Reported By: Shirley Koch, RPR
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ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 14

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Page 15

* * *

VIDEO CONFERENCE DEPOSITION OF WARREN E. MADDOX, RULE 30(b)(6) WITNESS FOR VISTRA CORP. AND VISTRA INTERMEDIATE COMPANY, LLC, commencing from 11:17 a.m. to 2:10 p.m. Eastern Daylight Time, Tuesday, the 3rd of May, 2022, was taken on behalf of the Plaintiffs and reported stenographically by Shirley Koch, Certified Shorthand Reporter for the State of California, CSR No. 10849, RPR.

The witness's physical location for the taking of the deposition was Charleston, South Carolina.

The reporter's physical location for the taking of the deposition was Lake Forest, California.

Page 16

I N D E X

EXAMINATION BY	PAGE
MR. BLUMENFELD-JAMES	18, 93
MR. GUERRIERE	91

E X H I B I T S

NUMBER		PAGE
1	Park vs. Armstrong International, Inc. Plaintiff's Third Amended Notice of 30(b)(6) Deposition of Defendants Vistra Corp., f/k/a Vistra Energy Corp., Individually and as Successor-In-Interest to CRS Sirrine a/k/a CRSS, as Successor-In-Interest to J.E. Sirrine and Defendant Vistra Intermediate Company LLC, Individually and as Successor-In-Interest to CRSS Inc. and Subpoena Duces Tecum	22
2	Park vs. Armstrong International, Inc. Defendant Vistra Intermediate Company, LLC'S and Vistra Corporation's Responses and Objections to Plaintiff's Rule 30(b)(6) Deposition and Subpoena Duces Tecum	22
3	Wilson vs. Armstrong International, Inc. Plaintiff's First Amended Notice of 30(b)(6) Deposition of Vistra Corp. & Vistra Intermediate company LLC. & Subpoena Duces Tecum	22
4	Wilson vs. Armstrong International, Inc. Defendant Vistra Intermediate Company, LLC'S Responses and Objections to Plaintiffs' First Amended Rule 30(b)(6) Deposition and Subpoena Duces Tecum	22
5	Handwritten Notes Re: Bates Stamp Numbers	24

Page 17

E X H I B I T S

NUMBER		PAGE
6	Documents Re: Greer Facility	37
7	Documents Re: Spartanburg Facility	48
8	Documents Re: Champion Paper	64
9	Construction Contract Between Union Camp Corporation and Daniel Construction Company for Sirrine Job No. P-170	74
10	Documents Re: BASF	83
11	Documents Re: Carolina Eastman Co.	84

QUESTIONS MARKED
(NONE)

INFORMATION REQUESTED
(NONE)

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 18

TUESDAY, MAY 3, 2022
11:17 A.M. EASTERN DAYLIGHT TIME

(The oath was administered to the deponent, WARREN E. MADDOX, RULE 30(b)(6) WITNESS FOR VISTRA CORP. AND VISTRA INTERMEDIATE COMPANY, LLC, as follows:)

THE REPORTER: Do you solemnly state, under penalty of perjury, that the testimony you shall give in this deposition shall be the truth, the whole truth, and nothing but the truth?

MR. MADDOX: I do.

EXAMINATION

BY MR. BLUMENFELD-JAMES:

Q. Very good. Sir, can you please state and spell your name for the record.

A. Warren Eugene Maddox. W-A-R-R-E-N. E-U-G-E-N-E. M-A-D-D-O-X.

Q. And I know that there are other matters in which you've been deposed, so I'm not asking about those. But in cases where there's a claim of injury as a result of asbestos exposure, on how many occasions have you been deposed?

Page 19

A. Just the cases that are relative to what your company and Vistra Energy has been involved in.

Q. So is that just two other times; one by Mr. Holder in August and one by Rachel in November?

A. Those two, plus -- I don't remember the other gentleman's name.

MR. GUERRIERE: David Humen.

THE WITNESS: David Humen.

BY MR. BLUMENFELD-JAMES:

Q. Gotcha. Three times. I apologize. I had forgotten about David's deposition.

Any other depositions besides those three?

MR. GUERRIERE: Jordan, are you asking about just for the -- the Vistra Energy past depos?

MR. BLUMENFELD-JAMES: Correct.

BY MR. BLUMENFELD-JAMES:

Q. So I know that -- I know there's other matters that you've been deposed on and in other areas, but I'm just focusing on -- let me ask it this way.

As the corporate representative for Vistra, have you sat for deposition on any other occasions besides the three that you sat on in -- in DOBS cases?

A. Well, it would be, Jordan, just the three depositions that we talked about, and there were multiple cases in each of those matters. In the first one -- in the first one, it was just the one case. In the subsequent one, we've done multiple cases.

Page 20

Q. And that's what we're doing today. You understand that, that we're here for the Park case and the Wilson case; correct?

A. That's correct, yes.

Q. Okay. And you understand that in those other cases -- as in this those other cases, you're here as the corporate representative, and Vistra is bound by your words; correct?

A. That's correct, yes.

Q. Okay. And I know this has been talked about in the past. Vistra is what the entity is known as today. In the past, it's been known as Sirrine and other related names. I'm going to most likely refer to it as Vistra or Sirrine, but if at any time we -- my reference to the company is inappropriate because of the time period we're talking, just let me know. I don't want my brevity or my desire to -- to simplify things to confuse things; is that fair?

A. That's fair.

Q. Okay. As far as the deposition today in the Wilson and Park case, what documents have you reviewed?

A. Well, I've reviewed the documents that has been produced to you from Vistra. And -- and that would be -- I've got a note here. I've got Vistra Bates numbers 1 through 914 on Park and through 13488 on Wilson. Plus, on Wilson we've got some BASF documents, some Eastman documents. I've got transcripts from Wilson's depositions. There's six volumes of that. The pleadings that have been made as kind of, you know, the documents that Plaintiff has furnished me but they've also furnished you.

Page 21

Q. When you say the Plaintiff, do you mean --

A. Vistra's corporate attorneys.

Q. Gotcha. Very good.

Have you reviewed the deposition notices?

A. Yes, I have.

Q. Okay. And I'll share my screen here -- at least attempt to. And you can see that; is that correct?

A. Yes.

Q. Excellent. We -- we practiced before we started, and I'm glad we did because it's working. This is the deposition notice in Park.

MR. BLUMENFELD-JAMES: I'll go ahead and mark that as Exhibit 1.

There is an objection and response from Vistra. I'll mark that as Exhibit 2.

We have the deposition notice for Vistra --

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 22

sorry -- for Wilson. I'll mark that as Exhibit 3.
There's an objection as well. I don't have that. I will get it, though. I'm not hiding it from you. I just -- I don't have it as we sit here today.
(Exhibit Nos. 1 through 4 were marked for identification and will be provided by Mr. Blumenfeld-James.)
BY MR. BLUMENFELD-JAMES:
Q. In your own words after reviewing the deposition notices, why do you believe you've been selected to be the corporate representative?
A. Well, I've been selected as a corporate representative. I was approached by Saxon and -- and Will Early and asked if I would be the corporate representative for Vistra Energy. And they explained the succession of J. Sirrine to CRS Sirrine to Jacobs to the -- Vistra Energy and that whole scenario of different transactions. And that Vistra, having purchased the power sector of CRS Sirrine's corporate structure, has some liability exposure based on the lawsuits that are being filed.
I'd -- you know, they approached me because I worked at Sirrine and -- and I've been in contact with Will's firm in the past because they've deposed me on different projects.

Page 23

Q. Let me ask you this. Regarding this deposition, just regarding Park and Wilson, these matters, have you spoken with anybody about the -- about this deposition?
A. Only Saxon and Will.
Q. Now, they're attorneys, so I want to make clear that I'm not seeking the information you guys discussed. That's attorney client and so know that. But I am -- I do want to know how many times did you talk to them regarding this case -- these cases?
A. We've had -- we had two phone calls in the last week.
Q. And for how long did those phone calls last?
A. One about an hour and the other about two hours maybe. Something like that.
Q. Okay. Any other conversations besides the two phone calls?
A. No.
Q. Okay. Did you take any notes during either your review of documents or during the phone calls?
A. The only notes I took were just jotting down some Bates numbers that, you know, of documents that had some references to either J.E. Sirrine, Sirrine, CRS Sirrine. So I've got some -- you know, couple of notes on my paper here just about some Bates numbers.

Page 24

MR. BLUMENFELD-JAMES: What I'll do is I'm going to mark that as No. 5. I won't ask for it now, but we'll get a copy of that to the court reporter later.
(Exhibit No. 5 was marked for identification and will be provided by Mr. Guerriere.)
BY MR. BLUMENFELD-JAMES:
Q. A couple things I just want to make sure are still true. I'm going to make an effort not to go over what you went through with -- in any of the three prior depositions. I'm -- my effort here is definitely to just focus on what's in Park and Wilson. I do want to establish a few things just to make sure, but please know that I'm not trying to plow through old territory.
Looking at the prior depositions, you guys were unable to locate the original purchase agreement, and the earliest one is from 1994. Just want to make sure that's still true.
A. The purchase agreement between -- in 1994 between Jacobs and CRSS?
Q. Yes. That's the earliest purchase agreement in time that you guys have been able to locate; correct?
A. That's correct, yes.
Q. Okay. And Rachel asked you this question

Page 25

fairly cleanly. I just want to make sure that it's still true, that at this time Vistra is not claiming that they are not the proper successor to Sirrine in this litigation; correct?
A. That's correct.
Q. Okay. What -- excuse me.
What I want to do is go through some work sites at issue in Park and Wilson. I'll start with Park. Do you have an understanding as to what work sites, what locations, are at issue in Park?
A. Yes.
Q. And what is your understanding?
A. That would be the Hoechst Celanese plants in Greer, South Carolina, and Spartanburg, South Carolina.
Q. And have you reviewed any documents related to those facilities?
A. Yeah. I've reviewed the documents that we just mentioned earlier, the Vistra Bates Nos. 1 through 914.
Q. Were any of those specific to the facility -- the facilities?
A. There's some mention of the facility in some of the later documents, yes.
Q. Okay. I'm going to go over some work sites -- some documents that I believe are part of the production done by an another entity. And, you know, this is my

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 26

first time handling a deposition involving this entity in South Carolina.

My understanding is that you guys have had these documents, but if for some reason you haven't seen these before, you know, let me know and we will -- I'll send them over to you, you'll have a minute to look at them, and then we'll go from there. But I'll start with sharing my screen here.

MR. GUERRIERE: Jordan, before we go on, are these documents that have been produced in this case?

MR. BLUMENFELD-JAMES: Let me unshare the screen. Sorry. I just can't see you. I want to be able to see you.

What I was told is that they were -- they've been produced either in this case or in prior cases and that you guys already have them. But if you'd like, I'm happy to go off the record now, e-mail them to you, give you a few minutes to look at them so you don't feel like there's any surprise, and then ask you some questions on them to make sure you have them.

Do you want to do that?

MR. GUERRIERE: Sure. I'm just going to make an objection on the record to the extent these documents were not produced in this case and we had not received them and did not have an opportunity to review them

Page 27

before the deposition. Okay. That's it.

MR. BLUMENFELD-JAMES: Yeah, that's fine. Why don't we -- let's go off the record.

(Recess taken from 11:32 a.m. to 12:18 p.m.)

MR. BLUMENFELD-JAMES: Why don't we go back on the record.

All right. We've taken some time off the record. Counsel made an objection that some of these documents may not have been produced. We met and conferred, and I gave counsel and the witness the time they requested -- I think 15, 20 minutes to review the documents -- to try to alleviate any concern. The objection, of course, still stands. I just wanted to state for the record what occurred off the record.

Saxon, anything to add? I don't want to be perceived as misstating anything factually that happened over the last half hour.

MR. GUERRIERE: No. We're good to proceed. Thank you.

MR. BLUMENFELD-JAMES: Very good.

BY MR. BLUMENFELD-JAMES:

Q. All right. So take two. Let's see if I can share my screen, and we can talk about some of these documents. All right.

Page 28

I want to first start with the one -- where did it go? I want to start with Greer, actually. I think the first document in order for Greer is -- we have two documents dated November 20th, 1963. One is going to be littler than the other. But let's start with this one. The Bates stamp at the bottom is Daniel_Sizemore_03995.

Do you see that?

A. Yes.

Q. And this is a lump sum contract for the Celanese plant in Greer. Do you see that?

A. Yes.

Q. Okay. And have -- is this one of the documents you've reviewed before or no?

A. No.

Q. Okay. Looking here at this second page of the document, which has page 1 down at the bottom, you see here that it is called out that Sirrine Company -- it says:

"The plans and drawings, which are hereby made as part hereof, are those prepared by J. E. Sirrine Company, Engineers-Architects, consisting of the following."

And then it lists all the buildings that are being constructed as part of the job site which is the

Page 29

administration and shops and storage buildings. Do you understand that?

A. Yes.

Q. So the way I'm reading this document is Daniel is contracting with Sirrine and Celanese to have Sirrine help with the construction of the administration, shops, and storage buildings. Is that a fair reading of this document?

A. Well, Daniel's contract is with Celanese. It's not with J.E. Sirrine Company. It's with Celanese. They're doing the plans as drawn by J.E. Sirrine Company.

Q. So J.E. Sirrine Company did the actual plans for the construction of the administration, shop, and storage buildings; is that correct?

A. Yes.

Q. Okay. And at the bottom of page 2, where I guess they're more than -- at the bottom third:

"The specifications, which are hereby made a part hereof, are those prepared by J. E. Sirrine Company, Engineers-Architects, dated October 1, 1963, titled 'Specifications for Labor and Materials, Administration and Shops, and Stores Buildings for Celanese

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 30

Plastic Company, a division of Celanese Corporation of America, Greenville, South Carolina', and Addenda thereto, No. 1 dated October 14, 1963, No. 2 dated October 21, 1963, No. 3 dated October 24, 1963, and No. 4 dated November 7, 1963."

So this says that it is Celanese that specified the parts and the labor and materials to be used; correct?

A. Well, yes. It's got the specification for labor and materials.

Q. So is it, then, your understanding that it was Celanese that decided what materials were to be used at the facility -- sorry -- in the construction of these buildings?

A. Yes.

Q. Okay. And that would include any asbestos-containing materials; correct?

MR. GUERRIERE: Objection to form.

THE WITNESS: If there were any, yes.

BY MR. BLUMENFELD-JAMES:

Q. Now we turn to the last page, Schedule B, which includes the unit prices. Do you see that?

A. Yes.

Page 31

Q. One of the last items listed is "Vinyl Asbestos Floor Tile"; correct?

A. Yes.

Q. So while there may have been other asbestos used during the construction of the units -- sorry -- during the -- during these buildings, we do know that at a minimum there was asbestos-containing floor tile used; correct?

MR. GUERRIERE: Objection to form.

Go ahead.

THE WITNESS: Yes.

BY MR. BLUMENFELD-JAMES:

Q. Okay. Do you have -- you -- Celanese doesn't have -- sorry. Vistra doesn't have any records regarding this construction; correct?

A. That's correct.

Q. Okay. So as far as any questions of what other asbestos-containing materials might have gone into the construction of these buildings, Vistra wouldn't have any of that information; correct?

A. That's correct.

Q. And there was a change order here. I have it up. The Bates stamp is 03991. This document is also dated January 30th, 1964. Do you see that?

A. Yes.

Page 32

Q. And this is sort of -- anyone who's done even remodeling to a house knows that when you're sort of changing plans and adding to either the scope or the materials or what might be used, this is sort of a document that signifies that there was a change and here's sort of what the change is; is that correct?

A. Yes.

Q. Okay. And what we have here down at the bottom -- and I know this sort of stamp that says "Change Order," that goes through, but it says:

"Reference Daniel Construction Company's letter of January 17th, 1964 and meeting with Mr. Clyde Ellison at J. E. Sirrine on January 29, 1964."

Do you see that?

A. Yes.

Q. And so these are changes pursuant to a meeting with the Sirrine Company; correct?

A. Yes.

Q. And, in fact, we have that January 17th letter here, Bates-stamped 03983; is that correct?

A. Yes.

Q. Now, on -- on this letter from January 17th, we know that it is to -- we know they're revisions to drawings, but the drawings aren't attached, and we don't

Page 33

really know what the scope of the work entails; correct?

A. That's correct, yes.

Q. But if we look here at the other document, 03991, we see that the drawing has to do with changing to piping; is that correct?

A. Two of the items are -- are piping changes, yes.

Q. So at least two of the drawings discussed, 121-1E and 71-2E, involve changes to piping; correct?

A. Yes.

Q. And, in fact, No. 4 also talks about piping in a meter house; correct?

A. No. 4 is "Meter house complete, less piping." So there's no piping included in that particular item.

Q. That was going to be my question. Less piping, does that mean it was eliminated or just reduced? So I appreciate that. That being said, as far as the piping, we -- we don't have any other documents, you don't have any documents; so we don't know exactly what kind of piping this entails; correct?

A. No.

Q. Sorry. I asked a -- a question that elicited a double negative, and that's my fault.

I'm correct that we don't know what kind of piping this was; true?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 34

A. That's correct. We do not.
Q. Very good. And, again, I -- that's my fault. I'm supposed to ask better questions. So I apologize for that.
That being said, since we know that Sirrine is responsible for what materials are to be used, if this was piping that required insulation and asbestos insulation was chosen, it would be Sirrine who made that decision; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: No.
BY MR. BLUMENFELD-JAMES:
Q. Why do you say that's not correct?
A. Because we're doing work for Celanese, and Celanese is -- you know, has the corporate -- their corporate specs, and we used their specs for -- for that project.
Q. Well, we read before here in the contract, did we not, that Sirrine is the one responsible for deciding labor and materials?
A. No. We -- we read that Sirrine produced specifications for labor and materials, but the way Sirrine worked is we typically get specifications from a client for the types of materials that they already have on -- on site, and then we utilize the same materials

Page 35

that they're using on site.
So the client, Celanese, would be telling us what type of piping materials, what type of insulation they want to use. If they've got any particular brands of valves within the piping, then we're going to be specifying the same type of valves and such.
Q. Respectfully, you were not employed by Sirrine at the time; correct?
A. That's correct.
Q. You started -- I'm sorry -- in '77? Is my memory correct?
A. Your memory is correct, '77.
Q. Okay. So this is 14 years prior. You haven't reviewed any of the documents, aside from this, associated with the construction here; is that correct?
A. That's correct.
Q. So you don't have any personal knowledge that it was -- you know, let's take the example -- instead of -- instead of piping, we know that there was vinyl asbestos flooring put in. You don't have any personal knowledge that Celanese or Daniel told Sirrine to specify vinyl asbestos floor; correct?
A. I don't have personal knowledge of that, no.
Q. And you don't have any documents showing that it was Daniel or Celanese that told Sirrine to specify

Page 36

vinyl asbestos floor tile; correct?
A. That's correct.
Q. Similarly, were there to be any asbestos-containing pipe insulation specified by Sirrine, you don't have any documents showing that it was Daniel or Celanese that told Sirrine to specify asbestos-containing pipe insulation; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: No. I don't have any documents stating that. I'm -- I'm telling you, based on my experience and working at Sirrine, that's the way corporate industrial clients work, is that they specify the types of materials and then they even furnish guide specifications for us to use. So that's a typical way that Sirrine did business.
MR. BLUMENFELD-JAMES: Respectfully move to strike the nonresponsive portions.
BY MR. BLUMENFELD-JAMES:
Q. That's based on the experiences you had from 1977 moving forward. You didn't have any experience doing these sort of jobs for Sirrine in the mid 1960s, specifically 1963 when this occurred; is that correct?
A. No. I don't have personal experience of it, but I did work with people, you know, that have worked on these types of projects, and that's what they said

Page 37

we've always done, that's the type of work we did.
Q. Have you spoken with anyone regarding this Greer project?
A. No.
Q. Have you confirmed with anybody that -- have you spoken with anyone who stated that it was Daniel or Celanese that told Sirrine during this project to use asbestos-containing components or materials?
A. No.
Q. Okay.
MR. BLUMENFELD-JAMES: I'm going to mark collectively the Greer documents that we went through as Exhibit 6.
(Exhibit No. 6 was marked for identification and will be provided by Mr. Blumenfeld-James.)
BY MR. BLUMENFELD-JAMES:
Q. Give me one second. That's all that I have on Greer. I'm just going to take -- if you'll bear with me a moment to open up the next. And I'm going to turn next to, as you might be able to guess, Spartanburg. So if you want to get those documents in front of you. Share my screen.
All right. As far as the Spartanburg documents, have you reviewed any of those before?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 38

A. Yes.
Q. And which -- which ones have you -- well, yeah. Have you reviewed all of them or just some of them?
A. Just some of them.
Q. Which -- did you -- are there more that you did review or more that you didn't review?
A. There's more that I did not review. If you want to go through the documents, I'll tell you which ones I reviewed when we get there.
Q. That's -- that's fair. Okay. The first we have -- and I'm trying to go chronologically, so just so you understand the method to my madness.
The first we have is a document October 24th, 1973, Bates-stamped at the bottom SPX1752. Have you reviewed this document before?
A. I have.
Q. Okay. And this is a document regarding a cooling tower at the Spartanburg facility; correct?
A. That's correct, yes.
Q. And up at the top is where we have Sirrine. So Sirrine is being brought in or -- well, let me ask you this: What is your understanding as far as what this document means as far as Sirrine's involvement in this Marley cooling tower?
A. Well, Sirrine -- again, the way that Sirrine

Page 39

works or worked, if you will, was we would send out an invitation to vendors to bid a piece of equipment. And we were doing that utilizing the client letterhead so everything goes out, you know, to Celanese -- or from Celanese to these vendors.
And -- and then they submit the proposals back to Sirrine, and Sirrine does a technical bid tabulation to -- to say if that piece of equipment is meeting the specifications. And then that technical bid tabulation is presented to the client, and then the client looks at the pricing and contractual terms, and then they make a decision on what piece of equipment to buy based on that.
Q. And where is this document in that process?
A. This is in the early stages, if you will. This is a proposal from Pace, Incorporated, representing Marley cooling towers, and they sent this as one of the proposals for a cooling tower to be evaluated.
Q. And they're sending this to Sirrine to evaluate to ensure that, you know, sort of their cooling tower would be appropriate for the job; is that correct?
A. Correct.
Q. Okay. And then I believe the next in order would be this document, July [sic] 9th, 1974?
A. Okay. I've not seen this document.

Page 40

Q. Okay. And this is on Sirrine letterhead; correct?
A. It is.
Q. Okay. And this references a conversation with Sirrine regarding the wall exhaust fans and the first and second floor of Conti-Poly 5 & 6. Do you see that?
A. Yes.
Q. Do you have an understanding as to what this document is?
A. Yeah. I mean, it's a letter from Jim Reese to F.A. Morgan at the Hoechst Fiber plant in Spartanburg, and he's providing the calculations for his consideration. It says:
"These calculations are for your consideration only and is not submitted in disagreement with your decision to delete power exhausters; however, we do feel that you can expect some operating temperatures above the normal comfort range."
So Hoechst Fibers has made a decision to eliminate some exhaust fans. Sirrine's engineer, Jim Reese, has provided some calculations that's basically saying, You're going to experience some increased temperatures in the operating of the building.

Page 41

Q. So similar to the process we discussed with the previous document regarding the cooling tower, this is Sirrine being sort of contracted -- or contacted to do some calculations to see if -- if removal of some wall fans will affect production or allow production to continue or if it will cause there to be an issue which should prevent it from occurring; is that correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: Yes.
BY MR. BLUMENFELD-JAMES:
Q. And the next document in order -- here we go. April 15th, 1974. Have you seen this document before?
A. No, I've not.
Q. Okay. This is basically involving the same project; correct?
A. Yes.
Q. It's sort of an update to the previous project involving Poly 5 & 6; correct?
A. Yes.
Q. And it says that Sirrine, though, here -- this is not about the cooling fans. It's drawings received on the floor and roof drains; correct?
A. That's correct, yes.
Q. Okay. Do we know that -- although it's the same building, it's not the same items that Sirrine is

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 42

being -- or is being involved in; it's a different item. It's not the wall fans. It's the floors and roofs; correct?

A. Correct.

Q. Okay. Next, we have -- and I'm going to get rid of these.

Next, we have minutes of meeting from a Daniel engineer that reference a bulk purchase. Have you seen this document before?

A. No.

Q. Page 2 is dated May 9th, 1974. Do you see that?

A. Yes.

Q. On page 2 under "Electrical," it says that the:

"Leased engineers will furnish all electrical equipment and devices such as motors, circuit breakers, lighting fixtures, lamps, transformers, switch gears, junction boxes, fuse switches, safety switches, push button stations, conduit, conduit fittings, cable tray, floor duct, receptacles, ground rods, overhead poles, cross ams, guy, anchors, insulators, hardware, arrestors, metal poles, all wire,

Page 43

single conductor, multi-conductor, and bare wire. J. E. Sirrine will also furnish specific items noted."

Do you see that?

A. Yes.

Q. Do you have an understanding as to what items might be referenced there in regard to J.E. Sirrine?

A. No.

Q. Okay. Although we don't know what it is, we do know that as far as the Greer facility is concerned, Sirrine has some involvement involving -- involving electrical work; correct?

A. Well, as -- as Sirrine is their design engineer, so they would have been furnishing design drawings or, you know, concerning the items that are referenced here.

Q. Now, when you say that, do you mean that they would have furnished the design for all the materials or just the electrical materials?

A. Just the electrical design because that's -- that's under electrical. So they would have been designing the electrical systems which would have included, you know, electrical equipment -- motors, circuit breakers, lighting fixtures, lamps. All of that would have been on the drawings.

Page 44

MR. CONNER: Jordan, it's David Conner. Could you give us the Bates number on that document, please?

MR. BLUMENFELD-JAMES: You know, I'm not seeing a Bates number.

THE WITNESS: On the bottom of mine, it says Daniel_Taylor_48638 through 48641.

MR. CONNER: Thank you, sir.

MR. BLUMENFELD-JAMES: I apologize. I printed it out, and it just didn't print at the bottom. So thank you for that.

MR. CONNER: That's okay.

BY MR. BLUMENFELD-JAMES:

Q. So -- sorry. Just to make sure I'm understanding, what this document shows you is that Sirrine would have been involved with the specifications for the electrical system for the Greer plant; correct?

MR. GUERRIERE: What plant are we talking about?

MR. BLUMENFELD-JAMES: Are we on Greer or am I --

THE WITNESS: We've been talking about the Spartanburg plant.

MR. BLUMENFELD-JAMES: Sorry. Sorry. Spartanburg. I apologize. Yeah. Spartanburg. I looked at the wrong note. Sorry.

Page 45

BY MR. BLUMENFELD-JAMES:

Q. For Spartanburg; correct?

A. Okay. It's -- on the very first page, Jordan, it -- the title of the document is "Minutes of Meeting with Daniel Engineers in Reference to Bulk Purchases for Project Work." So Daniel is buying all the bulk materials. And the -- to me, the reference to J.E. Sirrine Company would be that they were furnishing drawings that showed where motors were supposed to be.

Our drawings would have had panel schedules which had wire sizes on it, the conduit sizes, stuff like that. So Daniel would go through and do a material take-off from the drawings to buy the bulk materials.

Q. So Sirrine's role would have been the drawings for the electrical systems at the Spartanburg plant; correct?

A. That's correct.

Q. Okay. And then the next I have in line is a series of documents, January 20th, 1975.

A. Okay. I have not seen this one.

Q. Bates-stamped at the bottom is Seay_Hammett000784. Let me make sure here.

On the third page of the document, above this "continued" in the section talking about the "Waste Treatment-Project 90063," we have Sirrine being involved

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 46

in the -- sorry -- that the drawings for the chlorine basin were drafted by Sirrine; correct?
A. That's correct.
Q. And that's January 20th, 1975.
The last document is a memo dated February 5th, 1975. The Bates stamp here is Daniel_Taylor_29985. It's on the first page. Have you seen this document before?
A. No, I have not.
Q. Okay. The reference to Sirrine here is on the second page.
"You were erroneously informed that J. E. Sirrine drawings were submitted to the field for material take-off and purchase. These drawings were held to incorporate last minute changes, and will be issued to the field by Mr. Wilkerson during the first week in February. Details of the pipe bridge have already been issued."
And that is in regard to Item 6B, the utility piping; correct?
A. That's correct.
Q. Okay. And so what we know here is that again, Sirrine did the drawings for the utility piping?

Page 47

A. That's correct.
Q. So from these documents, we know at a minimum Sirrine was involved with the cooling tower, the wall exhaust fans for a particular building, the floor and roof drains for the same buildings, drawings for the electrical system, the chlorine basin for the waste management, and the utility piping; correct?
A. Correct.
Q. Okay. And, again, it's -- it's possible that Sirrine was involved in more. We just haven't -- both Vistra and plaintiffs' counsel, we have not been able to find any additional; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: That's correct.
BY MR. BLUMENFELD-JAMES:
Q. And we don't have the drawings themselves, but it is certainly possible that those drawings would have involved asbestos-containing materials; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: That would be an assumption that I cannot verify.
BY MR. BLUMENFELD-JAMES:
Q. You just don't know, one way or the other; correct?
A. We don't have the documents so, no.

Page 48

Q. Sorry. I asked a double negative again.
I know we're on the same page, but I'm correct because we don't have the documents, you just don't know, one way or the other, whether or not these drawings would involve asbestos-containing materials; correct?
A. That's correct.
Q. Okay. Are there any other documents specific to the two sites in Park that lead you to believe that Sirrine was involved in any additional projects other than the ones we've discussed?
A. No.
MR. BLUMENFELD-JAMES: I'm going to stop sharing. All right. And I'm -- I'm trying to not make this too tedious, but I also am trying to sort of -- you know, we're just going through them as we can, so I appreciate you bearing with me here.
That's it for Park. So switching over -- sorry.
I'm going to mark collectively 7 these Spartanburg documents.
(Exhibit No. 7 was marked for identification and will be provided by Mr. Blumenfeld-James.)
MR. BLUMENFELD-JAMES: And, Shirley, I'll -- so

Page 49

far, I have everything, so I'll work on getting you the exhibits afterwards.
THE REPORTER: Thank you.
BY MR. BLUMENFELD-JAMES:
Q. For Spartanburg, what facilities or what locations do you believe are at issue involving Vistra and Sirrine?
A. Can you clarify the question for me?
Q. Sure. I may have misspoken. I'm sorry. I'm sort of trying to open documents at the same time. So we're moving to Wilson.
As far as Wilson is concerned, which locations, which sites do you believe involved Vistra via Sirrine?
A. Well, on Wilson, he has about 20 different sites that he's -- that he's named. And -- and Sirrine was involved at Union Camp, Eastover, Champion at Canton. I don't remember his -- I don't have his documents sitting here in front of me, but he -- I believe he named Celanese plants, both in Greer and Spartanburg. So those -- those would be the sites that I remember off of his listing of projects.
Q. Okay. As far as Greer and Spartanburg, if those are at issue in Wilson, no different from what we've already discussed as far as Celanese's involvement at those locations; correct?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 50

A. Correct.
Q. Okay. So the only two locations that you believe are at issue for Wilson are the Champion Paper and the International Paper; correct?
A. Champion and Union Camp.
Q. Sorry. Union Camp, which later became International -- sorry -- at Eastover?
A. Yes.
Q. Excellent. And did you review documents related to these -- specifically to these facilities?
A. On Wilson, we had also documents that were provided on BASF at Anderson, South Carolina, and also Carolina Eastman documents. So those are two other sites. And I did review those documents. I reviewed some Champion Canton documents. And the documents you've provided on Union Camp is the first time I've seen those particular documents.
Q. Sorry. And so these -- so there was the BASF, and what was the other? In Anderson?
A. Well, BASF is in Anderson, South Carolina.
Q. Okay.
A. That's the -- also referred to as Dow Badische.
Q. Gotcha. Okay.
A. And -- and Carolina Eastman is another project that he has listed, and there were some -- I was

Page 51

furnished documentation on Carolina Eastman.
Q. So for the Dow Badische or the BASF and the Carolina Eastman, those are documents you were furnished by counsel for Vistra that are in the Bates stamps 1 through 1348 produced in this case; is that correct?
A. 1 through 1348 would be Vistra's production, which includes stuff on Champion Paper. And then their -- the other documents on BASF and Carolina Eastman were provided to Vistra's counsel and subsequently provided to me.
Q. And are those not part of the 1 through 1348?
A. No. Those are different documents. On the BASF documents, there's like 27-, almost 28,000 pages on that particular document. And Carolina Eastman, I don't remember the total count on those documents.
MR. GUERRIERE: Jordan, this is Saxon. To be clear, those are the documents that Carolina Eastman and BASF produced in the Wilson case in the past week or two.
MR. BLUMENFELD-JAMES: Gotcha. Okay.
BY MR. BLUMENFELD-JAMES:
Q. Well, let's -- let's take those now as -- as -- well, we'll take them one by one.
As far as the BASF, the Anderson location, what involvement do you believe Sirrine had at that location?

Page 52

A. Again, they provided engineering design for part of the buildings or process there.
Q. And what -- I assume they're in your notes, but what Bates stamp numbers do you have for those two or --
A. The Bates stamps numbers that I have are 24350 and 24358 through 24413.
Q. Let me just take a moment to locate those. I apologize.
Well, actually, how about on the Carolina Eastman?
A. Carolina Eastman Bates numbers would be 431 through 451, 730, 733, 736, 1122, and 10351.
Q. All right. I'm going to circle back to those in a minute. But let's first address the other two sites. Let's see. I think this one will just be easier because it's just one page. I'll share my screen again.
Looking here at the -- is the Champion Paper facility; correct?
A. I've got the Champion Paper documents, yes.
Q. Okay. And you say that you had not seen this before; is that correct?
A. I don't remember these specific ones in that document, but it's similar. I think I may have seen these.
Q. Okay. And -- and just at the bottom here

Page 53

CHACA -- that's C-H-A-C-A -- 408 through 434 is Bates-stamped?
A. Yes.
Q. Okay. And what is your understanding, after reviewing this document, as far as what it is?
A. This is an order from Westinghouse Electric to Champion Paper Company in Canton, North Carolina, and it states that it's a shipment of a steam turbine.
Q. And the first mention of Sirrine is on the third page of the document; it's Bates-stamped 410?
A. That's correct.
Q. And that is "Approval 8, Construction or Installation 16, J. E. Sirrine Company, Greenville, South Carolina, Attention: Paul Moore."
Are you able, based on your review of the document, to understand what Sirrine's role was regarding this GE turbine at this facility? Sorry. What they marked up on this facility?
A. Yeah. The -- J.E. Sirrine's role would have been the design of the building housing this structure and -- and the systems around that turbine.
Q. The -- Sirrine would have been responsible for the drawings involving the building itself that housed the turbine as well as the piping coming in and out of the building that would have connected the turbine to

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 54

the facility in general; is that correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: Well, I don't know that based on, you know, what we're talking about because the -- the GE proposal includes interconnecting piping, lagging, heat insulation materials. So the proposal included a lot of stuff that, you know, Sirrine may not -- they wouldn't have had any involvement in that.
BY MR. BLUMENFELD-JAMES:
Q. Well, if we look -- page 419, Bates stamp 419, after discussion of all this -- sorry to scroll. I don't mean to cause motion sickness. We know that drawings were sent to Sirrine to approve any changes or drawings involving -- excuse me -- involving this turbine and the facility; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: Yeah. Drawings were sent back to Sirrine for them to incorporate all the comments by anyone that's getting, you know, the documents for review. And then they're marked up and sent back from Sirrine based on all the comments that are received from the client and/or contractor.
BY MR. BLUMENFELD-JAMES:
Q. It was Sirrine's job to basically take comments from the vendor, in this case Westinghouse, comments

Page 55

from Sirrine, comments -- sorry -- comments from Daniel, comments from Champion and incorporate them into sort of the final drawings; is that correct?
A. That's correct. Now, you mentioned from Westinghouse. I mean, Westinghouse wouldn't be commenting on their own drawings. I mean, the comments would be from Champion Papers in this particular instance or the contractor, which would be Daniel Construction. And you would have -- you know, Champion's got people at corporate reviewing it; they've got people at Canton reviewing it.
So, you know, there's a whole list of who gets what drawings. So J.E. Sirrine got copies of drawings; Daniel got copies; Champion at Hamilton, Ohio, which is their corporate engineering got copies; and Champion at Canton got copies. Daniel Construction at -- at Champion Papers got copies. And then the Cincinnati office and the Atlanta Steam Service office, which would have been Westinghouse employees there, they would have also gotten copies.
So, yes, Sirrine's basically taking comments from anybody that's reviewing the drawings and saying, you know, change this or change that or add this or add that, and they mark it up on one set of drawings and send that back to Westinghouse for final -- you know,

Page 56

for them to incorporate into the final product.
Q. Right. So my -- my -- the point is is that the final drawings that Sirrine makes are meant to incorporate everything and shouldn't require referencing any other drawings or any other specifications; correct?
A. Correct.
Q. So that means that the final drawings that Sirrine made would both be to the -- would include the structure itself that housed the turbine; correct?
A. No, no, no. This is strictly -- when we're approving a shop drawing by Westinghouse, it's strictly approving the drawings of the turbine itself. The one big steam turbine that Westinghouse is furnishing, that's what -- that's what this document has -- is all about. This document, you know, is -- is not talking about, you know, Sirrine sending drawings of the building to everybody at that point. This is strictly about the Westinghouse turbine.
Q. I apologize. I thought earlier you had mentioned that it is about the -- the structure and the turbine itself. But if I was mistaken or misheard, I am not trying to put words in your mouth.
So I'm just trying to -- so the -- the drawings themselves, these final drawings, would be of the Westinghouse turbine; correct?

Page 57

A. That's correct, yes.
Q. And it would also show how the turbine itself would connect to piping to connect to the facility; correct?
A. That's correct, yes.
Q. And the drawings themselves would also show what insulation would be needed; correct?
A. That's correct.
Q. It would show where the insulation would be applied to the turbine itself; correct?
A. Potentially, yes. I don't -- you know, not having reviewed, myself, steam turbine drawings, you know, I would assume at this point that it's got something to tell us if they're furnishing the lagging, where that lagging is supposed to be.
Q. And the drawing -- if -- if the connective piping is to be insulated, the drawings would identify that insulation as well; correct?
A. Yes.
Q. And if the insulation, either on the piping or on the turbine, were asbestos-containing, the drawings by Sirrine would identify that fact as well; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: No. These drawings are not by Sirrine. These drawings are by Westinghouse.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 58

BY MR. BLUMENFELD-JAMES:
Q. I'm talking about the final drawings that Sirrine is producing, that is, the final master drawings. I thought that we went through and confirmed that Sirrine put them together.
A. All these are all -- what this document is talking about is that Westinghouse is producing an equipment drawing of the turbine. And they're sending that to all these different people. And then all those people send their comments to Paul Moore. And Paul Moore incorporates that on the Westinghouse drawings and sends that back to Westinghouse and says, This is our final approval of your equipment. You need to either make these changes and reissue it or it's just approved as noted or -- or whatever that final stamp on that drawing is.
Q. Right. So Paul -- and Paul Moore worked for Sirrine; correct?
A. And Paul Moore worked for Sirrine. But that document is not a Sirrine drawing. That document is a Westinghouse drawing, and it goes back to Westinghouse for them to do. If Sirrine's doing a drawing, it is totally separate from the Westinghouse stuff that this purchase order is talking about.
Q. Okay. Well, the drawing that Sirrine -- the

Page 59

final drawing that Sirrine makes to send back to Westinghouse that is created by Paul Moore to incorporate all the changes, that drawing, when it's sent to Westinghouse, would identify whether or not the insulation would be asbestos-containing or not; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: If it's on Westinghouse's drawings, yes.
BY MR. BLUMENFELD-JAMES:
Q. Westinghouse's drawings or anyone else's drawings. When -- if somebody is suggesting that the insulation should be asbestos-containing, Sirrine incorporates that suggestion in the drawing and sends it back to Westinghouse; correct?
A. No. Sirrine doesn't incorporate that into the drawing. That would be something Westinghouse has on the drawing. Westinghouse is supplying the lagging. You know, Sirrine's not telling them what kind of lagging to put on there, not based on this. Westinghouse is saying, This is what we're furnishing.
Q. When -- when Sirrine has incorporated all the different suggestions onto the drawing, are -- is Sirrine not changing the drawing in some way to identify the changes?
A. They would mark up -- I mean, if -- if they

Page 60

were saying -- if -- and I'll just -- I'll pick something and just say if Westinghouse came up and said, We want -- we're going to provide you with Ashcroft valves or gauges on this, and -- and Champion came back and said, No, we don't want Ashcroft gauges; we want these other gauges because that's what we supply in our shops and stores, then that's the kind of comment we would make.
We would not be changing the design of the turbine. We don't change the materials they're furnishing, as far as piping or insulation, those types of things. That's not a typical change that somebody would be making because all of that is -- is negotiated and -- and up front between Westinghouse and Champion, as far as what they're furnishing, how big -- how big is this turbine.
You know, Sirrine wouldn't be taking comments from anybody and saying, You're going to change the steam pipe inlet from a 6-inch to an 8-inch or down to a 4-inch. They're not making design changes. It's -- it's making minor-type stuff. And it is a Westinghouse drawing that Westinghouse is responsible for.
Q. I see. But the marked-up drawing from Sirrine to Westinghouse, if insulation were specified as asbestos-containing when the marked-up version is sent,

Page 61

that would be included in that marked-up version from Sirrine to Westinghouse; correct?
A. If it was on the original drawing, then it would be included in the marked-up drawing that went back. But it would not -- Sirrine would not have marked up anything about asbestos-containing insulation.
MR. BLUMENFELD-JAMES: Respectfully move to strike the nonresponsive portions.
BY MR. BLUMENFELD-JAMES:
Q. Aside from involvement in the Westinghouse turbine, do you have any information that Sirrine was involved in any other aspect or any other project at this location?
A. No.
Q. Okay.
MR. BLUMENFELD-JAMES: Moving on, let's do one more, if that's okay, and then take a little break. Are you okay with that?
THE WITNESS: Well, we probably need to push through because I've got a -- basically a 2 o'clock deadline.
MR. BLUMENFELD-JAMES: I'll get you out of here by 2:00. I promise. I might need a five-minute break after talking about this, but before 2 o'clock, you'll be done here. I promise. Okay?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 62

THE WITNESS: Well, that's 2:00 Eastern, not your time.
MR. BLUMENFELD-JAMES: Oh, I -- I'm thinking 11:00 in my head. It's 40 minutes. I gotcha.
THE WITNESS: Yeah.
MR. BLUMENFELD-JAMES: I gotcha.
MR. GUERRIERE: He had to make sure you weren't planning to trick him.
MR. BLUMENFELD-JAMES: I understand. I understand.
BY MR. BLUMENFELD-JAMES:
Q. Now I want to talk about Union Camp.
A. Okay.
Q. Let me -- let me open that up on my end. All right.
All right. So we first have a document -- it's Sirrine Job No. P1707 in the upper left. Do you see that?
A. Yes, I do.
Q. And have you seen this document before?
A. No, I've not.
Q. Okay. Have you had a chance -- did you have a chance, when we took a break, to review the document?
A. Yes, I did. This is a construction contract between Union Camp and Daniel Construction, a division

Page 63

of Daniel International.
Q. And what is being constructed?
A. This is a grassroots paper mill. So they're building the administration building, the paper mill, the digesters, the power plant, the water treatment facility. I'm going to say basically it's front gate to the back door.
Q. And what was Sirrine's responsibility in this project?
A. Sirrine designed the -- the facility and did all the drawings for the plant.
Q. And when you say the plant, the entire facility; is that correct?
A. That's correct, yes.
Q. Any part of the plant that you do not believe -- sorry.
Is there any part of the plant that you don't believe Sirrine was involved in as far as the drawings is concerned?
A. Not that I know of. There may have been -- there may have been some specialty equipment, you know; like the digesters, sometimes they have certain things just like -- we just talked about whoever furnished the turbine for that plant, they would have had all the piping and ancillaries around the turbine that --

Page 64

Sirrine would not have been designing any of the equipment in the process piping of the equipment itself.
Q. I'm sorry. I got distracted.
MR. BLUMENFELD-JAMES: Champion -- I want to mark that Exhibit 8, that document.
(Exhibit No. 8 was marked for identification and will be provided by Mr. Blumenfeld-James.)
BY MR. BLUMENFELD-JAMES:
Q. Sorry for that housekeeping. I didn't mean to derail you, and I was listening.
Now, this was during your employment period; correct?
A. That's correct, and I worked on this project.
Q. Okay. What do you recall doing on this project?
A. I wrote a lot of the specifications around HVAC equipment.
Q. Do you recall whether or not any of the specifications you were involved with involved any asbestos-containing components?
A. I will tell you that the Union Camp Mill in Eastover, South Carolina, contains absolutely, positively no asbestos-containing materials. Union Camp demanded that from the very beginning of this project.

Page 65

Garlock even built a new facility for manufacturing gaskets based on the fact that they were going to get the contract, and they had to guarantee asbestos was never in the Garlock plant prior to producing gaskets for Union Camp.
Q. And that's something you remember from your own experience; is that correct?
A. Yes. And I -- and I can tell you that I talked to Keith Smeal who did all the piping, and he was also adamant about that fact, that Union Camp Eastover has absolutely no asbestos-containing materials of what J.E. Sirrine was working on at the time.
Q. What do you recall Sirrine having to do to ensure that none of the materials were asbestos-containing?
A. Well, we -- the specifications were written, and we added paragraphs to specs that said no asbestos-containing materials are allowed. So like any specification I wrote for air handlers, cooling towers, pumps, chillers, any kind of air conditioning fans and systems, ductwork, all of that had to be nonasbestos, and there had to be a paragraph in the specifications to the vendors bidding on the project that no asbestos products were to be used on anything.
Q. Now, was this unusual? Was this something that

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 66

had happened before in your experience at Sirrine?
A. It's -- it wasn't -- I'll say it was -- it was -- it's the first time they'd come out and said that nowhere on the site do we want any asbestos. Other clients prior to that had said no -- no asbestos products, but they still had certain things that might -- like gauges, you know, might have some asbestos packing in it or something like that.
But Union Camp was adamant up front, and we had project meetings to start off the -- the project when we kicked it off that basically Union Camp's upper management came in and said absolutely, positively no asbestos on this project.
Q. How difficult was it to ensure that there were no asbestos-containing products on that project?
A. It wasn't hard. I mean, from my perspective, I mean, we wrote it in the specifications, and the vendors were complying. I mean, as early as -- you know, when I went to work at Sirrine in '77, a lot of the vendors that I dealt with and that called on us were already saying, You know, we don't furnish anything with asbestos.
I mean, so, you know, in the '70s, a lot of people were already not doing asbestos. I mean, OSHA had come out within the early '70s, you know, saying

Page 67

asbestos was a problem. So, you know, assuring that the Union Camp facility didn't have any asbestos was -- was not an issue.
Q. OSHA was a regulatory change. Was there any technological changes that were necessary in the '70s that made this easy?
A. Well, like I said, Garlock, you know, built a whole new facility for gasketing material. So, obviously, they had -- they had developed, you know, the science around alternative materials for gasketing. And so there's, I'll say, you know, different insulation companies. At that same time, Owens Corning or Johns-Manville, or 3M, whoever, I mean, they were all producing products that were nonasbestos-containing products at that time.
Q. When you say "that time," are you referring to 1983 or are you referring to the 1970s?
A. Well, as early the '70s when I started work in the field, I know that everyone had products available that were nonasbestos-containing materials. And -- and even specifying products that had asbestos, you know, I could -- as a Sirrine employee, I was told not to specify anything with asbestos. So, I mean, that was -- that was part of the standard. When I talked to Keith Smeal, who started earlier than me -- he was in the

Page 68

early '70s -- he was told the same thing in the early '70s: No asbestos-containing materials.
Q. If Sirrine had chosen -- is there -- let me ask it this way. 19- -- let's say 1970 to 1982, because you're saying this -- sorry -- 1981. You're saying 1981, this is the first time that you recall having -- putting in paragraphs all over the place saying, "No asbestos-containing materials to be incorporated into any product or any part of this plant"; correct?
A. Well, it's the first time I've ever had a client have a kickoff meeting where all the project team was asked to attend and you're basically being told this type of wording needs to be included in the specifications.
Q. Right. But -- but you were saying that that was easy to do and easy to ensure that it was complied with; correct?
MR. GUERRIERE: Objection to form.
THE WITNESS: Yes.
BY MR. BLUMENFELD-JAMES:
Q. Okay. Is there anything from a technological standpoint that makes you believe that if Sirrine had chosen to incorporate the same language going back to 1970, why Sirrine couldn't have elected to do so going back to all those projects beginning in 1970?

Page 69

A. Well, I mean, you know, as far as going back to 1970, I know that based on the people I talked to that they were not specifying asbestos products. They just weren't putting that specific statement in there to the same extent that Union Camp was -- was asking for that to be included in all their documentation.
MR. BLUMENFELD-JAMES: Well, I'll respectfully move to strike the nonresponsive portion.
BY MR. BLUMENFELD-JAMES:
Q. But I appreciate that you stated that.
My question's a little bit different. If Sirrine had decided itself that on all of its drawings going back to 1970 that it wanted to incorporate a statement and ensure that it was complied with, that all materials on a project would be nonasbestos-containing, from a technological standpoint, do you see any reason why Sirrine couldn't have done so beginning in 1970?
A. There's no reason technically, you know. Again, you know, we're -- we're doing stuff at the discretion of our clients. And -- and so when Union Camp came in and made this statement, then we complied with what Union Camp wanted on their drawings. Had other clients wanted that same statement, then Sirrine could have easily incorporated that, you know, per their directions.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 70

Q. I understand that. My question is, though, if Sirrine had decided itself to take that affirmative step, if they had decided, We are not going to build anything -- or, We're not going to be involved in a project that involves asbestos, could Sirrine have elected, itself, from a -- just material availability and technological reason -- technical standpoint, to not do so going back to 1970?

MR. GUERRIERE: Objection to form.

THE WITNESS: Well, that's basically what I just said, Jordan. I mean, Sirrine was not specifying asbestos products. But we just didn't have that same statement that Union Camp was asking for. I mean, that was a Union Camp statement that they said, This needs to be included in these documents. We had something similar, but not to the same language as what Union Camp had.

BY MR. BLUMENFELD-JAMES:

Q. Well, you're not saying that --

A. We were not -- we were not specifying asbestos products in the '70s.

Q. But just to be clear, so I understand, are you saying that from 1970 on there's no drawing that Sirrine was involved with that involved the specifications of a asbestos-containing gaskets, packing, insulation,

Page 71

lagging, vinyl floor tile, roofing material, ceiling tile, et cetera?

A. Not -- not if Sirrine was specifying it. If it was specified by the client, then there are documents that we had in other cases that Sirrine approved documents with like an asbestos packing or a gasket, but that was because the client purchased those products and said this is, you know, This is the pump we want, or, These are the sight gauges we want. And so Sirrine incorporated those, but that was not of Sirrine's choosing. It was at the client's discretion.

Q. And so my -- my question, again, is a little bit different. If -- if Sirrine -- if Sirrine had decided that they were just not going to be involved with a project that involved any asbestos-containing material and if a client were to say, We want asbestos, and Sirrine says, No, our policy is not to do anything involving asbestos, going back to 1970, from a material availability standpoint and a technological standpoint, would Sirrine have had any issue with issuing all drawings that was involved with -- with that same language that was incorporated in this project and ensuring that that nonasbestos statement was complied with?

MR. GUERRIERE: Objection to form.

Page 72

THE WITNESS: You're asking a hypothetical question, and I cannot answer that.

BY MR. BLUMENFELD-JAMES:

Q. What I'm asking is from a materials availability standpoint and/or a technological standpoint, do you see any reason why Sirrine could not have done that, going back to 1970?

A. Well, from a material standpoint, there were products out there that possibly could have been used. But, again, it's a hypothetical question that I can't sit here and say in every case that that's the situation.

Q. I understand that. But what I'm saying is: From your understanding of what was available, going back to 1970, is there any reason that you could see that Sirrine could not have made the decision to not use any asbestos -- to not incorporate any asbestos in any drawing in any project it was involved with and make sure that that request to not use asbestos was complied with?

MR. GUERRIERE: Objection to form. Asked and answered.

Warren, if you know the answer, you can answer.

THE WITNESS: Again, Jordan, I -- I said already you're asking a hypothetical question that I

Page 73

cannot sit here and -- and answer.

BY MR. BLUMENFELD-JAMES:

Q. Okay. Well, let me ask you this: You said the materials were available going back to 1970 and that -- that you're aware in instances where Sirrine didn't incorporate asbestos going back to 1970. How about going back to 1960?

Do you believe that there -- from a material availability or technological standpoint, is there a reason why Sirrine could have -- is there a reason why Sirrine could -- that would prevent Sirrine from ensuring that any drawing that it made did not specify any asbestos-containing material?

MR. GUERRIERE: Objection to form.

THE WITNESS: I don't know that Sirrine had any drawings that incorporated asbestos products at that point in time.

BY MR. BLUMENFELD-JAMES:

Q. Well, we talked about 1963 with these asbestos vinyl floor tile; correct? We already looked at one today?

A. That's correct.

Q. Okay. So my question is: This project where you specifically recall that because of what the client asked for, Sirrine ensured that no asbestos was used in

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 74

any material at the -- during this project, that it was put out there on all the drawings and complied with and there was no problem with them complying.

My question is: From a material availability standpoint, from a technological standpoint, is there any reason why Sirrine could not have chosen to do that going back to 1960?

MR. GUERRIERE: Objection to form.

If you know, Warren, you can answer.

THE WITNESS: I'm not sure what products would have been available in -- at that time point, so I cannot answer your question.

BY MR. BLUMENFELD-JAMES:

Q. Fair enough. Real quick, just the other document related to this just has to do with -- it's a 1983 document having to do with the fact that, again, Sirrine is going to look over -- they're still involved two years later with the drawings; correct?

A. That's correct, yes.

Q. Okay.

MR. BLUMENFELD-JAMES: I'll mark those collectively as Exhibit 9.

(Exhibit No. 9 was marked for identification and will be provided by Mr. Blumenfeld-James.)

Page 75

BY MR. BLUMENFELD-JAMES:

Q. Any other involvement -- although, I guess if we're saying the drawings from the entire plant from opening to the back gates -- but any other involvement that Sirrine had in this project aside from what we discussed?

A. No.

Q. Now, you recall this project occurring, and you were a part of it, but Sirrine doesn't -- Vistra doesn't have any records regarding Sirrine's involvement; correct?

A. That's correct.

MR. BLUMENFELD-JAMES: That took a little longer than I thought, so to keep my promise, we won't take a break. And I apologize to Shirley.

Is that okay with you?

THE REPORTER: Sure.

MR. BLUMENFELD-JAMES: Okay. Thank you.

BY MR. BLUMENFELD-JAMES:

Q. The Dow Badische facility -- Anderson, South Carolina -- it's easy for you to say -- BASF. You said Bates stamp 24350 through 24358 and 24413.

Based on your review of those documents, what involvement did Sirrine have at that facility?

A. Well, they were doing some engineering on the project, and they were --

Page 76

MR. GUERRIERE: Do you need to see those documents, Warren?

THE WITNESS: I know that one of them -- the long set of documents, 358 through 413, is an equipment list. I remember reviewing that, being on J.E. Sirrine Company's letter or form -- format. But that's -- you know, again, I don't know the extent of the design and what they were doing.

BY MR. BLUMENFELD-JAMES:

Q. Do you know based on the -- what year did -- do you recall there being an indication of what years this took place?

A. I don't remember the year.

Q. Do you have the documents in front of you?

MR. BLUMENFELD-JAMES: Or, Saxon, are you able to -- do you have them electronically so he could --

MR. GUERRIERE: I have them electronically. You want me to just show them to him on the --

MR. BLUMENFELD-JAMES: Yeah.

MR. GUERRIERE: Okay.

MR. BLUMENFELD-JAMES: Just take two minutes and just refresh your memory.

MR. GUERRIERE: There's a PDF as you can see.

MR. BLUMENFELD-JAMES: Yeah, that's fine.

Page 77

THE WITNESS: And, Jordan, they were issued March 29th, 1979 and had numerous revisions up through May 22nd, 1980.

BY MR. BLUMENFELD-JAMES:

Q. And how about 24413? Is that from the same time period?

A. Hang on. I can --

Q. Okay.

MR. GUERRIERE: And just for the record, Jordan, it's -- 24350 is a standalone.

MR. BLUMENFELD-JAMES: Oh.

MR. GUERRIERE: And 24358 to 24413 is the -- is the range.

MR. BLUMENFELD-JAMES: I apologize. I -- I just wrote my notes down wrong.

BY MR. BLUMENFELD-JAMES:

Q. So as far as what you were answering as far as the equipment list, just so I make sure I'm on the same page, what were you looking at, the 24350 or the 24358 through 24413?

A. Yes. The 24358 to 24413. It's several pages.

Q. Thank you.

MR. GUERRIERE: And one of them was --

MR. BLUMENFELD-JAMES: 24350.

THE WITNESS: I'm not sure. You'll have to --

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 78

MR. GUERRIERE: Yeah, let me fix it. Actually, put this battery back into it] so we don't get some sort of crash. 24350. There you go.
THE WITNESS: Okay. The 24350 is dated June 3rd, 1980.
BY MR. BLUMENFELD-JAMES:
Q. Okay. And -- all right. Finally, I think my system is very slow which is why the e-mails weren't going through.
And what is that document?
A. That document is a "Capitalization of Temporary Office Trailer." And it says:
"We purchased from Jiffy Services, Inc. an office trailer for temporary offices for the Sirrine resident engineer. This trailer was in service on January 1, 1980."
And it's signed by C.M. Finley.
Q. So Sirrine got a temporary office in a trailer at the facility; is that correct?
A. Yes.
Q. Okay. So going back to the equipment list, can you tell from the document what the project was?
MR. GUERRIERE: Do you want me to find it?
THE WITNESS: No, I'm there.

Page 79

MR. GUERRIERE: Okay.
THE WITNESS: The -- the project was called the SDT Project.
BY MR. BLUMENFELD-JAMES:
Q. And do you know what -- what that did, what it involved, what it --
A. I mean, not that -- I mean, I could go through the equipment list and tell you different pieces of equipment that they've got listed, but, you know, I'm -- I'm not familiar with that plant, so I don't --
Q. This is during the time period --
A. -- know that I could sit there and tell you what they were putting in.
Q. This is during the time period when you were employed there; correct?
A. That's correct, yes.
Q. But you had no personal involvement in the project; is that correct?
A. That's correct.
Q. Okay.
A. This project was done by the South Carolina division which -- and I was in the pulp and paper division. So they were in a different building and worked on different projects.
Q. Gotcha. Are you able to ascertain whether or not any of the equipment had any asbestos-containing materials, based on the review?
A. It did not appear to have any asbestos-containing material.
Q. Did it specifically say there was not asbestos-containing or that it was just silent as to whether or not there was asbestos or not?
A. Well, based on what I reviewed, there's nothing listed as asbestos material. And looking at, like air conditioning equipment by Trane, in -- in 1980, I know Trane was producing equipment and they had nonasbestos gaskets in their air-conditioning -- air handling systems, you know, on their chillers, things like that. So, you know, based on my knowledge of what I'm seeing, I'm not seeing anything that would indicate asbestos-containing material.
Q. And I apologize if you said this. Are you able to ascertain what Sirrine's role was on this project involving this equipment?
A. No.
Q. Would you assume that Sirrine had something to do with making drawings that involved this equipment at this facility? I mean, that's what Sirrine did; correct?
A. Since Sirrine was in the business of making

Page 80

Page 81

drawings, I would say yes, they produced some drawings on this project.
Q. And -- and those drawings incorporated the equipment identified in the equipment list you're looking at; correct?
A. Yes. Yes. Excuse me, yes, that's true.
Q. Okay. Are you able to ascertain whether or not it's a new construction versus refurbishing or remodeling?
A. I'm not able to tell that from the drawing -- or the equipment list, no.
Q. Okay. And the equipment list, it's not like a purchase list, so you can't tell if, for example, the Trane, the HVAC equipment, is being purchased new at that time period; correct?
A. No. The equipment list that's here has -- on each page, it has a heading that has the equipment number, the equipment name. It has an add or a void date, so there's some sequencing number there. It has the -- what's called a DCN number. And DCN stands for design change notice. It has a vendor and a PO. Has some type of equipment description, and then it's got horsepower, RPM, erection code, weight, and spec number. And so I would -- I would assume from this, with the PO numbers, that this is all being purchased as new

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 82

equipment.
Q. Gotcha. Okay. Aside from the drawing that involved something that incorporated this equipment that's identified, do you have any -- anything to see Sirrine being involved at this location in any other way?
A. Not to my knowledge, no.
Q. The last we have is the Carolina Eastman in Columbia, South Carolina?
A. Yeah.
Q. And for that, you're looking at pages 431 to 451, 730 through 733, 736, 1122, and 10351; is that correct?
A. Correct.
Q. Let's have that pulled up. I'm just going to ask you again about sort of generally what it is. So why don't we have -- do you have the PDF handy there?
MR. GUERRIERE: Yeah, I'm pulling them up. I just have them automatically go from tab to tab.
MR. BLUMENFELD-JAMES: Perfect.
BY MR. BLUMENFELD-JAMES:
Q. And I'm sorry. Remind me, who was the defendant that produced these documents?
A. This is Carolina Eastman.
Q. Eastman Company. Okay. Thank you.

Page 83

MR. GUERRIERE: They're all different tabs, but their Bates number's in the tab so you can see.
BY MR. BLUMENFELD-JAMES:
Q. So take a moment and just look through them.
And the first question I'm going to have for you as you're looking through them is: How many different projects or kind of involvement are we dealing with?
MR. GUERRIERE: While he looks for that, Jordan, did you want to mark the BASF documents as Exhibit 9 collectively?
THE WITNESS: 10.
MR. GUERRIERE: Okay. Are we on 10?
MR. BLUMENFELD-JAMES: Yes.
MR. GUERRIERE: Okay.
(Exhibit No. 10 was marked for identification and will be provided by Mr. Blumenfeld-James.)
MR. BLUMENFELD-JAMES: I even wrote a note to do that, and I put my head up and forgot to. I apologize.
MR. GUERRIERE: With our heads together, we'll get both the exhibits marked and the correct number so --
MR. BLUMENFELD-JAMES: And you know what?

Page 84

While he's looking, I'm going to mark as 11 the documents involving Carolina Eastman collectively.
MR. GUERRIERE: That would be a good idea.
(Exhibit No. 11 was marked for identification and will be provided by Mr. Blumenfeld-James.)
THE WITNESS: All right. 431 through 451 are Crane valve shop drawings.
BY MR. BLUMENFELD-JAMES:
Q. As far as the Crane valve shop drawing, what time period are we talking about?
A. 1972.
Q. Okay. And what was Sirrine's involvement involving these Crane valves?
A. Again, these are shop drawings, so Sirrine would have reviewed the shop drawings. And there's approval stamps on them, and the approval stamp is basically saying this meets the general arrangement required for the project.
Q. Do you have an understanding as to what sort of system the Crane valves were being incorporated into?
A. No, I do not.
Q. Can you tell from the drawings whether or not the Crane valves would have had any asbestos-containing gaskets or packing or need to be insulated?

Page 85

A. The -- I believe they do have some asbestos packing on them.
Q. So Sirrine reviewed Crane valves that incorporated asbestos packing in about 1972 and approved them for use at the facility; is that correct?
A. They -- they approved them for the general suitability, yes.
Q. Okay. Next, you said 730 to 733 and maybe look at 736 also, just because they're so close together. I don't know if that involves the same project or not.
A. Yeah. It doesn't say what project on the 730. But it's a Goulds -- a Goulds pump drawing.
Q. Is this a similar time frame, 1972-ish?
A. I am not seeing a -- this is a fire pump. I'm not seeing anything on it as far as a date goes.
Q. Is this similar where Sirrine is -- to the Crane, is it similar that Sirrine is reviewing it to see if it -- to approve it for the use?
A. On this -- this is an operating maintenance manual for the Goulds fire pump, and I'm not seeing a -- a Sirrine stamp on it.
Q. What was Sirrine's involvement with the pump?
A. At this point, I don't really know. I mean, it's a document that's in the Carolina Eastman project documents that were furnished to us.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 86

Q. Well, what -- what --
A. And there's asbestos packing, I believe, on that.
Q. What caused you to call this pump out as something that you would have reviewed that involved Sirrine?
A. Well, just -- part of the search we did is for the site, but it also is, you know, asbestos, part of the search that we're doing. So --
Q. Based on your review of the other documentation and your understanding of what Sirrine did in general, would you believe, more likely than not, that Sirrine would have reviewed the pump for use and approved it, including the asbestos-containing packing?
A. Yes.
Q. Okay. 736, is it the same pump, or is it something different?
A. That is a Powell gate valve.
Q. And any asbestos component to that?
A. Again, I believe the packing is asbestos in that.
Q. Would you agree with me, based on your review of the documents and your general understanding of Sirrine's involvement, that Sirrine would have reviewed for use that Powell valve, including the asbestos

Page 87

packing, and approved its use?
A. There is an -- there is a Sirrine approval stamp on that document.
Q. So I'm correct that Sirrine approved the use of that valve, including the asbestos-containing packing incorporated therein; correct?
A. Yes.
Q. And --
A. And that date is 1974.
Q. Thank you. 1122?
A. 1122 is another Powell gate valve -- similar --
Q. Do you have a date on that?
A. I'm scrolling.
Q. Okay.
A. '74 on that one also.
Q. Asbestos-containing packing or gaskets?
A. Yes.
Q. And did Sirrine approve it?
A. Yes.
Q. So, again, this is Sirrine approving the use of a Powell valve including asbestos-containing packing; correct?
A. That's correct.
Q. And I think the last is 10351.
A. And 10351 is -- it's in the 1972 time frame.

Page 88

And, again, it's got Sirrine's approval stamp on it.
Q. And is there asbestos -- and what -- what piece of equipment is it?
A. Again, that's a Crane valve.
Q. And is there asbestos-containing packing, gaskets, or insulation associated with the Crane valve?
A. I believe that it -- yes.
Q. Okay. And so again, Sirrine approved the use of the Crane valve, including the asbestos-containing material incorporated therein; correct?
A. Yeah. When you -- yeah. When -- Sirrine's stamp says"
"This document is approved for general suitability and arrangement only. This approval does not constitute approval of any change in contract documents. The contract and/or vendor is responsible for his design details, materials, shop practice, quantities, detail, dimensions, and for errors in the preparation of, or revisions to, this document."
So the materials that are being used are that of the manufacturer, and the decisions of those materials are based on their design.

Page 89

MR. BLUMENFELD-JAMES: Respectfully move to strike the nonresponsive portions.
BY MR. BLUMENFELD-JAMES:
Q. Any additional work that you are aware of, based on any documents you reviewed, to any of the four work sites identified that Sirrine was involved with where Mr. Wilson worked? And that's the Dow Badische in Anderson, the Carolina Eastman in Columbia, the Eastover facility, and the Champion Paper facility, the four that we've discussed.
A. Not to my knowledge, no.
Q. Okay. And to be fair, there could be; we just don't have any documentation -- either produced by us, another party -- and nothing in Vistra's records; correct?
A. That's correct.
Q. Okay. As far as both Mr. Park and Mr. Wilson, have we discussed everything that involved something Vistra is presently aware of work Sirrine did at any work sites where they have been identified as doing work?
A. Yes.
Q. You know, the only background question that hopefully won't take that long -- I just didn't see this before: You're not currently employed by Vistra, are

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

Page 90

you?
A. No, I'm not.
Q. Are you -- are you being compensated for your time?
A. Yes, I am.
Q. And what is your compensation?
A. I charge them on an hourly rate.
Q. And what is that rate?
A. $220 an hour.
Q. And is that both for reviewing documents, preparing for the deposition, and for testimony?
A. Preparation is 220, and deposition time is 275 an hour.
Q. And not counting the last two, three hours -- what, three hours? -- however long the deposition's been, how much time did you spend preparing for this deposition?
A. Well, that depends on the amount of documents they produce to me.
Q. Well, I'm just saying do you have an estimate as to how much time you spent preparing for the deposition?
A. For this deposition?
Q. Correct.
A. I would say probably around 8 to 10 hours.

Page 91

Q. Okay.
MR. BLUMENFELD-JAMES: I know we're a little bit past where I promised. That took a little bit longer than I expected, but I believe that's all the questions I have.
Does anybody else have any questions?
MR. GUERRIERE: This is Saxon. I have some quick follow-up. Should be six questions.
Is that all right, Mr. Maddox?
THE WITNESS: Yep.
MR. GUERRIERE: All right. Real quick.

EXAMINATION

BY MR. GUERRIERE:
Q. Did Sirrine tell premise owners, product manufacturers, or contractors what materials or equipment to use through the course of their drawings?
A. No.
Q. Have you seen any documents in these cases, the Park and Wilson cases, regarding facilities we've talked about today where Sirrine specified an asbestos-containing product, material, or equipment?
A. No.
Q. Have you seen any documents in these cases today that -- where Sirrine recommended an asbestos-containing product, material, or equipment be used?
A. No.
Q. Have you seen any documents in the cases today that show Sirrine sold, suppled, or provided any products, materials, or equipment to be used during construction?
A. No.
Q. Have you seen any documents in the case today that shows that Sirrine did any kind of construction work on any of these work sites?
A. No.
Q. Did you see any documents today regarding these cases that showed Sirrine controlled any construction work practices that occurred at any of these work sites at any time?
A. No.
Q. And did you see any documents today in these cases that show Sirrine manufactured any product, equipment, or materials?
A. No.
Q. Okay.
MR. GUERRIERE: Those are all the questions I have. Thank you, Warren.
MR. BLUMENFELD-JAMES: Just a quick follow-up. And, though, I do think you had seven questions; but,

Page 92

Page 93

still, you were pretty close.

EXAMINATION

BY MR. BLUMENFELD-JAMES:
Q. Regarding specification use in the drawings of asbestos-containing materials, is there anything that you're aware of that could have kept Sirrine from taking a principled stance and saying, No projects that we're involved with will involve the use of asbestos-containing material?
A. I know that we did, from the early '70s, take that stand. You know, I don't have any knowledge prior to that.
Q. Well, respectfully, you just identified several documents showing the approval of various equipment in the mid '70s that had asbestos-containing packing, and Sirrine approved the use of that.
My question is -- Counsel just asked you, Did Sirrine ever tell any of its vendors or contractors what materials to use? And you said, No.
My question is: Is there any reason why Sirrine couldn't have told them, We will not be involved with a project that involves asbestos; no asbestos materials may be used here?
A. I can't speak for what management could have

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 94

said early on. I know what management did after I was there. At this point, you know, you -- you've asked that question. I've answered it before. I'll answer it one more time for you.

Q. Well --

A. But Sirrine did not specify the asbestos products that were in the documents that have the approval stamp on it. The manufacturers themselves designed that equipment and had that product or materials in that product. The -- the client for Sirrine purchased that equipment. Sirrine then takes that drawing and approves that to be used in the design of the systems because it meets the general suitability of what is being put in place. But it is the client's decision, not Sirrine's, that that particular valve be used.

Q. I understand that.

MR. BLUMENFELD-JAMES: And respectfully move to strike the nonresponsive portion.

BY MR. BLUMENFELD-JAMES:

Q. My question's a little bit different. You say that Sirrine did not tell its clients what materials to use. My question is: Are you aware of any contractual obligation, law, or anything else that would have prevented Sirrine from saying, We will not tell you what

Page 95

materials to use except for this one exception. Asbestos, we will not allow asbestos to be used on any project that we are involved in, and if there is a call for the use of asbestos, we will call for that to be changed to a nonasbestos-containing material?

A. I'm not aware of any laws or codes at the -- at the time that would have made Sirrine take that stance.

Q. What I'm saying is: Is there anything that would have prevent -- that would prevent Sirrine from being able to take that stance?

MR. GUERRIERE: Objection to form.

THE WITNESS: I don't know that there is anything that could have prevented them from doing anything at that point in time.

BY MR. BLUMENFELD-JAMES:

Q. Fair enough.

MR. BLUMENFELD-JAMES: No other questions.

MR. GUERRIERE: Anybody else? Sold.

All right, Jordan. Thank you so much.

I will take a picture of his notes and send them to you, so you can just throw them in with the other exhibits. And I'll just send it to you right now.

MR. BLUMENFELD-JAMES: That works perfect.

And, Shirley, I -- maybe -- my e-mail is just going real slow. So we're off the record; right?

Page 96

THE REPORTER: That was going to be my question.

MR. BLUMENFELD-JAMES: Perfect. Yeah, let's be off the record.

(At 2:10 p.m., the deposition of WARREN E. MADDOX, RULE 30(b)(6) WITNESS FOR VISTRA CORP. AND VISTRA INTERMEDIATE COMPANY, LLC, was adjourned.)

Page 97

DEPOSITION OFFICER'S CERTIFICATE

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That prior to being examined, the witness in the foregoing proceedings were by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That this transcript is a true record of the testimony given by the witness, as stenographically reported by me to the best of my ability due to the nature of remote videoconferencing and the sometimes unpredictable audio malfunctions, interruptions and disturbances therefrom.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney or any of the parties.

The dismantling, unsealing, or unbinding of the original transcript will render the Deposition Officer's Certificate null and void.

Dated: May 12, 2022.

SHIRLEY L. KOCH, CSR No. 10849

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 13

Schedule

The following are customers in the Southeast United States to whom Atlas sold asbestos insulation. We have no records prior to 1968.

Guy M. Beaty & Co.	Chattanooga, Tennessee and Charlotte, North Carolina	1967 1969 1970 1971 1972 1973
Krafft-Murphy Co.	Alexandria, Virginia	1967 1968 1969 1970
National Cork Co.	Pensacola, Florida	1967 1968 1969
Brennan Insulation Co.	Knoxville, Tennessee	1968 1969 1970 1971 1972 1973
Covil Insulation Co.	Greenville, South Carolina	1968 1969 1970 1971 1972 1973
Johns-Manville Sales Corp.	Tampa, Florida	1968
McCormick Asbestos Co.	Baltimore, Maryland	1968 1969 1970 1971
C.E. Thurston & Sons Inc.	Richmond, Virginia	1968 1970
Adamo Insulation Co.	Tampa, Florida	1969 1970
Goheen Insulation Inc.	Memphis, Tennessee	1969
Greenwald Industries	Hyattsville, Maryland	1969
Memphis Insulation Sales & Contractors Inc.	Memphis, Tennessee	1969

EXHIBIT I

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ACCS Ins.	Pensacola, Florida	1970 1971
Breeding Insulation Co. Inc.	Nashville, Tennessee	1970
Cauple-Hyatt Inc.	Hopewell, Virginia	1970
Croker-Stallings Inc.	Baltimore, Maryland	1970 1971
Morgan Insulation Co.	Memphis, Tennessee	1970
L.D. Powell Co.	Memphis, Tennessee	1970
Wallace & Gale Co.	Baltimore, Maryland	1970 1971 1972 1973
Wallace Asbestos Co.	Baltimore, Maryland	1970 1971 1972 1973
North Brothers Co.	Atlanta, Georgia	1971 1972 1973
Piedmont Insulation Inc.	Salisbury, North Carolina	1971
L.D. Powell Co.	Memphis, Tennessee	1971
Process Insulators Inc.	Tampa, Florida	1971
Landscape Products Inc.	Towson, Maryland	1972 1973
M.G. Industries Inc.	Hyattsville, Maryland	1972 1973
Norport Supply Co. Inc.	Norfold, Virginia	1972 1973
Palco Industries Inc.	Richmond Virginia	1972 1973

ELECTRONICALLY FILED - 2022 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 14

We have no record of sales made prior to 1968 and no detail (apart from the year and the amount of sales made in 1968 and 1969 and some in 1970 also.

Sales of products to companies listed on Exhibit A

Name			
Johns-Manville Sales Corp.	1968	No record	7,469.40
	1969	No record	3,360.00
	1972	Asbestos cement sheets	861.77
Covil Insulation Co.	1969	No record	11,958.68
	1970	Asbestos insulation (Newtherm)	57,836.91
	1971	" "(Newtherm)	98,828.59
	1972	" "(Newtherm)	33,449.87
Delaware Insulation Co.	1973	Non-asbestos insulation (Newtherm)	3,144.15
Fuller-Austin Co.	1972	Asbestos insulation (Newtherm)	352.25
Porter-Hayden Co.	1970	No record	150.31
	1971	Asbestos insulation (Newtherm) & asbestos cement cylinders	1,374.59
	1972	Asbestos cement cylinders	3,185.76
	1973	" " "	3,228.00
	1974	Non-asbestos insulation (Newtherm),asbestos cement cylinders & asbestos cement sheets	10,031.46
	1975	Asbestos cement insulated board	1,528.11
	1976	Asbestos cement cylinders, asbestos cement sheets & asbestos cement insulated board	9,059.51
North Brothers Insulation Co.	1971	Asbestos insulation (Atlasite)	8,760.60
	1972	" " "	148,729.42
Armstrong Contracting & Supply Co.	1967	No record	4,388.75
	1968	No record	26,519.59
	1969	No record	66,140.44
	1970	Asbestos insulation (Newtherm) Asbestos fibre(Limpet)	112,121.17
	1971	Asbestos insulation (Newtherm Asbestos fibre(Limpet)	105,100.18

EXHIBIT C

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Armstrong Contracting & Supply Co. (cont'd)	1972	Asbestos Insulation (Newtherm) Asbestos fibre(Limpet)	109,492.21
	1973	Non-asbestos insulation (Newtherm)	126,729.10
	1974	Asbestos cement patio pots & non-asbestos insulation (Newtherm)	120,207.99
	1975	Asbestos cement sheets, Asbestos cement patio pots & Non-asbestos insulation (Newtherm)	9,352.85
	1976	Asbestos cement patio pots & non-asbestos insulation (Newtherm)	57,206.95
Philip Carey Corp.	1969	No record	107.63
Daniel Construction Co.	1970	No record	2,749.00
	1975	Asbestos cement sheets & stainless steel hardware	212,611.71
	1976	Asbestos cement sheets & stainless steel hardware	159,542.59
Guy M. Beaty & Co.	1967	No record	7,062.01
	1970	Asbestos insulation (Newtherm)	2,091.69
	1971	" " "	16,903.54
	1972	" " "	33,960.27
	1973	Non-asbestos insulation (Newtherm)	1,413.23
Industrial Insulation Co.Inc.	1969	No record	560.79
	1970	Asbestos insulation (Newtherm)	1,369.63
	1971	" " "	904.80
	1972	" " "	2,379.24

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

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Name	Amount	Dates
Canadian General Insurance Company	$500,000	? - 1/10/64
The Royal Insurance Company, Ltd.	$1,000,000	3/31/69 - 6/30/69
Canadian General Insurance Company	$1,000,000	6/30/69 - 3/31/72
Federal Insurance Company	$1,000,000	3/31/72 - 7/31/75
Lloyd's Underwriters	$500,000 (2 layers $2,000,000 excess - primary)	3/13/62 -4/23/62
Lloyd's Underwriters	$1,000,000 (2 layers $4,000,00 excess- primary)	4/23/62 - 6/19/65
Lloyd's Underwriters	$1,000,000 (2 layers $4,000,00 excess - primary)	6/19/65 - 3/31/68
Lloyd's Underwriters	$1,000,000 (2 layers $4,000,00 excess - primary)	3/31/68 - 3/31/71
Federal Insurance Company	$5,000,000 (excess - primary)	3/31/71 - 7/31/75
The Royal Insurance Company, Ltd.	$1,000,000	1/10/64 - 4/1/69

EXHIBIT D

ELECTRONICALLY FILED - 2022-Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Schedule

The following are other defendants to whom Atlas has sold asbestos materials. We have no records prior to 1968.

Name	Date	Amount	Shipped to
Johns Manville Products Corp.	1971	190.05	Georgia
	1972	977.41	"
	1973	6,884.52	Texas-90%;Ga & N
	1974	709.16	Georgia
Standard Asbestos Manufacturing Co.	1967	256.94	No record
	1968	54.80	" "
	1969	202.45	" "
	1973	230.40	Missouri
Armstrong Cork Company	1967	45.32	No record
Owens-Corning Fiberglass Corp.	1969	536.96	No record
	1970	2,089.17	" "
	1971	17,189.49	Aruba(stopover N
	1972	4,866.13	Iran & S.C.
	1973	2,717.49	South Carolina
Certain-teed Products Corp.	1969	37.00	No record
	1971	4,724.72	Pennsylvania
Keene Corp.	1970	9,683.94	No record 60%; N.Y. 39% & Alabama 1%
Fibreboard Corp.	1971	10,058.90	California

Exhibit E

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EXHIBIT 15

E. L. STELLING
J. O. TAYLOR

929-440-7338-05-5555

EN-4825
GM/GG

64-60496
5-31-74

CAROLINA CASTOR COMPANY
1007 HAMPTON AVENUE
GREENVILLE, S.C. 29605

S/P	MOTOR FREIGHT	NET 30
6-12-74	6-14-74	1

1. (1) ONLY NATIONAL PARTITIONS 2 WALL OFFICE,
CONSISTING OF: 16 LIN. FT. OF WALL
96" HIGH, 2- 96" WALL STARTS;
1--DOOR, 2'8" X 6'8" "C" LABEL FIRE DOOR,
PREHUNG IN JAMB W/HARDWARE;
DL GLASS 20"X30" ADDED TO DOOR IN
3/16" PLEXIGLASS;
64 SQ. FT. - SUSPENDED CEILING;
80 SQ. FT. - 22 GA. ROOF DECK; 16 LIN. FT.
ADAPTING ROOF TO EXISTING WALL;
1 - LOUVER INSTALLED INDOOR; AND
COMPLETE ELECTRICAL PACKAGE MODEL #64.
COLOR-INDUSTRIAL BEIGE. 811.40/LOT

NOTE: REFERENCE: FORM #103-D.

H

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E. L. STELLING
B. O. TAYLOR

929-440-7338-05-5555

EN-4827
GM/GG

G4-60493

6-3-74

METROMONT COMPANY
P. O. BOX 2486
GREENVILLE, SOUTH CAROLINA

DELV.	VENDOR'S DEL.	NET 30
6-3-74	6-3-74	

1.	(120)	ONLY	LIGHT WEIGHT CONCRETE BLOCKS, 8"X8"X16" PER ASTM C55 OR EQ.	.44 EA.
2.	(4)	BAGS	ATLAS MORTAR MIX, PER ASTM C270 OR EQ.	2.00 EA.

CONFIRMING

X

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EXHIBIT 16

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Covil Insulation Company
P. O. Box 1804
Greenville, South Carolina

Covil Insulation Company
1911 Sullivan Street
Greensboro, N. C.

42631

1-13-72 ~~3653~~ 3653 1-10-30

Fredrickson Motor Express

Tag: Job 22-6

285'	4" x 1½" thk. Newthern Covering		.978	278.73
99'	6"	ditto	1.26	124.74
				403.47

316.32

COVIL
Insulation Company

Contractors - Distributors

803/246-1521
GREENVILLE, S.C.

919/275-2894
GREENSBORO, N.C.

919/237-5486
WILSON, N.C.

404/722-2738
AUGUSTA, GA.

PURCHASE ORDER

No. 3653

DATE Jan. 13, 1972

TO:
Guy M. Beaty & Company
P. O. Box 1656
Charlotte, N. C. 28801
Attn: Mr. Barnett, Sr.

SHIP TO:
Covil Insulation Company
1911 Sullivan St.
Greensboro, N. C.

BILLING AND SHIPPING INSTRUCTIONS:

1. ACKNOWLEDGE ORDER IMMEDIATELY. Advise Shipping Date.
2. Our Order Number must appear on each shipping notice, package, bill of lading and invoice.
3. Render all invoices in Triplicate.
4. Original bill of lading must accompany invoice.
5. Price each item separately.
6. Ship via cheapest routing unless othewise specified.

REQUISITION NO.:

INVOICE RECEIVED AFTER 25TH OF MONTH, WILL BE CONSIDERED AS FOLLOWING MONTH'S PURCHASES.

ORDERED FOR: STOCK ☐ JOB ☐	BRANCH CODE:	CUSTOMER OR JOB NAME:	JOB NO.:
F. O. B. S/P	ROUTE Best	TERMS Usual	
DELIVERED DATE REQUIRED A.S.A.P.	DELIVERY DATE PROMISED	SHEET ____ OF A ____ PAGE ORDER	

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE
1	273	ft	4 x 1½ Newtherm P/C	
2	99	ft	6 x 1½ ditto	

CONFIRMATION

S.C. SALES TAX EXEMPTION NUMBER 23-13715
N.C. CERTIFICATE OF REGISTRATION NUMBER 603-9-101-08810
GA. SALES TAX EXEMPTION NUMBER 175-51-7415
KY. SALES TAX EXEMPTION NUMBER 40439
TENN. SALES TAX EXEMPTION NUMBER 994-351-07982
ALA. SALES TAX EXEMPTION NUMBER 68-C-11195
VA. SALES TAX EXEMPTION NUMBER 340-090219-5

COVIL INSULATION COMPANY

By George Wiggins

MAIL ALL INVOICES TO US: P. O. Box 1804, Greenville, S. C. 29602

42225

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...of Lading. Adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.)

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading nor a copy or duplicate covering the property named herein and is intended solely for filing or record.

FREDRICKSON MOTOR EXPRESS CORP., Charlotte, N. C.

1-13-72

Shipper's No.		Date
Guy M. Beaty & Co., Inc.	520 S. Elliott Street	Charlotte, N.C.
Shipper	Address	Origin
Covil Insulation Company	1911 Sullivan Street	Greensboro, N.C.
Consignee	Address	Destination

ROUTING

C.O.D. charge to be paid by ☐ Shipper ☐ Consignee

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
30 ctns.	Insulation, Cellular Vitreous NOI. Item 103090 Sub 4			

FREDRICKSON MOTOR EXPRESS CORPORATION
GENERAL OFFICE
CHARLOTTE, N. C. 28206
PHONE 376-3661 AREA CODE 704

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Charges Advanced

Received $_____ to apply in prepayment of the charges on the property described hereon

Agent or Cashier

Subject to Section 7 of Conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

Signature of consignor

Collect, On Delivery

†This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading, the property described above, in apparent good order, except as noted contents and condition of contents of packages unknown, marked, consigned, and destined as shown above which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

3 _____ per _____

Permanent post-office address of shipper

SHIPPER

PER _____

FREDRICKSON MOTOR EXPRESS CORP., Agent

PER _____

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

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EXHIBIT 17

ATLAS ASBESTOS COMPANY

DIVISION OF BELL ASBESTOS MINES, LIMITED
HEAD OFFICE
5600 HOCHELAGA ST. MONTREAL 5, QUE.
AREA CODE 514
TEL. 259-2531

MONTREAL
5600 HOCHELAGA
AREA CODE 514
TEL. 259-2531

TORONTO
131 BROWN'S LINE
AREA CODE 416
TEL. 259-9281
766-2453

VANCOUVER
833 CUNDY AVE.
ANNACIS INDUSTRIAL ESTATE
NEW WESTMINSTER
AREA CODE 604
TEL. 521-7751

EDMONTON
10443 - 123RD. ST.
AREA CODE 403
TEL. 488-6443
488-2882

SOLD TO
GUY M. BEATTY CO.,
P.O. BOX 1656
CHARLOTTE, NORTH CAROLINA, U.S.A.

SHIP TO
SAME
520 SOUTH ELLIOT STREET
CHARLOTTE, N.C. U.S.A.

BALANCE: BACK ORDERED ☐ ORDER COMPLETE ☐
OUR INVOICE NO.: E 83351
OUR ORDER NO.: E 56167
PRODUCT CLASS: IN
CUSTOMER'S ORDER NO.: 52-50351
CUSTOMER'S REQUISITION NO.:

DATE ENTERED	F.O.B.	PREPAID	COLLECT	FEDERAL LICENSE NO.	PROV. & MUN. LICENSE NO.	APPROVED
FEB. 23/67	MONTREAL F/A CHARLOTTE, N.C.	X		EXPORT	N/A	

SALESMAN	SHIPPED EX.	CUSTOMER	T.T.	TERMS	CLASS	NO. OF INV.	DATE OF INVOICE
2	M	902 106	52	2% 10TH PROX NET 30THPROX	C	10	Feb 28/67

TAX CL.	INVENTORY QUANTITY ORDERED	UNIT	SHIPPED	PRODUCT CODE		DESCRIPTION	SALES QTY. SHIPPED	PRICE	UNIT	DISCOUNT	EXTENSION
2					1	NEWTHERM PIPE COVERING NO CANVAS					
	42	FEET		5505 4312	2	3" X 1-1/2" FOR 3" X 3"	42	1.50	FOOT	58%	26 46
	42	FEET		4324	3	6" X 1-1/2" FOR 3" X 3"	42	2.20	FOOT	58%	38 81
	30	FEET		4316	4	4" X 1-1/2" FOR 4" X 3"	30	1.70	FOOT	58%	21 42
	30	FEET		4328	5	7" X 1-1/2" FOR 4" X 3"	30	2.45	FOOT	58%	30 87
	21	FEET		4332	6	8" X 2" FOR 8" X 4"	21	3.50	FOOT	58%	30 87
	21	FEET			7	12" X 2" FOR 8" X 4"	21	4.85	FOOT	58%	42 78
	21	FEET		4344	8	10" X 2" FOR 8" X 4"	21	4.20	FOOT	58%	37 04
					9	SHIP WITH THEIR 52-50352 ON E-56166-66		U.S.CURRENCY			
					10	FOR CUSTOMS CLEARANCE NOTIFY... F.W. MYERS INC.,					
					11	CHAMPLAIN, N.Y.					
					12						

U.S. DUTY & BROKERAGE INCLUDED IN PRICES AND ALL SUCH CHARGES FOR THE ACCOUNT OF ATLAS ASBESTOS COMPANY.

FEDERAL TAX STATUS: EXEMPT - EXPORT

SPECIAL INSTRUCTIONS: IF POSSIBLE SHIP WITH SMITH ORDER E-55653

PLANNED DATE OF SHIPMENT	SHIP VIA	BILL OF LADING NO.	DATE SHIPPED
	MAISLIN BROS. TO N.Y./CAROLINA FRT. CARRIER	B- 21260	FEB. 28/67

FREIGHT	WEIGHT	RATE	AMOUNT	FREIGHT	CODE	WEIGHT	RATE	AMOUNT	NO. OF PIECES	WEIGHT
RECOVERABLE 418-010-00				FREIGHT ALLOWED					WITH E- 55653	

NET TOTAL 222 25

DISCOUNT ALLOWED $ 4.57 IF PAID BY

EXTRA COPY

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EXHIBIT 18

3201284

794

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

THOMAS L. CANNON, JR., CIVIL ACTION

Plaintiff,

v.

OWENS-ILLINOIS, INC., et al,

Defendants. NO. 84-1950

Lancaster, Pennsylvania
Monday, May 11, 1987

Transcript of testimony of ANDREW C. RICHARDSON, as taken by and before Denise Cornelius, Registered Professional Reporter and Commissioner of the Commonwealth of Pennsylvania, at the Brunswick Motor Lodge, Queen and Chestnut Streets, commencing at 10:45 o'clock in the forenoon.

COPY

A. WILLIAM ROBERTS, JR. & ASSOCIATES
Registered Professional Reporters
54 1/2 Broad Street
Charleston, South Carolina 29401
803-722-8414

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A P P E A R A N C E S:

BLATT & FALES
BY: THOMAS D. ROGERS, ESQ.
174 East Bay Street, Suite 100
P.O. Box 1137
Charleston, South Carolina 29402
Attorneys for Plaintiff

RICHARDS, O'NEIL & ALLEGAERT
BY: PAUL J. HANLY, JR., ESQ.
And JON SCHUYLER BROOKS, ESQ.
885 Third Avenue
New York, New York 10022-4802
Attorneys for Defendant, Turner & Newall, PLC

DECHERT, PRICE & RHOADS
BY: FRANK H. GRIFFIN, III, ESQ.
3400 Centre Square West
1500 Market Street
Philadelphia, Pennsylvania 19102
Attorneys for Defendant, AC&S, Inc.

GOLDFEIN & JOSEPH
BY: LAURA J. MELTZER, ESQ.
Packard Building, 17th Floor
15th and Chestnut Streets
Philadelphia, Pennsylvania 19102
Attorneys for Witness

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

INDEX

WITNESS	PAGE
ANDREW C. RICHARSON	
By Mr. Rogers	6,143
By Mr. Manly	137
By Mr. Griffin	138,149

EXHIBITS

NUMBER	DESCRIPTION	PAGE
P-1	Documents produced by witness	5
P-2	Documents re: Spray machine	65
P-3	Brochures	75
P-4	Letter dated Nov. 7, 1961 with attachments	117
P-5	Documents re: Sprayed "Limpet" asbestos	120

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ANDREW C. RICHARDSON, having been first duly sworn, was examined and testified as follows:

MS. MELTZER: Just preliminarily, before we get going, this is Laura Meltzer of the law firm of Goldfein and Joseph. We represent Mr. Richardson today in this deposition. Mr. Richardson was served with a subpoena to appear for this deposition and the subpoena was a duces tecum requesting certain documents. Prior to the start of this deposition, I presented Mr. Rogers with copies of documents and Mr. Rogers is free to delve into them with the witness. These are the only documents that Mr. Richardson has in his position and they are as responsive as we can be to the documents that were requested in the subpoena. With that understanding, you're free to go forward.

MR. ROGERS: For the sake of clarity, we might want to go ahead and mark these as a group as the documents you just mentioned.

MS. MELTZER: That's fine.

MR. ROGERS: And we could mark them as Plaintiff's Exhibit 1 and I'd like -- you indicated previously that these were your copies?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MS. MELTZER: Those are my copies. I don't have an extra set to give to you.

MR. ROGERS: Can we leave them in the custody of the court reporter to make copies and return those to you?

MS. MELTZER: Sure. I think the record should also reflect that these documents have been utilized at several other depositions of Mr. Richardson and have been discussed previously, so if you have access to those, you will see that they have been testified to previous to today.

MR. ROGERS: Do you know what depositions they have been used in?

MS. MELTZER: I can't tell you at the moment. I don't have the depositions. I can give you the captions. I just don't remember offhand who they are, but I can give you the caption, things of that nature. Off the record.

(Discussion is held off the record.)

(Exhibit Plaintiff's-1 marked for identification.)

MR. ROGERS: I will note for the record that Plaintiff's Exhibit Number 1 consists of a number of documents totaling forty-four pages

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

in length.

EXAMINATION

BY MR. ROGERS:

Q. Mr. Richardson, my name is Tom Rogers and I'm with the law firm of Blatt and Fales and we represent the plaintiff in this matter. Just to get some preliminary things out of the way, if you could, give me your complete name and your date of birth.

A. Andrew C. Richardson, January 31st, 1916.

Q. And you were born where?

A. Glasglow, Scotland.

Q. If you could, briefly recount your educational background for me.

A. Grade school, high school in Scotland. Graduate of Detroit Institute of Technology, civil engineering, Bachelor of Science.

Q. You came to this country to complete your education?

A. I didn't come here to complete my education. That just was happenstance.

Q. When did you come to the United States?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. The year that I come in here officially?

Q. Approximately.

A. 1950.

Q. And the year you completed your college education?

A. 1949.

Q. You indicated you came to the United States in 1950, but I was under the impression that you completed your education in the United States?

A. That's right.

Q. Presumably, if you completed your education in Detroit, you would have come here before 1950?

A. No. I lived in Canada.

Q. You were living in Canada while you were going to school in Detroit?

A. Correct.

Q. I see. During that time that you were completing your education, were you also employed?

A. Sometimes.

Q. And what was the nature of your employment during that period?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. I worked at Ford Motor Company, tool and die maker apprentice.

Q. After you worked at Ford, where did you work?

A. My first job was with a company called M.W. Kellog.

Q. What did they do?

A. They were designers and constructors of industrial complexes such as oil refineries and chemical plants.

Q. What was the approximate time period of that employment?

A. That would be when I come into the United States was 1950 for -- a guess -- two years.

Q. What was your next employment?

A. Next employment was with Armstrong Cork Company.

Q. And that commenced what year?

A. I don't have the dates. These dates are vague.

Q. Just approximately?

A. You mean when I went to work for Armstrong Cork? Well, '51 is a guess.

Q. How long were you with Armstrong at

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

that time?

A. Six months.

Q. And what was the nature of your employment?

A. I was supervisor of insulation installation.

Q. And what exactly did that job entail?

A. Direction to the field force on what insulations to use where.

Q. At that time, did you have any contact with the product sprayed "limpet" asbestos?

A. No.

Q. At that time, did Armstrong have any contact with that product?

A. No.

Q. Do you know from your employment during that period with Armstrong whether they had had any previous contact with the product sprayed "limpet" asbestos?

A. Of my own knowledge, I do not know.

Q. When you say of your own knowledge, based on records that were at your disposal during that period, were you able to deduce that they had

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

had previous contact with the product?

A. No.

Q. After your tenure with Armstrong Cork, what was your next place of employment?

A. Armstrong Cork again in Washington, D.C.

Q. The location of your first job with Armstrong Cork was where?

A. Cleves, C-l-e-v-e-s, Ohio.

Q. When you went to Washington, D.C., what was your job?

A. I was project manager for the -- some phases of the insulation of the National Institute of Health complex. I think that's in Silver Spring, Maryland.

Q. And how long was that job? How long was your connection with that job?

A. Nine months, a year.

Q. During that job with Armstrong Cork, did you have any contact with the product sprayed "limpet" asbestos?

A. No.

Q. After that job, what was your next place of employment?

A. Armstrong Cork. I was transferred

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003894

to Louisville, Kentucky.

Q. And that would have been approximately what year?

A. No idea. You have to take it consecutively and say a couple months after the last one.

Q. So if the first job in Cleves was in 1951 and you had that for six months, the Washington, D.C. job probably would have been 1952?

A. You're making supposition. You asked me to make guesses.

Q. I understand, and I'm not going to hold you as to a particular date. I'm just trying to get a rough date, really. I'm just trying to get an idea.

So based on the supposition that you pointed out, if the first job was 1951, this probably would have been about 1953? Does that sound correct to you?

MR. HANLY: In Louisville?

MR. ROGERS: Yes.

A. Okay, we'll go with '53.

Q. I'm not trying to trick you. If you're --

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. I know, but you've got me into a phase of trying to pin down dates and it's just so remote.

Q. When you were in Louisville, what was the nature of your employment with Armstrong?

A. I was a project manager.

Q. And what was that project?

A. That was a reactivation of a synthetic rubber plant.

Q. And approximately how long was your connection with that project?

A. That was six months.

Q. And during that project, did you have any contact with the product sprayed "limpet" asbestos?

A. No.

Q. During any of the first three jobs we've talked about with Armstrong, did you have contact with any asbestos-containing product of Turner & Newall?

A. Of Turner & Newall? No.

Q. During those first three jobs, did you have any contact with any asbestos-containing products made by Keasbey & Mattison?

A. Yes.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MR. HANLY: Could I have the last question and answer read back.

(Requested portion of the record is read back.)

BY MR. ROGERS:

Q. What was your next job?

A. Back to Washington, D.C. to the National Institute of Health.

Q. And how long were you there?

A. A few months, six.

Q. During that period of time, did you have any contact with the product sprayed "limpet" asbestos?

A. No.

Q. Did you have any contact with any other asbestos-containing products from Turner & Newall?

A. No.

Q. And how about any contact with asbestos-containing products from Keasbey & Mattison?

A. No.

Q. What was your next job?

A. Next job was project manager for Statler Hilton Hotel in Los Angeles.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. The Statler Hilton?

A. Um-hum.

Q. And that would have been with Armstrong Cork also?

A. Yes.

Q. And how long would that have been for approximately?

A. Couple years.

Q. During that period, did you have any contact with the product sprayed "limpet" asbestos?

A. No.

Q. Did you have any contact with any other asbestos-containing product of Turner & Newall?

A. No.

Q. How about Keasbey & Mattison?

A. I'd say yes.

Q. So when you've answered affirmatively to my questions concerning contact with Keasbey-Mattison products, that indicates that you may have used some Keasbey & Mattison asbestos-containing product in these jobs?

A. That's correct.

Q. And your next place of employment?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003934

A. Keasbey & Mattison.

Q. Do you know approximately when you would have gone with Keasbey & Mattison?

A. I know. Now you're starting to get near the dates that I could find. 1952.

Q. Are you pretty sure about that?

A. Yes. I started to get some records here.

Q. If you would have started with Keasbey & Mattison in 1952, all of your previous work with Armstrong would have been before 1952?

A. Right.

Q. So it's possible that you may have started with Armstrong in Cleves, Ohio at sometime before 1951?

A. I have a question mark here at '48, '49.

Q. So your first job with Armstrong at Cleves may have been as early as 1948?

A. Right.

Q. And then all of the other jobs with Armstrong that we've gone through would proceed chronologically from whatever that starting date was?

A. That's right.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. And you worked for Armstrong Cork during that period for a total of about four years? We're talking about the time prior to your first job at Keasbey.

A. Yes.

Q. When you went to Keasbey & Mattison in 1952, what was your position?

A. Area salesman.

Q. And what did that entail?

A. Selling their products.

Q. Did you sell their entire line of products or did you have particular products that you were responsible for?

A. Initially it was limited.

Q. And it was limited in what way?

A. Pipe asbestos. Cement pipe was not included.

Q. So at first you were just doing the industrial insulation component of their line?

A. And building materials.

Q. At that time, did you have any contact with the product sprayed "limpet" asbestos?

A. That's when I heard about it first.

Q. At that time, did you have

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

responsibilities for it or did you just hear about it?

A. I had responsibility for it.

Q. So that was one of the products you sold?

A. No, I did not sell it.

Q. What were your responsibilities with respect to --

A. To sell it, but I didn't.

Q. Is that because nobody wanted to buy it?

A. Well, why didn't I sell it? It was a difficult product to sell.

Q. And why was that?

A. Well, you didn't sell the product; you actually sold an applied product.

Q. So that it was difficult to make sales?

A. It was difficult to sell.

Q. Was it an expensive product?

A. Was it what?

Q. An expensive product?

A. No.

Q. So in a capsule, in a nutshell, how would you describe the difficulties related to the

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

selling of the product?

A. The salesman did not -- let me start over again. A saleman for "limpet" was only as effective as the applicator that he had and the applicator in that area was not active.

Q. You had a particular geographic area you were a salesman within?

A. Yes.

Q. And what was that geographic area?

A. Part of Utah, part of Nevada, part of Southern California.

Q. And who was the applicator in that area?

A. A company by the name of Reeder, R-e-e-d-e-r.

Q. And would the correct terminology be applicator or sublicensee or both?

A. It would be an applicator.

Q. How long did the particular job responsibilities you've just outlined, for what period of time did they include?

A. The length of time that I was there?

Q. The length of time before your job changed?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Oh, '52 to '59.

Q. What happened in '59?

A. '59 I was transferred to Ambler, Pennsylvania.

Q. Where had you been?

A. I had been in California.

Q. So you were physically located out in your geographic area?

A. Yes.

Q. Where were you living in California?

A. West Chester, suburb of Los Angeles.

Q. And you spent that entire seven year period in California?

A. Yes.

Q. When you transferred to Ambler, what was your job description?

A. I became manager of the "limpet" department.

Q. So product manager?

A. I think that was the title.

Q. Before we turn to this period, during the entire period between 1952 and 1959 when you were in California, did the situation

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

concerning your sales of "limpet" ever change? Did the applicator ever become more active out there?

A. No.

Q. So during that period, you had absolutely no sales of "limpet" or just a few?

A. None.

Q. When you became product manager of "limpet" in 1959, you were still with Keasbey & Mattison?

A. Yes.

Q. What did your job responsibilities become at that time?

A. The promotion of the product.

Q. You took over for a Mr. Wydmeier?

A. Lockwood, L-o-c-k-w-o-o-d.

Q. Did you receive any training concerning "limpet" at that time?

A. Yes, I did.

Q. And your training took place where?

A. J.W. Roberts in Norwich, N-o-r-w-i-c-h, England.

MS. MELTZER: That's England?

THE WITNESS: Yes.

BY MR. ROGERS:

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Do you recall precisely the year?

A. I have that. 20th of July, '59 to the 11th of September, '59.

Q. That was July 20 to September --

A. 11.

Q. And what exactly did your training entail?

A. Setup of machines, spray technique, physical characteristics of the product.

Q. Did you --

A. Job inspection, markets applicable to the product.

Q. Who was responsible for your training there?

A. Terry Goulding, G-o-u-l-d-i-n-g.

Q. Do you know what his job title was?

A. No.

Q. Was he with J.W.R.?

A. Yes.

Q. During that period, was Mr. Kenneth Neve involved in your training, N-e-v-e?

A. No.

Q. Did you ever meet a Mr. Neve?

A. No.

Q. Other than Mr. Goulding, who else.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

was involved in your training?

A. Roy Spavold, S-p-a-v-o-l-d.

Q. Did your training include anything other than what was known as spray school? Did you go to spray school?

A. Yes.

Q. Did your training also include other things besides spray school?

A. Yes.

Q. Was your training supervised entirely by J.W.R. or were there other corporations within the T & N group that were also involved in your training?

A. No.

Q. Just J.W.R.?

A. Right.

Q. Did anyone else from Keasbey-Mattison accompany you during this period?

A. Yes.

Q. Would it have been Mr.--

A. Paul Maco, M-a-c-o.

Q. Was your training and Mr. Maco's training coextensive? Were you basically given the same training?

A. No, different.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. How did it differ?

A. Maco's training was predominantly on the machine, machine setups, machine troubleshooting, spray techniques, production rates. That would be about it.

Q. And your training focused on what areas?

A. The markets where "limpet" had been used or could be used.

Q. So would it be fair to say that you were the product manager concerned with the sales and marketing aspects of "limpet" and Mr. Maco was the project manager with respect to the technical aspects of the process?

A. Yes, that could be right.

Q. Mr. Maco was also a Keasbey-Mattison employee?

A. Right.

Q. When you returned to Ambler in September of 1959, if you could, just sort of give me an idea of what your day-to-day responsibilities were.

A. Giving advice and direction to the district managers and salesmen, for instance, in job promotion, writing advertisements in

ELECTRONICALLY FILED - 2022 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

conjunction with an agency, assisting the licensed applicators. That's about it.

Q. At the time you became product manager for "limpet" in 1959, was Keasbey & Mattison the key licensee for "limpet" in the United States?

A. Yes.

Q. At the time you became product manager in 1959, if you could, just describe for me the licensee-sublicensee system that was in existence.

A. A given geographic territory was agreed upon by an applicator and he had franchise papers between himself and Keasbey & Mattison describing the territory that he operated in for "limpet".

Q. Was that geographic area usually statewide or was it smaller than a state or did it vary?

A. It varied considerably.

Q. Were there geographic areas set up across the United States or were there some areas that were not covered?

A. There were some areas that were not covered.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Would you say that most of the United States was covered with sublicensees?

A. I would say that part of it was, the extent, I don't know.

Q. In addition to the contractual relationship between the sublicensees and the head licensee, K-M, was there also a contractual relationship between K & M and J.W. Roberts?

A. Yes.

Q. Do you have any knowledge concerning the precise nature of that relationship?

A. Keasbey & Mattison had the responsibility for the promotion and sale of the product in the United States and had a license from J.W. Roberts to do that.

Q. To your knowledge, at the time you became product manager, were Keasbey-Mattison and J.W. Roberts operating in a joint venture?

MR. HANLY: Objection to the form.

BY MR. ROGERS:

Q. If you can answer that.

A. No, no joint venture.

Q. At the time you became product manager in 1959, was the product ever compounded

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

or manufactured in the United States?

A. No.

Q. Where was it manufactured?

A. In England.

Q. And how was it distributed within the United States?

MR. GRIFFIN: Objection to form.

MS. MELTZER: Can you define what you mean by distributed?

BY MR. ROGERS:

Q. Did all of the product come from Keasbey & Mattison in Ambler?

A. Oh, yes.

Q. So all of the "limpet" that was distributed in the United States during that period came directly to Ambler first?

A. Not always.

Q. If it didn't come to Ambler, how was it handled?

A. Sometimes we shipped directly to a port.

Q. A port close to where a job was being conducted?

A. Right.

Q. But did Keasbey & Mattison

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

coordinate the shipment or did J.W. Roberts coordinate the shipment?

A. Keasbey & Mattison.

Q. Was the particular sublicensee or applicator involved in a particular product ever involved in the coordination of the shipment?

A. No.

Q. You, in describing your duties before in 1959 when you became product manager for "limpet", you said you supervised the -- I think you said district sales, district sales managers?

A. Um-hum.

Q. Those were district sales managers employed by Keasbey & Mattison?

A. Correct.

Q. Were they, as you had been at one time, physically located in the areas that they served?

A. Correct.

Q. How many offices were there? How many district offices were there?

A. New York, Cleveland, Chicago, Houston, San Francisco, perhaps Saint Louis. That's all I can remember.

ELECTRONICALLY FILED - 2023-Apr-12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. How about Atlanta?

A. Yes, I believe there was a district office in Atlanta.

Q. How about Savannah?

A. No.

Q. How about Charlotte?

A. No.

Q. Do you recall who was in charge of the Atlanta office in 1959?

A. No.

Q. Between 1959 and 1962 when Keasbey & Mattison was liquidated, did your job change?

A. No.

Q. So you had the same job until 1962?

A. Right.

Q. In 1962 when Keasbey-Mattison was liquidated, what did you do?

A. I went to work for AC&S.

Q. AC&S is different from Armstrong Cork?

A. Yes.

Q. Can you describe to me your knowledge concerning what the difference was?

A. AC&S was a division of Armstrong Cork.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. At this time in 1962 was it still a division or had it become a separate corporation?

A. It was a division.

Q. When did it become a separate corporation?

A. Sometime after I left them in 1967.

Q. Before we turn to the time period between 1962 and 1967, I'd like to ask you one or two finishing questions about the '59 to '62 period.

During the period when you were product manager for "limpet" with K & M, approximately how many sublicensees were there?

A. Thirty.

Q. Thirty sublicensees?

A. It's a guess.

Q. Would there have been more applicators than that or is that terminology coextensive? Is applicator and licensee the same thing?

A. Same thing.

Q. So there would have been thirty applicators across the country that were trained in the use and application of the product?

A. Right.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Were those applicators concentrated in any particular place or were they distributed across the country?

A. They were across the country.

Q. And the sales to those applicators were coordinated through the district sales offices of Keasbey & Mattison?

A. Right.

Q. Who was responsible for the machines that those various applicators used? Where did they get the machines from?

A. Ambler.

Q. From Keasbey & Mattison?

A. Yes.

Q. And were they sold to the applicators or were they rented or were they leased?

A. They were rented.

Q. Did Keasbey & Mattison own the machines?

A. No.

Q. Who owned the machines?

A. J.W. Roberts.

Q. Were they rented to Keasbey & Mattison and then Keasbey Mattison, in turn,

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

rented them to the applicators, or how exactly was the relationship with respect to the machines between Keasbey-Mattison and J.W. Roberts structured?

A. I don't remember that.

Q. But you remember that the machines were owned by J.W. Roberts?

A. Yes.

Q. Was the use of the machines handled the same way after 1962 when you became product manager for "limpet" with AC&S?

A. Yes.

Q. Did your job description change when you went with AC&S or did you essentially have the same responsibilities during that period?

A. It changed somewhat. There was more emphasis on high-temperature insulation.

Q. What exactly does that mean?

A. Prior to that time, the major market for "limpet" was fireproofing. Smaller markets were acoustical applications. The reason for this was union trade jurisdiction. So at that time, we added the high-temperature field using heat, frost and asbestos workers.

Q. So as I understand it, the "limpet"

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

was used for a variety of purposes including fireproofing, acoustical correction --

A. High-temperature insulation.

Q. And there was one more, wasn't there?

A. Condensation control.

Q. And you're saying after 1962, the emphasis was toward the high-temperature insulation component of that?

A. Right.

Q. In 1962, if I understand you correctly, AC&S became the head licensee in the United States?

A. That's correct.

Q. Did the basic parameters of the licensee-sublicensee license remain the same?

A. Yes.

Q. Did the actual identities of the sublicensees or applicators remain the same?

A. Yes.

Q. Was there an increase, decrease or basically a status quo with respect to the number of sublicensees?

A. Probably a decrease.

Q. Any particular reason for that?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Lack of field attention.

Q. During that period, you were still responsible for nationwide sales of "limpet"?

A. Right.

Q. Did Mr. Maco remain with AC&S?

A. Yes.

Q. For that entire period?

A. He left --

MR. GRIFFIN: What period?

MR. ROGERS: '62 to '67.

A. No, he left before I did.

Q. At some point did AC&S cease to be head licensee for "limpet"?

A. Yes.

Q. When was that?

A. 1967.

Q. And who became the head licensee then?

A. Atlas Asbestos Company.

Q. And did you change jobs at that time?

A. Yes, I went to work with Atlas Asbestos.

Q. Did you remain product manager for "limpet"?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Among other things.

Q. What other things did you do?

A. Insulations.

Q. Other types of asbestos-containing insulation other than "limpet"?

A. Yes.

Q. What was your understanding at the time you went with Atlas of the relationship between Atlas and Turner & Newall?

MS. MELTZER: Objection to the form. You can answer.

A. The relationship between Atlas and Turner & Newall? It was part of the Turner & Newall group.

Q. Why did AC&S give up the "limpet" license?

A. They started to manufacture their own product.

Q. And what was their product called?

A. Armaspray.

Q. How long did you remain with Atlas?

A. Until I retired three years ago.

Q. So you retired --

A. I'll give you a date. December 31st, 1983.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003334

Q. Did they continue to be the licensee for "limpet" for that entire period?

A. No.

Q. How long did their status as "limpet" licensee continue?

A. Guess?

Q. Your best estimate.

A. 1970.

Q. And do you know why they ceased to be "limpet" licensees in 1970?

A. The product was discontinued.

Q. And do you know why the product was discontinued?

A. Because of the asbestos, lack of acceptance of the product.

Q. Between 1967 and 1970, was your geographic area of responsibility the same?

A. United States.

Q. Did it include Canada at all?

A. No.

Q. Was there another employee of Atlas who was responsible for Canadian "limpet" sales?

A. Yes, Serge Dreimanis, D-r-e-i-m-a-n-i-s.

Q. And your responsibilities with

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Atlas after 1970 would have focused on other asbestos containing products?

A. Yes.

Q. Specifically, were you responsible for a particular product line or did you have general responsibility?

A. All the products that were sold in the United States. They were asbestos sheets, roofing tiles, sidings. That was about it.

Q. Were these Atlas products that were sold in the United States sold in a particular geographic areas or were they sold throughout the United States?

A. We attempted to sell them nationally, not always successfully.

Q. Did you have a system of sales managers or regional sales directors during that period with Atlas?

A. In the U.S., no.

Q. Were there any employees of Atlas who were responsible for United States sales during that period other than yourself?

A. Yes, Bob Enslin, E-n-s-l-i-n.

Q. And what was his job?

A. Title was factory representative.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. And what did that entail?

A. In essence, he was a sales manager except he didn't have a sales force.

Q. Other than yourself?

A. All right.

Q. Anybody else?

A. He had independent agents.

Q. And these independent agents were located at various places around the country?

A. Yes.

Q. Approximately how many were they in number?

A. Fifteen.

Q. Do you recall whether there was an agent in Atlanta?

MS. MELTZER: Can we clarify as to what time period you're referring to?

MR. ROGERS: We're talking post '70. We're talking after his responsibilities for "limpet" terminated between 1970 and 1983.

MS. MELTZER: So that's focused, then, between '73 to '83 for the questions prior to this with regard to sales forces?

MR. ROGERS: After we got out of

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

the "limpet" area.

MS. MELTZER: '73 to '83?

MR. ROGERS: Yes.

A. I believe there was an agent in Atlanta.

Q. How about Charlotte?

A. Yes, I think there was one.

Q. Now that we've gotten sort of a rough chronology of everything you did, I'd like to focus on particular issues.

First, I'd like to ask you about the ingredients of "limpet". Now, I realize to a certain extent you were not that responsible with the technical aspects and Mr. Maco or perhaps other people from J.W. Roberts would have taken primary responsibility for those aspects, but do you have any familiarity with the particular ingredients of "limpet"?

MS. MELTZER: As of what time?

BY MR. ROGERS:

Q. Well, let's start with your first contact with "limpet", which was in 1959?

A. Right.

Q. Let's start with 1959 and see what you know then and then we can go backwards and

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

forward.

A. The product was made of asbestos fibers and Portland cement.

Q. Any other contents?

A. There was some oil.

Q. And then those three components, the asbestos fiber, the Portland cement and the oil, was mixed with water at the time of installation?

A. Right.

Q. Do you know what the percentages of the various ingredients were?

A. No.

Q. Do you know approximately the total percent of asbestos fiber contained in the product?

A. No.

Q. So if I asked you about a particular test result of a product that showed seventy-five percent amosite fiber, you would not, based on that information alone, be able to say whether or not that was "limpet"?

A. No, that's right.

Q. Did "limpet" ever contain anything other than asbestos fiber, Portland cement and

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

oil?

A. Not to my knowledge.

Q. To your knowledge, did it ever contain any glass fiber?

A. No.

Q. To your knowledge, did it ever contain any rockwool?

A. No.

Q. To your knowledge, did it ever contain any other type of mineral fiber?

A. No.

Q. To your knowledge, was any other ingredient other than Portland cement ever used as a binder?

A. Starch at one time.

Q. Starch?

MS. MELTZER: In addition to or in place of Portland cement?

THE WITNESS: I don't know.

BY MR. ROGERS:

Q. Do you know where the starch was obtained from?

A. No.

Q. Do you know approximately how much starch it would have had in it?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. No.

Q. Do you know whether cellulose and starch are the same thing?

A. They're different.

Q. What is cellulose?

A. Wood fiber.

Q. And wood fiber was not the starch you're talking about?

A. No.

Q. You said that it contains asbestos fiber. Is there a particular type of asbestos fiber that it contained, and again, we're talking right now in 1959?

A. Um-hum. There was amosite, crocidolite.

Q. How about chrysotile?

A. Chrysotile, yes.

Q. Did the products contain just one of these types of fibers or did it also contain blends of various proportions of these types of fibers?

A. At one time there was a blend.

Q. So at various times "limpet" may have included one hundred percent amosite, one hundred percent chrysotile, one hundred percent

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

crocidolite or blends of those?

A. Blends of amosite and crocidolite.

Q. The blends never included chrysotile also?

A. No.

Q. But there was a one hundred percent chrysotile "limpet"?

A. Yes.

Q. Let's turn to some of the designations used and see if we can distinguish between these blends. Generally speaking, "limpets" were called by one of a variety of alpha numeric designations such as LW-26. Based on the records I've seen, the letters usually either start out LW or LB.

A. Right.

Q. Does that mean something?

A. Yes.

Q. What does that mean?

A. LW stood for "limpet" white and then there was a blend number.

Q. So "limpet" white would have contained either amosite or chrysotile asbestos?

A. That was amosite only.

Q. Any LW number is just amosite?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Right.

Q. And any LB number --

A. Was "limpet" blue, because the crocidolite fiber is a bluish tinge.

Q. So any LB "limpet" product would have included either one hundred percent crocidolite or a crocidolite blend?

A. One hundred percent crocidolite.

Q. One hundred percent crocidolite? What about the "limpets" that contained chrysotile?

A. That was called WS-1, white surfacing number one.

Q. So that would have been --

A. Mr. Rogers, I want to correct something. You asked about "limpet" being made and I told you England. The WS-1 was made briefly in Ambler at Keasbey & Mattison.

Q. Do you remember the approximate period that would have been?

A. That was about the beginning, when I went to Ambler.

Q. So about 1959?

A. Yeah.

Q. And that would have been made using

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Canadian chrysotile fiber?

A. Yes.

Q. Do you know where that chrysotile came from?

A. The Yukon territory.

Q. In getting back to the designations used for the different "limpet" products, we've discussed LD and LW and WS. What about BD?

A. BD-2 stood for bulldog.

Q. And was that a "limpet" blend?

A. It was not a sprayable mixture. It was a cementitious product.

Q. So that was something you troughed on after "limpet" was applied with a spray gun?

MR. HANLY: Objection to the form.

A. At one time I think it was both.

Q. At one time it was sprayable and then --

A. We attempted to spray it without much success.

Q. What about TS?

A. TS was a toughening solution.

Q. And how exactly was that used?

A. That was introduced into the spray water.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. So that was just something that was included in the water in the mixing process when it was applied?

A. Yes.

Q. That contained no asbestos or anything?

A. No.

Q. And BF?

A. BF?

Q. Yes.

A. Doesn't ring a bell.

Q. Let's go back to the LWs and the LDs. Do you know the differences between LW-4, LW-9, LW-21 and the various other particular designations?

A. I never was exposed to any of these blends.

Q. But based on the fact that they all start off LW, you'd be comfortable in saying that they all contain one hundred percent amosite?

MR. GRIFFIN: I'll object to that only on the grounds that Mr. Richardson hasn't been exposed to any of those, worked with or knows about any of those designations and it's not a fair thing to speculate on what they might have

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

contained.

BY MR. ROGERS:

Q. These were not blends that were in use in 1959 when you first came into contact with the product?

A. That's right.

Q. Those were older blends?

A. Yes.

Q. When you came --

A. Excuse me. It can be either older blends or blends used elsewhere.

Q. When you first came in close contact with the product in 1959, LW-25 was in use?

A. Yes.

Q. What was LW-25?

A. It was amosite asbestos.

Q. One hundred percent?

A. Yes.

Q. Was LW-26 in use then?

A. No.

Q. That subsequently came into use?

A. I'm not sure about the terminology. Later in the game we got a blend at my request of an LD and an LW. I don't remember

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

what the terminology was for it.

Q. Do you recall using LW-40?

A. No.

Q. How about LW-21?

A. No.

Q. Any other white LW designations that you recall selling other than LW-25?

A. No.

Q. What was the LB blend in use at the time?

A. 8.

Q. LB-8?

A. Yes.

Q. That was the one that was in use in 1959?

A. Yes.

Q. Did that change during your subsequent association with the product?

A. No.

Q. So from 1959 on, the primary amosite "limpet" was LW-25?

A. That's right.

Q. And the primary crocidolite "limpet" was LB-8?

A. Right.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Any other ones that were important?

A. No.

Q. And the one that you indicated that was a blend of amosite and crocidolite you're not sure what the designation was?

A. That's correct.

Q. Was WS-1 in use from 1955 during the subsequent period that you were involved with the product?

MR. HANLY: '59?

MR. ROGERS: I meant '59.

A. Yes.

Q. That was in use during that period also?

A. Yes.

Q. And that would have been the one hundred percent chrysotile product?

A. Right.

Q. And with respect to any of those, you don't know the percentage of asbestos fiber with respect to all the other components?

A. That's correct.

Q. So you don't know whether they consisted of sixty-five percent or seventy percent or what?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. That's right.

Q. Mr. Richardson, let's turn now to Plaintiff's Exhibit 1, which are the documents you produced pursuant to the subpoena here today. Mr. L.R. Enslin is the Bob Enslin that you mentioned was with Atlas?

A. Right.

Q. Who was N.L. Barr?

A. He was vice-president of sales of Atlas Asbestos Company.

Q. So he was with Atlas?

A. Yes.

Q. And he was --

A. Also Keasbey & Mattison.

Q. He was also with Keasbey & Mattison?

A. Right.

Q. During his tenure with Keasbey and Mattison, what was his job title?

A. Various titles but his last one was vice-president in sales.

Q. So he was a supervisor?

A. Yes.

Q. And he was in charge of all the products as opposed to just "limpet"?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Yes.

Q. Do you know where he had been employed prior to Keasbey & Mattison?

A. I think he was in the service.

Q. Did he have any other connection with Turner & Newall or any other Turner & Newall subsidiaries?

A. No.

Q. One of the documents that you've included is a November 6, 1967 memo from you to Mr. Darr and it's captioned re: AC&S "limpet" activity and it apparently concerns a trip of yours to various dist lets, including St. Louis, Los Angeles, San Francisco, Portland, Seattle and Spokane visiting the 'limpet' sublicensee-licensee. Is that what that is?

A. Yes.

Q. Did you make trips such as that frequently?

A. Yes.

Q. And the purpose of that trip exactly would have been -- if you could describe it for me?

A. It was to -- the subject-is AC&S "limpet" activity and it was to find out what

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

the potential was for the product because AC&S had come up with another spray product that could be competitive.

Q. That would have been the Armaspray you referred to?

A. Yes.

Q. So you would just go around and visit the sublicensees to see what job they were doing and what jobs might be on the horizons?

A. Not really. The subject of that trip was to find out if there was any activity by the competitive product and whether the respective offices possibly could continue to purchase and apply "limpet".

Q. These district managers and branches managers, these were all AC&S employees?

A. Yes.

Q. So during this trip, you weren't really looking at the applicators, you were just talking to the managers of the various regional districts?

A. Correct.

Q. The next document in this group is on the Atlas Asbestos letterhead and it's captioned "Limpet" Projects, the Pulp and Paper

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Industry. I show that to you. Do you recall those jobs?

A. Yes.

Q. Would you have had direct familiarity with each of those jobs?

A. No.

Q. And if you didn't have direct familiarity with it, it would have been handled through a district manager?

A. Yes.

Q. I'd like to ask you about a couple jobs here, if you don't mind me coming over here. This job here for West Virginia Pulp and Paper at North Charleston, South Carolina, general equipment which is dated 4-15-64, do you remember that job?

A. No.

Q. What branch manager or district manager would have handled that?

A. Charlotte, I think.

Q. Do you know who the branch manager in Charlotte was?

A. Yes, his name was Joe Webber.

Q. And he would have been an Atlas employee or AC&S employee?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. AC&S.

Q. Was he an independent agent or was he an employee?

A. No, he was an employee of AC&S.

Q. And he had an office in Charlotte?

A. Yes.

MR. HANLY: I'm sorry. Could I get that name again?

THE WITNESS: Webber, W-e double b-e-r.

BY MR. ROGERS:

Q. Do you know who the applicator would have been?

A. AC&S.

Q. So these were all jobs that AC&S did?

A. Right.

Q. Why is this on Atlas letterhead if it included a period before Atlas was the North American head licensee, if you know?

A. This was taken from AC&S job records that were compiled by me and put in my stationery or Atlas' stationery for a reason, I'm not sure of.

Q. So this would have been compiled by

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

you at some time subsequent to 1967 concerning events at the time indicated on the contract date?

A. Yes.

Q. There's another job further down here, also at West Virginia Pulp and Paper, which is called West Bay Co. in Charleston, South Carolina. Do you recall that job?

A. No.

Q. Would that job have also been handled by Mr. Webber?

A. Probably.

Q. And the applicator, as far as you know, would have been AC&S?

A. Yes.

Q. Were there other licensed applicators in the Charleston area?

A. Yes, I think there was a building materials applicator there.

Q. Do you recall their name?

A. No.

Q. If I could attempt to refresh your recollection, do you recall the name Guy M. Beatty?

A. Yes.

Q. Is that it?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Yes.

Q. Wait a minute. Guy M. Beatty. Guy M. Beatty was a purchaser of other insulation products. I'm not sure about the "limpet".

Q. Of other K & M products?

A. Yes.

Q. They were a K & M distributor?

A. Yes.

Q. But you're not sure whether they were a licensed applicator for "limpet"?

A. I don't think they were.

MR. HANLY: Wait. I'm a bit confused now, Tom, because I thought we were talking about a period subsequent, certainly, to 1962.

MR. ROGERS: 1964 is the day.

MR. HANLY: And your reference is to Keasbey & Mattison products?

MR. ROGERS: No. He said that apparently he recognized that name because of an association between Guy M. Beatty and Keasbey-Mattison which presumably would have pre-dated 1962. Okay.

BY MR. ROGERS:

Q. And you don't recall right now who

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

the licensed applicator in Charlotte was?

A. No, I don't.

Q. Was there a licensed applicator in Savannah?

A. I don't think so.

Q. Would there have been any other licensed applicators in geographic proximity to South Carolina who may have done that project in Charleston, South Carolina?

MR. GRIFFIN: Tom, which project are you talking about?

MR. ROGERS: These two projects at West Bay Co. in 1964.

MR. HANLY: Pulp and Paper?

MR. ROGERS: Yes.

A. Let me back off. When you asked me about an applicator, licensed applicator for Savannah, I said no. I meant a building materials applicator. There was an AC&S branch in Savannah that did "limpet" work such as that.

Q. And there was also --

A. Now, whether they had jurisdiction for that job site or Charlotte had, I don't know.

Q. Was there also an AC&S branch in Atlanta?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Oh, yes.

Q. And there was an AC&S branch in Charlotte?

A. Yes.

Q. Any other AC&S branches around South Carolina that might have been involved?

A. Not that I can think of.

MS. MELTZER: Before we leave that document, can we perhaps clarify something?

MR. ROGERS: Sure.

MS. MELTZER: I would just like to take this up now. The dates that appear on that document, what do those dates represent? There is a whole column of dates and I'm just not clear at all on what they represent.

THE WITNESS: Contract date. At AC&S copies of new contracts were circulated and the documents that come through had a date. I'm guessing that the date that I put down here was the date of the contract document as processed between the branch office and Lancaster.

BY MR. ROGERS:

Q. So the actual installation would probably have been a little bit later?

A. Yes. In some cases it's possible

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

that some of the contracts were not consummated.

Q. This next document is a multi-page report dated October 15, 1959 and I can't tell you whether that's your report or whether that's Mr. Darr's report.

A. No, it's from me to Darr.

Q. So this is a --

A. A report of my trip to J.W. Roberts and what happened during that period.

Q. Your training between July and September of 1959?

A. Right.

Q. Who is Mr. Marshall?

A. Mr. Marshall was the managing director of J.W. Roberts.

Q. Who was Mr. Wilson?

A. Export manager of J.W. Roberts.

Q. That's G.A. Wilson?

A. Yes.

Q. And Mr. Roy Spavold?

A. He was an employee in the spray training parts of the J.W. Roberts management.

Q. Would it be correct to say that he ran the spray school?

A. Yes.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Mr. Hughes?

A. Export department.

Q. Do you know what his first name is?

A. No.

Q. Mr. Craven?

A. Export department.

Q. And this report essentially recounts everything you did during that period?

A. Yes.

Q. The last four documents contained in this package which is labeled Plaintiff's Exhibit 1 are captioned "Limpet" Projects Running List and are for the year -- each of them are multi-page and for the years 1963, 1964, 1965 and 1966. Essentially, what are these?

A. These are copies of the contract papers that came through from the various branch offices to AC&S headquarters in Lancaster.

Q. And the office column would indicate what regional office of AC&S the contract came from?

A. Was processing the paper, right.

Q. That doesn't necessarily indicate the location of the job itself?

A. It does not.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. And that would be indicated, to whatever extent the information is available, in the description column?

A. Right.

Q. And this information also does not indicate who the applicator was or was it AC&S that would have been the applicator on all these jobs?

A. These were all AC&S jobs.

Q. I'd just like to go over a couple of these with you. In the first one for 1983 there is one out of Charlotte under the description, it says Cement Plant. Do you know what that plant was?

A. The name of the plant?

Q. Yes.

A. No.

Q. Do you know where the plant was?

A. Charlotte vicinity. It was in the trading area that the Charlotte office covered.

Q. But that would have included not only North Carolina, but also part of South Carolina, also?

A. It could.

Q. There is an entry for 8-29, 1963

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

from the Charleston office for piping and equipment. That Charleston would have been Charleston, West Virginia or Charleston, South Carolina?

A. I don't know of my own knowledge. Let's take a look at the contract number for the other one. It's a different number.

Q. So you're not sure?

A. No.

Q. Do you ever recall there being a Charleston, South Carolina office for AC&S?

A. No.

Q. This is another Charleston and that shows --

A. West Virginia.

Q. So presumably that Charleston is Charleston, West Virginia?

A. I think so.

Q. There is another job on the last page, 12-20, 1983 out of the Charlotte office for the Carolina Power Company. Do you have any knowledge of that?

A. No.

Q. In the 1964 group, there is a job out of the Savannah office on 4-15-64 for West

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Virginia Pulp and Paper?

A. Right.

Q. Would you know where that was?

A. The job itself?

Q. Yes.

A. Again, in the geographic area serviced by Savannah office.

Q. Returning to the first group we were looking at, based on these dates, would you be able to say whether that was the West Virginia Pulp and Paper job in North Charleston?

MR. HANLY: Could we have an identification on what --

MR. ROGERS: This is the previous two page document on the Atlas Asbestos Company caption that we reviewed just a minute ago.

A. Same date.

Q. So presumably that would have been this job?

A. Right.

Q. So that would suggest that Savannah had responsibility for the North Charleston area?

A. That is correct.

Q. On 8-12-64 there is another Savannah office job that says West Virginia Pulp

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

and Paper. Return, again, to the Atlas Asbestos document we looked at previously. Would that be the same Charleston, South Carolina job indicated there?

A. Seems to be the same date.

Q. Turning now to the "Limpet" Projects Running List for 1965, on 5-26, 1965 there is another job out of the Savannah office. The description says Southern States Phosphate Fertilizer Company, Savannah equipment. Do you have any knowledge of that job?

A. No.

Q. Do you know where that plant is located?

A. No.

Q. On that same page there is a job out of the Atlanta office dated 6-11 that says Greenwood Mills, Greenwood, South Carolina, B.D. Turbine. Do you have any knowledge of that?

A. No.

Q. Apparently the responsibilities for South Carolina was divided between various offices?

A. Could be.

Q. There is also another job listed at

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

6-28, 1965 out of the Savannah office for the American Cyanamid plant in Savannah. Do you have any knowledge of that job?

A. No.

Q. Do you know where that plant is located?

A. No.

Q. Also in 1965, 3-17, 1965 out of the Charlotte office there is a job for the Morgantown Chemical Company. Do you have any knowledge of that plant?

A. No knowledge.

Q. Turning now to the final document in this group, the "Limpet" Projects Running List for 1966 -- off the record a minute.

(Discussion is held off the record.)

BY MR. ROGERS:

Q. The missing contract I wanted to ask you about I discovered back in the "limpet" projects 1964, it's dated 8-26-64 out of the Savannah office and the description says DuPont Camden, South Carolina. Do you recall that project?

A. No. I'll draw something to your

ELECTRONICALLY FILED - 2023-Apr-12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

attention, though.

Q. Sure.

A. When these contract documents would come through, I would take the contract number, the date, the office involved and description of the contract. You will notice the overall contract price was fifteen thousand dollars. There was no specification that there was an amount of "limpet" involved.

Q. So at the time the contract came through, you're not sure if there was "limpet" in it or not?

A. That's right.

Q. But the fact that the question mark is there doesn't necessarily preclude?

A. It could be or could not be, that's right.

Q. Mr. Richardson, I have a group of documents here that I'd like to mark as Plaintiff's Exhibit 2 and these are documents that were produced by Turner & Newall to us involving certain aspects of their relationships with their sublicensees during the late '40s.

(Exhibit Plaintiff's-2 marked for identification.)

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

BY MR. ROGERS:

Q. Now, do you have any knowledge of your own concerning the structure between the licensee and the sublicensees prior to the time that you became familiar with the product in the late '50s?

A. No.

Q. Do you know who the licensee, the head licensee was in the United States in the '40s?

A. Of my own knowledge, I assume that it's Keasbey & Mattison.

Q. Do you know of any other corporation that may have been head licensee for United States other than Keasbey & Mattison?

A. No.

Q. I let you see these earlier and you reviewed them quickly. You've never seen any of those documents before, have you?

A. No, never have.

Q. Those documents concern, and this is my characterization of it and you're free to look at them specifically, but they concern safety precautions that may have been recommended by Turner & Newall or J.W. Roberts to the licensee

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

and sublicensees. During your tenure with Keasbey-Mattison as a product manager for "limpet", did you ever receive any instructions from T & N or J.W. Roberts concerning safety precautions?

A. Relative to --

Q. "Limpet"?

A. Possibility that something come through about the general overall machine, like water pressures, electricity.

Q. What about specifically with respect to the dangers posed by the asbestos in the product?

MR. HANLY: Objection to the form.

A. Never that I can recollect.

Q. Were you ever given any instructions by Turner Newall or J.W. Roberts concerning the use of respirators?

A. Yes.

Q. What were those instructions?

A. Should always use a respirator when you were spraying or when you were in the spray area.

Q. So their instructions as of 1959, to the best of your knowledge, recommended that a

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

respirator be used not only by the applicator, but also by other people that may be in the vicinity?

A. I don't remember that.

Q. First of all, did they recommend respirator use for the applicator himself, the person holding the gun?

A. And the crew.

Q. And the people feeding the hopper?

A. Yes.

Q. So everyone involved in the application from the person holding the nozzle to the people working the machine, they were all recommended to use respirators?

A. Right.

Q. And that was true in 1959?

A. Yes.

Q. And at all times subsequent?

A. Yes.

Q. Do you have any personal knowledge concerning when that came into effect?

A. Any personal knowledge of what?

Q. When that recommendation first came into effect?

A. My first exposure to "limpet" at J.W. Roberts was when I was told a respirator

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

should be worn.

Q. In 1959 when you first came in direct contact with the product, were you given any recommendations by Turner-Newall or J.W. Roberts concerning the employment of juveniles in the "limpet" process?

A. No.

Q. At any time were you told by Turner & Newall or J.W. Roberts it wasn't a good idea to employ juveniles, young people as "limpet" applicators?

MR. HANLY: That it was or was not?

MR. ROGERS: Was not.

A. I don't remember anything like that.

Q. Do you know whether or not Keasbey & Mattison or AC&S or Atlas did, in fact, employ juveniles as applicators?

A. Which companies?

Q. Any of the ones you worked with as product --

A. We were not applicators at Keasbey & Mattison.

Q. How about AC&S?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. AC&S employed their own people.

Q. Do you know whether they employed juveniles?

A. Where does juvenile start and stop?

Q. Let's say people under twenty?

A. I'm sure an apprentice would be under that age.

MR. DANLY: I simply want to note for the record my objection to defining juveniles as people twenty years old or younger.

MR. ROGERS: Let's say under eighteen.

BY MR. ROGERS:

Q. Would your answer be --

A. I really don't know.

Q. During your period when you were responsible, as we've discussed, for various aspects of the sale and distribution of "limpet" in the United States, do you know of any steps taken by T & N or J.W.R. to insure compliance by licensees or sublicensees or applicators of certain specified safety precautions?

A. No.

Q. Were there any suggestions made by

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

T & N or J.W.R. concerning dust suppression in closed areas where "limpet" was being applied?

A. Yes.

Q. What were those suggestions?

A. Dampening device was used.

Q. The dampening device as a modification to the original "limpet" gun?

A. There was two phases of it. There was a dampening device installed on the machines at one time and there was a separate device that pre-dampened the fiber before it was fed to the machine.

Q. Now, when you say dampen, that means to --

A. Wet it.

Q. Do you know when the dampening gun was first used?

A. There was no dampening gun that I'm aware of. The dampening device in the machine was a perforated pipe that theoretically sprayed atomized water into the hopper to redampen the fiber.

Q. When did that first come into use?

A. Way before my time.

Q. Did they all have these dampening

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

devices on the machine?

A. There was no dampening device on the guns.

Q. How about the dampening device you just described on the machine?

A. That was on the machine, not the guns. Two separate entities.

Q. Did all of the machines that were used --

A. Have the dampening device?

Q. -- have the dampening device?

A. I don't know.

Q. What about the other pre-dampening procedure you were talking about?

A. There was a large drum, like a band drum that was on a spindle and dry fiber was fed into it and the door was closed and there was a calibrated pipe that was filled with water and then the drum was spun which tumbled the fiber while the water entered and pre-dampened the fiber.

Q. Was this pre-dampening device used on all the machines after a certain date?

A. Now, which one are you speaking of?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. The pre-dampening drum.

A. The drum -- I don't know any dates when it started or stopped. That was recommended use where dust could be a problem.

Q. So those devices were recommended for use in closed areas?

A. Yes.

Q. And --

MR. HANLY: Objection to the form. Which devices?

MR. ROGERS: Both of them.

A. No, I didn't say that. I can only speak knowledgeably of the drum.

Q. But when you say it was recommended for use when dust could be a problem, that's saying when you were in a closed area?

A. Yes.

Q. I mean are there any other situations where dust would be a problem?

A. No.

Q. Were there any other modifications to the nozzles or the machine components that were designed to minimize dust?

A. No, not that I'm aware of.

Q. Beginning in 1959 when you first

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

became responsible, as product manager, for the "limpet", where did you get your information concerning health and safety issues?

A. At the school.

Q. From T & N?

A. Yes.

Q. From J.W.R.?

A. J.W. Roberts, right.

Q. Did they continue to provide you information on health and safety issues during the succeeding years when you remained responsible for the "limpet"?

A. I don't know.

Q. You don't recall --

A. They had a system of sending out technical bulletins and various aspects of the product and health may have been included in them.

Q. Who were these bulletins sent to?

A. "Limpet" and, in this case, they were sent to Keasbey & Mattison.

Q. Other than being sent to the head licensee, were they also sent to sublicensees, if you know?

A. I don't believe so. Let me back off on that. We were required under the licensing

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

arrangement to send copies of the applicators in their areas to J.W. Roberts. Whether or not the licensee got a direct mailing from J.W. Roberts on these technical bulletins, I'm not sure, Tom.

Q. The next group of documents we're going to mark as Plaintiff's Exhibit 3. You've also had a chance to look at these a little earlier and I'd like to, again, turn to particular "limpet" job sites and applicators.

(Exhibit Plaintiff's-3 marked for identification.)

BY MR. ROGERS:

Q. Are these the brochures you're talking about?

A. That came from J.W. Roberts?

Q. Yes.

A. No, it wasn't brochure, it was technical bulletins.

Q. What exactly are these?

A. These are copies of -- is there a date on this thing?

Q. No, and it's not the entire document. It's just excerpted pages, but I'm just asking, from looking at the cover, do you know what exactly these were? Were these

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

advertising --

A. I think they were brochures. I've never seen that one. That must be pretty old.

Q. This first one is called Sprayed "Limpet" Asbestos and it's captioned Marine Applications and one of the pages in it is a list of what was captioned: The following is a selection from the list of shipbuilders who have used spray "limpet" asbestos in marine insulation and one of them is the Ingalls Shipbuilding Corp. Do you recall them?

A. I know of the job secondhand.

Q. It was just one job?

A. Yes, it was a U.S. Navy icebreaker.

Q. Do you know the name of it?

A. No, I don't.

Q. Do you know the approximate time that the "limpet" was applied on that ship?

A. Several years before I went to J.W. Roberts. That would be prior to 1959.

Q. So sometime during the '50s?

A. As a guess.

Q. Do you know whether "limpet" was used in marine applications in the United States extensively?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Not extensively. There was two ferries done out of Seattle for the Alaska trade.

Q. Do you know what shipyard they were done at?

A. No -- Todd rings a bell, T-o-d-d.

Q. Other than Pascagoula and Seattle, are there any other shipyards that used "limpet" to your knowledge?

A. Direct knowledge, no.

Q. But the fact that you don't have direct knowledge of it would not necessarily preclude the existence of such projects?

A. That's right. You have to keep in mind that being exposed to "limpet" people in England, they would talk about various aspects of the business so some of the stuff is hearsay and secondhand.

Q. The second brochure is a similar brochure, says Sprayed "Limpet" Asbestos and it says Fire Protection on the top.

MR. GRIFFIN: Are these documents which you are showing Mr. Richardson excerpts or the entire brochure?

MR. ROGERS: No, they are excerpts and they were also produced by T & N?

ELECTRONICALLY FILED - 2023-Apr-12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MR. HANLY: Are you marking these?

MR. ROGERS: This whole package is going to be marked.

MS. MELTZER: Just as a suggestion, perhaps, do you want to mark them P-3A, B, et cetera?

MR. ROGERS: I think if I give the title of them, I'm keeping them in order and they're all numbered separately with separate Bates numbers on the bottom. I don't think there is going to be much confusion about it.

BY MR. ROGERS:

Q. This brochure also lists, it says, A further selection of sprayed "limpet" asbestos applications for fire protection of buildings and, of course, this is not a dated document so we're not sure exactly what date but I'd just like to read the names to you and see if you have a recollection of them. Dannen Feed Mills in Kansas City?

A. Yes, that was a soybean processing plant.

Q. Do you remember when that was, when the application was?

A. It's while I was involved

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

with Measbey & Mattison so it's after '59.

Q. Do you know who the applicator was?

A. Yes, a Kansas City National Insulate Company.

Q. Bristol Myers Warehouse in Hillside, New Jersey?

A. (No response.)

Q. You would just --

A. No.

Q. Penn Fruit Company, Philadelphia?

A. No, no knowledge.

Q. Administration Headquarters of Scott Paper Company in Philadelphia?

A. Yes.

Q. Do you remember when that job was?

A. Yes, that would be about 1960.

Q. Do you know who the applicator was on that?

A. Yes, William Armstrong and Sons.

Q. The Virginia Beach Auditorium in Norfolk?

A. Crafft-Murray with a double "f" hyphen Murray.

Q. Do you remember approximately when that would have been?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. It would have been prior to me, I think, prior to 1959.

Q. The Quebec Hydro Hotel in Canada?

A. No knowledge of.

Q. The Fire Station, St. Catherines Fire Station in Canada?

A. No.

Q. Montreal Airport?

A. No.

Q. The next brochure is also captioned Sprayed "Limpet" Asbestos is a denominated Thermal Insulation of Plant and Machinery. The only ones I want to ask you about is the Caribbean Cement Company in Kingston. Do you recall that?

A. No knowledge of it.

Q. Did Keasbey & Mattison, in addition to being responsible for the United States, also have responsibility for the Caribbean area?

A. At one time they did not and at one time they did. There was an applicator called the Caribbean Spray Paint Company in the Bahamas. They had some of the islands.

Q. And they dealt directly with --

A. J.W. Roberts.

Q. This next document is also

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

captioned "Limpet" Asbestos and its title is List of Equipment Insulated with "Limpet", "limpet" jobs by states, tanks and vessels with "limpet", miscellaneous "limpet" applications, chemical and allied jobs and power plant applications. During the period of your responsibility for "limpet" after 1959 or, let's say, between 1959 and 1970, was "limpet" used for all of those various types of applications?

A. I think I put that list together.

Q. You did?

A. I think so.

Q. And so this list of various types of equipment that "limpet" would have been used on would have been something you were familiar with from the jobs that you were responsible for?

A. This information would be taken from the job lists that you have where the piece of equipment was identified.

Q. The description section?

A. Yes.

MS. MELTZER: From the AC&S lists we discussed earlier?

THE WITNESS: Yes.

BY MR. ROGERS:

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. But these would have always been applications that "limpet" was put to during the period of your tenure with --

A. With AC&S, yes.

Q. Here it says that one or more "limpet" jobs have been performed in twenty-five of our district or branch offices. Those are AC&S branches offices?

A. Right.

Q. And those would have been the ones we just briefly went over before?

A. That's right.

Q. Following that information, there is a list of various jobs in categories, categories being tanks and vessels, miscellaneous applications, chemical and allied industries and power plants. Would you have put together this information, also?

A. Probably.

Q. And these all would have been jobs that were carried out during the period --

A. When I was with AC&S.

Q. And, again, this is a seven-page document that starts with the Bates Number 016-02-00107. The next document is captioned

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Selection of Sprayed "Limpet" Asbestos Fire Protection Applications and starts out with the Dates Number 016-02-00174. I'd like to read you just a few more jobs just to see if you are familiar with them. Woodbridge High School in Woodbridge, New Jersey?

A. No.

Q. Church of Saint Bernardin De Sienno?

A. No.

Q. Saint Anne's Roman Catholic Church in Hamilton?

A. No.

Q. Canadian Pacific Express in Montreal?

A. No.

Q. Underwriters' Laboratories in Chicago?

A. That's not a job. That's a testing agency.

Q. So these are people that have merely carried out tests on "limpet" as opposed --

A. That one I think is. Can I see the page?

Q. Yes. And they did not use "limpet"

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

in their testing facilities?

A. Testing Authorities is the heading.

Q. But my question is was "limpet" used in their testing facilities or they merely tested "limpet"?

A. They tested "limpet".

MS. MELTZER: As opposed to "limpet" being incorporated in the physical structure?

MR. ROGERS: Right.

BY MR. ROGERS:

Q. This next document is on Armstrong Contracting and Supply letterhead and is dated March 5, 1969 and starts off with the Bates stamp 016-02-00173. Do you know whether you produced that?

MR. HANLY: Produced it or prepared it?

MR. ROGERS: Prepared it.

A. I think I prepared it, yes.

Q. And this would have been information concerning particular "limpet" jobs that you obtained during your tenure with AC&S?

A. Right. That master list of all of the jobs has been broken down into smaller ones

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

where the pulp and paper, another one was a fireproofing --

Q. So these jobs would have all been included in those lists for the year '63 to '66 that we looked at previously?

A. Yes.

Q. The next document is a two-page document that has no caption and starts off with the Bates Number 016-02-00260. I'll just ask you about a few more jobs. Chase Manhattan Bank?

A. Familiar with it.

Q. What year was that?

A. That was underway when I came back from J.W. Roberts' school in 1959.

Q. Who was the applicator there?

A. E.B. Carley.

MS. MELTZER: Do you have a location for the Chase Manhattan Bank?

THE WITNESS: Wall Street.

BY MR. ROGERS:

Q. Seattle World Fair?

A. Who did the job? That was --

Q. First of all, do you recall the job during your tenure?

A. No, I don't recall the job but I

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

could tell you if it was a job there and -- who did it. That was a company called AAFCO, A-A-F-C-O. That was the abbreviation for Acoustical and Fireproofing Company.

Q. Do you recall who at AAFCO was responsible for the "limpet" jobs?

A. The owner of the company was a man by the name of Pashkowski, P-a-s-h-k-o-w-s-k-i.

Q. This list I'm reading from, do you recognize that? Is that something you prepared also?

A. Do I recognize what?

Q. The list itself. Is that something that you prepared?

A. I have never seen that, no.

Q. Do you know, the Hilton Hotel that is mentioned here, what Hilton Hotel it would have been?

A. Does it give a location?

Q. No.

A. No.

Q. Do you recall a "limpet" job involving the Prudential Tower in Boston?

A. Yes.

Q. What year would that have been?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. That was while I was with AC&S.

Q. So that would have been after '62?

A. Yes.

Q. How about the Laguardia Airport Termial? First of all, with respect to the Prudential Tower, do you know who the applicator would have been?

A. That started out with a joint venture with Carley, Connors and Venzie.

Q. A joint venture between those three applicators?

A. Two of them were applicators, one of them was not.

Q. Which one wasn't?

A. Venzie.

Q. How about the Laguardia Airport Terminal?

A. That was done by Carley.

Q. And what year would that have been?

A. I think that was during the AC&S period, after 1962.

Q. Carley would have been the New York applicator?

A. Yes.

Q. How about the New York World Fair?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Carley.

Q. That would presumably have been in 1964?

A. Um-hum.

Q. And how about Expo-67?

A. In Montreal?

Q. Yes.

A. I have no knowledge or jurisdiction for the Canadian job.

Q. This job lists various products and the main product listed is SLA, which is sprayed "limpet" asbestos?

A. Yes.

Q. It also lists certain other products and I'd like you to give me whatever knowledge you have concerning those products. Ferobestos?

A. Ferobestos was an asbestos reinforced plastic.

Q. Manufactured by?

A. One of the British companies.

Q. One of the British companies in the T & N group?

A. Yes.

Q. Do you know what it was used for?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. No, I'm not sure.

Q. It was not a spray product then?

A. Oh, no, it was a pre-formed product.

Q. How about feroglas?

A. No, I'm not familiar with feroglas.

Q. How about gridlite, g-r-i-d-l-i-t-e?

A. Never heard of it.

Q. How about rainwater?

A. No knowledge of it.

Q. How about pervec, p-e-r-v-e-c?

A. No knowledge of it.

Q. The next document is a three-page handwritten document from T & N records that starts off with the Bates Number 023-02-00079 and it appears to be a handwritten summary of certain Keasbey & Mattison minutes starting in 1934 and going until 1962. You have no personal knowledge of Keasbey-Mattison's relationship to T & N or J.W. Roberts prior to 1959?

A. That's right.

Q. What about the period when you were out in California between '52 and '59, did you have any knowledge of the relationship between

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Keasbey-Mattison and T & N with respect to "limpet" at that time?

A. I'm not quite sure what the question is, Tom.

Q. I'm just trying to discern --

A. I know that somewhere along the line I knew that Keasbey-Mattison was part of the Turner & Newall group. Now, you said did I knowing anything about Turner & Newall and "limpet" at the time?

Q. Yes.

A. On the West Coast, I think I told you earlier that "limpet" was part of my portfolio.

Q. But you didn't sell any during that period?

A. That's right.

Q. What I'm trying to get at is whether you had any personal knowledge of the way the relationship between Turner & Newall or J.W. Roberts and Keasbey & Mattison was structured with respect to the "limpet" product?

A. No, no, no idea.

Q. So prior to 1959, you don't know how many machines Keasbey-Mattison had?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. No.

Q. According to this document, which is a Keasbey-Mattison Minute Number 7054 from May 14, 1954, indicates AC&S machine sublicensees for "limpet" in various geographical units including South Carolina. Do you recall in 1954 knowing who the "limpet" sublicensee in South Carolina was?

A. No.

Q. An entry in Keasbey & Mattison Minutes Number 6832 for June the 12th, 1959, indicates the appointment of a "limpet" sublicensee in Greensboro, North Carolina. Do you recall anything about that?

A. No.

Q. Can you tell from this somewhat hard to decipher handwriting the name of this company?

A. Donitz, yes.

Q. Do you recall them?

A. Yes.

Q. Was that the "limpet" licensee we were trying to think of before?

A. That's probably it, yes.

Q. So when you said Beatty, you

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

confused that because of their prior relationship?

A. So Deatty was a nutherm customer.

Q. So K & M licensees that you were familiar with during your tenure with Keasbey and Mattison would have been the Bonitz Company, 411 Prospect Court, Greensboro, North Carolina?

A. Right.

Q. Do you know whether or not they had responsibility for South Carolina?

A. I don't know. They had several branches.

Q.

MR. HANLY: Tom, before you go off that document, does it have a heading?

MR. ROGERS: No, it has no heading.

MR. HANLY: Which is the Bates stamp that you last referred to, I'd like to note for the record I am uncertain as to whose handwriting that is and I will investigate whose handwriting it is. There is a possibility that that is attorney-work product which may have been inadvertantly disclosed in England and, if so, it would be subject to our stipulation in the Dalton

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

case.

MR. ROGERS: That's fine, and we could certainly just make reference to the specific minute numbers that I've noted without using this. I mean we could certainly go to the Keasbey-Mattison minutes themselves this is drawn from.

MR. HANLY: Sure, but with respect to the document itself, it may have been prepared by an attorney and, as you know --

MR. ROGERS: That looks like handwriting --

MR. HANLY: As you know, we have a stipulation concerning that.

MR. ROGERS: I understand.

BY MR. ROGERS:

Q. The next document included in this package captioned Plaintiff's Exhibit 3 is a list, a handwritten list of various operators -- this is what it appears to be, is a multi-page -- a fourteen-page document that appears to list various operators who went through spray school in England.

First of all, starting in 1959 when you first became directly responsible

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

for "limpet", was there a policy concerning the training of applicators?

A. At J.W. Roberts?

Q. The training of applicators within the United States at someplace?

A. There was a policy.

Q. And what was that policy?

A. Policy was that a new applicator who was signed up had to send in key personnel to Ambler -- Keasbey for spray training.

Q. Did just the supervisor have to go to spray school or did every person who was going to use the machine have to go to spray school?

A. We took the attitude that sending in a casual worker was useless. He might do one job and disappear, so what we asked for was a key employee of the new applicator who could come in and get spray training so that he could supervise and check on the quality of the work that his employees did and, in some cases, the supervisor came in with workers.

Q. So sometimes they sent one person, sometimes they sent more than one person?

A. That's right.

Q. And the person they sent may have

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

been a supervisor or may have been a crew chief or may have just been a key employee?

A. Yes.

Q. But all applicators in the United States had to have at least one person that had actually been to Horwich for training?

A. Not Horwich, Ambler. Are you speaking --

Q. I'm trying to discern where they were.

A. Ambler, Pennsylvania.

Q. So the spray school they went to was not the spray school in England; it was the spray school in the United States?

A. That's right.

Q. When you first became responsible for the product in 1959, where was the American spray school?

A. Ambler.

Q. During the period between 1959 and 1962 did it remain in Ambler?

A. Yes.

Q. When the licensee went to AC&S in 1962, where did the spray --

A. Gloucester City, New Jersey.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Between 1962 and 1967 did it remain in Gloucester City?

A. Yes.

Q. After 1967 when the license went to Atlas, where was the spray school conducted?

A. In Montreal.

Q. Who was in charge of the spray school at K & M?

A. When I was there, it was Paul Maco.

Q. Did Paul Maco conduct the school himself or were the --

A. Yes.

Q. Or were there J.W.R. employees who came over?

A. He conducted it himself.

Q. Did J.W.R. ever send employees to help conduct it or supervise his conducting of the school?

A. They came to Ambler and saw the facilities there from time to time.

Q. When you say they, would that have been Mr. Wilson or --

A. Mr. Wilson, Mr. Spavold.

Q. They both came to the United States?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. There was another one. His name alludes me.

Q. Would they have come on a regular basis?

A. Not every six months or every year -- they came fairly often.

Q. Would they have come on an annual basis or more frequently than that?

A. I would say at least annual.

Q. Were there ever any applicators who were sent to England to spray school?

A. Yes.

Q. How did that come about?

A. One went at the invitation of Wilson. That was the West Coast man who was doing the marine work. They felt that marine work possibly had a potential that we had not touched. We never had any success in marine work in the United States, had the potential and this man had derived a job, a good sized job and they thought that specialized or further training in the marine field would be helpful to generate business.

Q. Other than that one instance that you mentioned, were there ever a substantial number of other applicators who went to spray

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

school in England?

A. Not a substantial number.

Q. So, to the best of your knowledge, the applicators that are listed here in the spray school as coming from overseas were not American applicators, they were European applicators or some other group of applicators?

A. Could be.

Q. But you don't recall substantial numbers of American applicators?

A. Not substantial numbers.

MR. HANLY: For the record, this document, which is numbered 0230200101, appears to be someone's draft responses to some sort of discovery requests. I don't recognize the handwriting but I would -- it certainly appears to be work product and on that basis, I would object to its inclusion in the exhibits to this deposition.

MR. ROGERS: Okay. That's fine. I'd also note that it's not sequentially numbered, that these were in a group of documents taken out of the second file in Drawer 23 and this was put together from pages that were dispersed within a group of other papers.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MR. HANLY: Okay. Could I just see it again?

MR. ROGERS: Sure.

BY MR. ROGERS:

Q. Between 1934 and --

MR. ROGERS: I take it you would just like me not to include it?

MR. HANLY: Yes, please.

MR. ROGERS: You want the same with this?

MR. HANLY: Yes, while we're at it, why don't we.

BY MR. ROGERS:

Q. Between 1934 and 1952 you don't know what the status of the license in the United States was, but you suspect that it was held by Keasbey-Mattison?

A. Yes.

Q. You don't know whether the sales were substantial or not?

A. No.

Q. Who was D.W. Wydmeier?

A. D.W. Wydmeier was Darr's predecessor as vice-president of sales at Keasbey & Mattison.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. You don't know anything about his trips to England to spray school or anything?

A. No.

Q. He was in charge of "limpet", though, prior to Barr being in charge of "limpet" as your supervisor?

A. Yes.

Q. Your immediate predecessor in the job that you actually performed was Mr. H. Lockwood?

A. Right.

Q. What was his first name?

A. Herbert.

Q. And as I understand it, his job was basically your job and Mr. Maco's combined?

A. No.

Q. Explain what his job was.

A. It was the same as mine. He had a helper like I had Maco.

Q. So he had a technical man also?

A. Yes.

Q. Do you know who his technical man was?

A. His picture is in one of these brochures you showed me. I don't remember his

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

name.

Q. Do you remember when Mr. Lockwood became spray manager?

A. No.

Q. And during the early and mid '50s, you don't know what the tons were year of "limpet" that were sold in the United States or anything like that?

A. No.

Q. Was there a change in leadership at Keasbey & Mattison involving the departing of Mr. Wydmeier and Mr. Muehleck?

A. Yes.

Q. When was that?

A. Mr. Muehleck's successor hired me.

Q. So that would have been Mr. Porter?

A. Yes, before I went to "limpet" school.

Q. Muehleck would have been president of Keasbey-Mattison?

A. Yes.

Q. And he was succeeded by Mr. Porter as president?

A. That's right.

Q. And Mr. Wydmeier as vice-president

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

in charge of sales was succeeded by Mr. Barr?

A. Right.

Q. And, again, that time was?

A. Before '59.

Q. Just before '59?

A. Yes.

Q. You have no knowledge of Keasbey & Mattison and J.W.R. being involved in a joint venture arrangement in the mid '50s involving "limpet"?

A. No.

Q. In the late '50s and early '60s, were there considerable tonnages of fiber going into the U.S. market, "limpet" fiber?

A. There was more.

Q. Would you agree with the estimate of fifteen hundred tons per year?

MS. MELTZER: Objection to the form of the question.

A. During my period was there fifteen hundred tons?

Q. Per year, is that a good estimate or would you estimate it --

A. I can't think in tons. I have to think in dollars.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. We can tell you're in sales.

A. Yes.

Q. And how much would that have been in dollars?

A. Ten cents a pound would make it thirty thousand dollars. Did you say fifteen hundred tons?

Q. Fifteen hundred tons.

A. Missed a zero. It's eight hundred thousand dollars. That's way too high.

Q. You think that's too high?

A. Oh, yes, three hundred thousand dollars, yes.

Q. Between 1959 and the early '60s what was the annual --

A. I would say at least that figure, but not in the first year. You asked me 1959? No.

Q. They may have reached that in the early '60s?

A. Yes. Let me back off on this, Tom. The volume of "limpet" was never comprised of a whole bunch of little jobs. When something like the Chase Manhattan and came along, that was a huge tonnage compared to what had happened

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

heretofore. So when you got one of them a year, it really upped it and if you didn't get one, you looked pretty sad.

Q. So big jobs would have been like Chase Manhattan or Prudential?

A. Yes, yes. They were rare.

Q. What other big jobs do you recall?

A. The size of them, multi-story building?

Q. Yes.

A. Oh, the Chase was forty stories, the Prudential was sixty stories.

Q. Other than Chase and Prudential, what other jobs of that scope do you recall?

A. That's the only two big ones that I was affiliated with.

Q. Were the airport jobs pretty big?

A. Airport is not a big job because usually it's a one-story building or two-story building.

Q. You previously stated that Mr. Wilson would probably come to the United States occasionally?

A. Um-hum.

Q. You recall was it an annual or

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

semi-annual thing?

A. It wasn't -- no, that wasn't -- he said he'd be here next February. He came sometimes in conjunction with something he had to do elsewhere, like go to Canada and come to see us on the way home.

Q. Do you recall a Mr. Dolby?

A. Yes.

Q. And who was he employed by?

A. J.W. Roberts.

Q. And his initials were what, N.L. --

A. N for Norman.

Q. What was his title?

A. May have been president at one time.

Q. Of J.W.R.?

A. Yes.

Q. Do you recall either he or Mr. Wilson making site inspections?

A. In the United States?

Q. Yes.

A. He never came to the United States when I was here.

Q. Mr. Dolby never came when you were

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

here?

A. Not when I was here. He did before that.

Q. Do you recall either of those gentlemen making site inspections?

A. Wilson did.

Q. Is it true that AC&S, during their tenure between '62 and '67 as head licensee, handled primarily plant and machinery contracts or application contracts and left other applications to the various sublicensees?

A. Yes. It goes back to union jurisdiction.

Q. Explain to me, once again, how that works.

A. Well, within the construction trade, certain crafts by history have jurisdiction. A plasterer plasters walls and ceilings. An asbestos worker does insulation work. When "limpet" was applied as an acoustical material inside a building, sometimes it was carpenters -- it varied at different parts in the country because they had originally put up acoustical tile. Sometimes it was plasterers because they had originally put up acoustical

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

plaster. Fireproofing was the same way, sometimes it was more -- more often it was plasterers because of the history of vermiculite fireproofing that preceded that. It could have been bricklayers because at one time they were masonry enclosed. The high temperature end of the business was always the asbestos work, abbreviated heat, frost and asbestos workers.

Q. So those four South Carolina jobs we looked at before which were the two West Bay Co. jobs in Charleston and the Greenwood Mill in Greenwood and the DuPont job in Camden, these were all within the plant and machinery where AC&S did the applications?

A. Yes.

Q. You don't have similar lists for applications in other areas that AC&S was not the actual applicator?

A. No.

Q. So, in other words, there's no way to put together a list of sublicensee applications?

A. That's correct.

Q. Were the sublicensee applications more numerous than the AC&S applications --

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Initially?

Q. Between 1962 and '67.

A. I'd say the AC&S was the predominant figure.

Q. Other than Mr. Wilson or Mr. Dolby, do you recall other J.W.R. personnel visiting specific job sites?

A. Spavold did, Roy Pernetta did.

Q. What was his job title?

A. He was part of the export department, as was Wilson and Spavold, and the fourth gentleman whose name I can't remember who was responsible for machine development at J.W. Roberts, he paid us a visit.

Q. Anybody else that you can think of?

A. No.

Q. Prior to your taking over as product manager in 1959 at Keasbey-Mattison, prior to '59, do you recall whether there was a spray school in Ambler?

A. Oh, yes, there was.

Q. Do you know when that spray school was first founded?

A. No.

Q. During the time that

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Keasbey-Mattison had the "limpet" licensee and you were responsible for the product between 1959 and '62, did you make site inspections or did someone else at Keasbey-Mattison make site inspections to check how the sublicensees were doing the job?

A. No, that was Maco's function.

Q. So you didn't do it but someone within K & M did?

A. Yes.

Q. And did Mr. Maco's job include incuring that the sublicensees complied with the safety and health recommendations made by J.W.R.?

A. That was part of his overall function, yes.

Q. Do you know where Mr. Maco is now?

A. Dead.

Q. Do you know approximately how many site inspections were conducted per year?

A. No.

Q. Every site was not inspected?

A. That's correct, every site was not inspected.

Q. After Atlas became the head licensee in 1967, was all the fiber still shipped

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

from England?

A. No, Atlas started to make "limpet" under a licensing arrangement.

Q. Where did they get the fiber from?

A. Same place as Roberts did, Africa.

Q. So they still got the amosite and the crocidolite fiber from Africa?

A. Yes.

Q. Who was responsible for getting the fiber?

A. Ordering it? Purchasing department of Atlas.

Q. The Unilateral Declaration of Independence by Rhodesia in 1965 didn't affect Atlas' ability to get fiber, did it?

A. Yes, the blue fiber became scarce.

Q. How did you obtain blue fiber after that period?

A. We got it normally from J.W. Roberts. Scarce didn't mean nonexistent. A word of explanation. The difference between the two fibers theoretically was the temperature limit and the only place that we used blue fiber was in steam turbines. Steam turbines is a small application. Couple thousand pounds go a long way

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

in a turbine.

Q. So the crocidolite "limpet" was not used as frequently as the amosite "limpet"?

A. That's correct.

Q. And you don't know whether that blue fiber came from Rhodesia or South Africa?

A. Rhodesia.

Q. It came from Rhodesia?

A. So I was told.

Q. Do you know which mine that came from?

A. No.

Q. Do you recall when "limpet" was withdrawn from the North American market?

A. No.

Q. In this document that we've now withdrawn but noted the Bates number on, whoever drafted those stated that A.C. Richardson acted as the supervisor and should have best knowledge of how good or bad average site work was from health point of view.

A. From which point of view?

Q. Health point of view. Is that true?

A. Not really.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Who would have had the best knowledge of site work from a health point of view?

A. Maco.

Q. It's my understanding that Mr. Maco was with AC&S for a while but then quit and went with a competitor?

A. That's right.

Q. Who did he go with?

A. Asbestos Spray Corporation.

Q. After he left, who would have filled his position?

A. He had trained a man at the Gloucester City warehouse to take his position.

Q. Do you know what his name was?

A. No.

Q. By the time the license went to Atlas in '67 --

A. Excuse me. I think a word of explanation. At Keasbey & Mattison, Maco reported to me. At AC&S he didn't. He had a different boss.

Q. Do you know who his boss was?

A. Yes. It was a man by the name of Zeller, Z-e-l-l-e-r, John Zeller.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Is Mr. Zeller still alive?

A. Yes.

Q. Do you know where he is now?

A. Yes, he's in this vicinity.

Q. He's in the Lancaster area?

A. Yes.

Q. Once the license went to Atlas in 1967, who took over the position, the technical position with respect to "limpet"?

A. Gerge Dreimanis.

Q. Was there ever any addition to the "limpet" spray machinery that involved a vacuum system to cut down on the fiber that may have been released into the general vicinity?

A. Not that I'm aware of.

Q. Were there any safety provisions recommended by T & N or J.W.R. or any of the head licensees with respect to non-operators? Were there any recommendations made for masks or other kind of safety devices by other than the people who were actually operating the machinery?

MR. HANLY: I'm sorry. For what was the word you used?

MR. ROGERS: Masks.

A. No. I think the criteria was if

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4008834

dust was a problem, then you pre-dampened the fiber.

Q. Was there ever a time when masks were recommended by the applicator who held the gun but were not recommended by the people at the hopper?

A. We recommended the type of respirator.

Q. You recommended a respirator for both?

A. We recommended a type of respirator that should be used when the respirator was required.

Q. And my question specifically is was there ever a time where a respirator was recommended for the applicator, the person holding the gun, but not recommended for the person feeding the hopper?

A. Oh, no, no. Their instructions were that the whole crew wore respirators.

MS. MELTZER: Just by way of clarification, Mr. Richardson, you used the term we in response to a question just before.

THE WITNESS: We were speaking about Keasbey-Mattison at the time, weren't we?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

MR. ROGERS: We would mean whoever you were working for at the time.

BY MR. ROGERS:

Q. Between 1959 and '62 when you were with K & M, K & M had district offices in Atlanta?

A. I'm not sure about Atlanta.

Q. Charlotte?

A. No district office in Charlotte.

Q. Savannah?

A. No district office in Savannah.

Q. The only possible K & M district office between 1959 and 1963 in the geographic area of South Carolina would have been Atlanta?

A. And I'm not sure about Atlanta.

Q. Between '62 and '67 when you were with AC&S, AC&S had district offices in Atlanta?

A. Yes.

Q. Charlotte?

A. Yes.

Q. And Savannah?

A. At the time, direct offices that were reporting to the district offices were branch offices.

Q. So they had a district office in Atlanta and Savannah?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. No. The only district office was Atlanta in the area that you're speaking of.

Q. And the branch offices would have been Charlotte and Savannah?

A. Right.

Q. Between '67 and '70 when you were with Atlas, did Atlas have branch offices or district offices in Atlanta?

A. Atlas never had an office in the United States.

Q. Did they have independent agents in various geographic areas?

A. Yes.

Q. Did they have an independent agent in Atlanta?

A. Yes.

Q. And his name was?

A. I don't know. That was Bob Enslin's function.

Q. Did they have an independent agent in Charlotte?

A. Yes.

Q. Do you know what his name was?

A. No, can't remember.

Q. How about an independent agent in

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Savannah?

A. Never that I'm aware of.

Q. And when we were speaking earlier of the purposes that "limpet" was put forth, there were four purposes and they were fire protection, thermal insulation, noise reduction and condensation control?

A. Yes.

Q. And you indicated that when your period of familiarity with "limpet" started in 1959, the most important area became thermal insulation?

A. For volume, yes.

Q. Do you know who Ed Shultz is?

A. I know the name but I can't place it.

Q. The next group of documents I'd like you to look at just real quickly will be Plaintiff's Exhibit 4. These are documents concerning the formation of a sprayed fiber manufacturing association.

(Exhibit Plaintiff's-4 marked for identification.)

BY MR. ROGERS:

Q. You had a chance to look at those

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

before, didn't you?

A. Briefly, yes.

Q. Can you just give me some background on the circumstances surrounding that manufacturing group?

MS. MELTZER: If you know.

MR. ROGERS: He wrote some of the letters, so I assume he knows.

A. My recollection was that Barr came to me and said that he had been approached relative to the formation of an industry group.

Q. So this would have been when you were with K & M?

A. Yes, and did I have any thoughts on it, and I was anti.

Q. And what was the basis for your reluctance?

A. The original spray product in North America was "limpet". It had a good name, good reputation. It was a material that performed well. All of the time and effort had been spent by various people promoting it. It was the accepted name in some phases of the construction industry, architects that you spoke of, the kind of ceiling that required acoustics, that was

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

sprayed "limpet". At the time the large volume fireproofing jobs came along, then other people entered the spray field and their approach to it was this is "limpet", so it's the same thing, so I didn't want these people to get a free ride so I didn't want any part of.

Q. So you never became actively involved in the formation of the trade association?

A. I went to one meeting and it fell through.

Q. And when the trade association was subsequently reformed a couple years later, you had no connection with it?

A. Didn't want nothing to do with it.

Q. Who were the members of the original group when you met and it fell through? What other manufacturers were involved?

A. Asbestos Spray was one. Smith and Canzeler was the second one. CAFCO, Columbia Acoustic and Fireproofing Company was -- that's all that I think.

Q. There are some more job sites and it's on the paper with the Keasbey & Mattison caption. Do you recognize those? Would this have

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

been a list that you were responsible for making?

A. No, I never saw that before. No. This is Herb Lockwood's work, I think.

Q. So this is a list during a time period that you were not directly responsible for. Do you recall during your tenure at Keasbey & Mattison being aware of the existence of these documents?

A. No, I never saw that before.

Q. Do you think that these are, in fact, Keasbey-Mattison documents and these jobs are, in fact, Keasbey-Mattison jobs?

A. It would have to be. It's Keasbey & Mattison letterhead and it's sprayed "limpet" asbestos, yes.

MS. MELTZER: Can I suggest maybe we take a three minute break at this point to get some coffee

MR. ROGERS: Sure.

(Short recess taken.)

(Exhibit Plaintiff's-5 marked for identification.)

BY MR. ROGERS

Q. Mr. Richardson, this is an Armstrong Contracting and Supply Corporation

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

document that says Machine Operating Instructions for sprayed "limpet" asbestos. That would have been a document that was generated sometime between 1962 and '67?

A. Yes. It says here on the first page that it is strongly recommended that each member of the spray crew wear a dust respirator during all times of the spray process.

Q. That was the recommendation that was always in effect during your employment both by Keasbey-Mattison, AC&S and Atlas?

A. I would say yes. That was prepared by -- may I see that?

Q. Sure.

MS. MELTZER: Off the record a second.

(Discussion is held off the record.)

A. I think it's some of Maco's work. It might have been part of an overall manual of operating instructions that were given to the people that were trained.

Q. Do you recall Peterson and Need --

A. Applicator.

Q. And where were they located?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003334

A. Minneapolis.

Q. Were they a big applicator or small applicator, medium sized applicator?

A. Small to medium.

Q. Do you know how many jobs they did?

A. No.

Q. Do you recall the Degria Honor Protective Building Association in Saint Paul, Minnesota?

A. No.

Q. I just want to ask you just about a few more jobs. I think I asked you earlier about the Portland Memorial Coliseum in Portland, Oregon. Do you remember that job?

A. Yes, I saw that job.

Q. Do you remember who the applicator was?

A. Yes. That was a branch of AAFCO in Seattle. That was also called AAFCO but had a separate owner. Name was Thompson.

Q. Do you recall the Morgan Guaranty Trust Company in New York?

A. No.

Q. Do you recall the Cargo Gymnasium of Western Washington State College in Birmingham,

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Washington?

A. No.

Q. Do you recall the job at the Undergraduate Library at University of Pennsylvania, Philadelphia?

A. No.

Q. Do you recall the applicator in Pennsylvania, William Armstrong and Sons?

A. Yes.

Q. They were another Pennsylvania applicator?

A. Yes.

Q. Was there more than one Pennsylvania applicator?

A. Yes. There was -- he was in Philadelphia vicinity and there was one in Allentown vicinity and there was one in Pittsburgh.

Q. And you've indicated that during the entire period from 1959 to 1970, the general procedure was to ship the fiber from England to the offices of the head licensee and then the head licensee would, in turn, ship it from their offices to the applicator, generally?

A. Generally is correct.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. And there was an instance of it being shipped directly to the shop?

A. To a port, yes.

Q. This is a brochure from Keasbey & Mattison which, I believe, is where the previous list was taken from that we looked at. I'll just doublecheck and make sure that's true. So that would solve the mystery of where this list came from?

A. Yes.

Q. And, again, that list would have involved jobs before your responsibilities began?

A. Yes.

MR. ROGERS: For the sake of completeness, I'll include the entire brochure.

BY MR. ROGERS:

Q. These are some additional documents concerning sprayed "limpet" asbestos from Keasbey & Mattison. This document indicates district offices down at the bottom and shows district office in Atlanta, Georgia.

Would those have been the same district offices in effect during your tenure between '59 and '62?

A. Yes, but I'm really vague about

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

that Atlanta deal. I would swear that they did not have an Atlanta district office because I had occasion to go to Atlanta. Normally, I would go to one of these offices and I would have a salesman at least provide wheels.

Q. Is it possible that they might have had a district office in Atlanta prior to 1959 and it was, at some point, discontinued?

A. Oh, yes, probably.

Q. But even looking at this, this does not refresh your recollection as to the existence of a district office between '59 and '62?

A. This does not. I don't think there was one.

Q. This is another page from the Keasbey-Mattison brochure.

A. That is the man I was speaking of that was Lockwood's helper, Maco's predecessor.

Q. That is not the right way to do it?

A. Right way to do what?

Q. Apply "limpet"?

A. No. He should be wearing a respirator.

Q. Any idea why he's not wearing a respirator?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. No, no, I don't. He should be. Maybe he's trying to show how clean he could spray it.

Q. But this was the fellow that was in charge of the technical aspects after Maco left?

A. No, that was Maco's predecessor. That's why we had Maco. He didn't last long.

Q. And I think I asked you earlier about the Penn Fruit Company, Philadelphia warehouse?

A. Yes.

Q. And you indicated you didn't recall that?

A. No.

Q. Do you recall this brochure here?

A. Yes, I have seen that.

Q. Was that a Keasbey-Mattison brochure?

A. Yes, definitely.

Q. They're not spraying it right there, are they?

A. That's the same way taken off the same picture.

Q. This is another Keasbey-Mattison document that lists the address of the Atlanta,

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Georgia office as 134 Peach Street, Northwest.

A. No date on this?

Q. No.

A. But does that --

A. It was way back, I'm pretty sure, Tom.

Q. That's fine.

Q. How much was the machine rental?

A. I don't remember.

Q. There are some documents that I don't really want to append but they suggest that it was a thirty-five dollar payment per quarter?

A. Yes, seems about right.

Q. Would that have been per machine?

A. Yes.

Q. Did most of the applicators have one machine or did most of them have more than one machine?

A. It varied. They're all required to have one. No use having an applicator if they couldn't put the product on. But take the case of Carley, when he was doing the Chase Manhattan. He went from one and he needed fourteen. There was no use him getting stuck with them, so they would be sent to him and he was paying the rent

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

while he was using them and then return them.

Q. The next two documents are captioned Atlas U.S.A. Price Lists. Do you recognize those?

A. Yes.

Q. Were those documents that you produced?

A. No.

Q. Were those documents showing prices for various products during your tenure at Atlas between '67 and '70?

A. These are not the prices of "limpet". These are trucking costs.

Q. Trucking costs for "limpet" or for any other products or both?

A. Asbestos truck transportation rates per hundred pounds. That was to give applicators guidance on how much freight to include in the price of the "limpet" when they were bidding jobs.

Q. Were those all based on figures obtained from actual transport of products?

A. They were supplied by the traffic department of Atlas.

Q. So you don't know whether "limpet" was, in fact, ever trucked to these destinations?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Oh, they weren't.

Q. So when it lists Charlotte, North Carolina as a destination for "limpet", you don't know that "limpet" was ever shipped to Charlotte?

A. That's correct.

Q. Based solely on this document?

A. That's right.

Q. Did you ever accompany employees of J.W. Roberts or Turner & Newall in the course of their trips to the United States?

A. Yes.

Q. Would these have been the same personnel we've already discussed?

A. Yes.

Q. Mr. Wilson, Mr. Spavold and people like that?

A. Right.

Q. Where would you go with them?

A. With Wilson, at various times I was with him in Los Angeles, San Francisco, Chicago, Houston, New York, Saint Louis, New Orleans. That's all I can think of offhand.

Q. Would these have been visits to job sites?

A. No. In many cases it was putting

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

on spray demonstrations and spray training courses.

Q. Would these have been largely promotionally in nature or largely instructional in nature?

A. Both.

Q. This training you put on would not have been a substitute for spray school for licensed applicators, would it?

A. No, it was for AC&S personnel.

Q. So it was basically training by --

A. Excuse me. Mostly it was for AC&S personnel.

Q. So essentially the trained people within AC&S or the people responsible for training within J.W.R. would have been giving training sessions to the actual crew members on jobs, is that correct?

A. These weren't, I'm speaking of. Many of these cities that we went to were promotional to the extent that the local people invited possible suppliers and users in to see the product being sprayed. Most often it was a parking lot or maybe even a warehouse of the AC&S office. We took the opportunity while doing that

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

also to bring in key personnel of that branch to be reviewed, brought up to date, so on.

Q. Do you recall what you all did when you were with him in Chicago?

A. Yes. We had quite a session with the applicator there.

Q. Who was the applicator?

A. Shelberg.

Q. Shelberg?

A. Yes.

Q. Was that an active "limpet" area?

A. No. He had potential. That was -- you could always use "limpet" where there was highrise buildings going up, like New York, Philadelphia, Chicago were potentials.

Q. Do you recall "limpet" being used in highrise buildings in Chicago?

A. Never.

Q. Out in Seattle, other than CAFCO and AAFCO that you've mentioned, were there any other licensed applicators?

A. In Seattle? No.

Q. How about in the Washington area?

A. No, just one. He was the only one.

Q. How about Oregon?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Oregon was the branch of AAFCO, Portland.

Q. And you previously indicated that there were either district offices or branch offices of AC&S located in Savannah, Atlanta and Charlotte?

A. Right.

Q. Do you recall a "limpet" job in the Chicago area at the State Line Powerhouse?

A. No.

Q. Do you recall a "limpet" job in the Chicago area involving the Standard Oil Building?

A. No.

Q. Do you recall a "limpet" job in the Chicago area involving the John Hancock Building?

A. I think we bid that but were unsuccessful. At least our applicator who bid it was not successful.

Q. Do you recall right now the names of any large jobs or any jobs at a - involving "limpet" applications in the Chicago area?

A. No.

Q. Do you know that there weren't any or you just can't recall them at this time?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. There was nothing major in Chicago.

Q. But there were some minor jobs in Chicago?

A. Yes.

Q. And you don't recall their names right now?

A. No.

Q. Mr. Richardson, other than contacting particular sublicensees or applicators to determine the extent of their records or knowledge concerning particular jobs, is there any way, based on the documents you're familiar with from Keasbey & Mattison, AC&S or Atlas that we can determine specific jobs where "limpet" was used?

A. You have an excellent running list of AC&S. There is nothing comparable in the building materials field.

Q. So --

A. The best that you have is Lockwood's list before my time. I never compiled any of that work afterwards.

Q. The AC&S list only lists the industrial applications?

A. That's right.

Q. And for building and construction

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

applications there is no comparable list?

A. That's right.

Q. So the only way that could be determined would be to go to the individual licensed applicators and determine what they knew or what records they had?

A. Right.

Q. You indicated that there were about thirty in the country. Is there any way you could produce a list of those applicators?

A. No.

Q. Other than the ones we've gone over today and the ones that we've been able to refresh your recollection through various promotional pictures and things, there is no other way we could determine the identity of particular applicators?

A. No.

Q. Is there anybody else who was employed either by Keasbey & Mattison, AC&S and/or Atlas who is still alive who may have such knowledge?

A. I don't think anybody would be any better than me.

Q. You said Mr. Maco was dead?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Yes.

Q. How about Mr. Serge -- and I can't pronounce --

A. Serge Dreimanis?

Q. Yes.

A. His activity ninety-nine percent of the time was confined north of the border.

Q. How about Mr. Lockwood? Is he still alive?

A. No, Lockwood is dead, too.

Q. How about Mr. Barr?

A. Barr wouldn't know. He's still alive.

Q. Do you know where he is?

A. Yes, he's in the Wilmington area.

Q. Wilmington, Delaware?

A. Yes.

Q. Anybody else that you can think of that might have knowledge of the applicators? Who was Mr. Maco's successor again after he left to go with Asbestos Spray?

A. Oh, that was a -- I don't even remember his name. He started off -- he was an automobile mechanic and he started out to help Maco out and he came in and worked out pretty good

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

and we encouraged him to stay in it and become a machine specialist. He was good at running the spray school but he never traveled. He didn't know the applicators.

Q. Anybody else that you can think of that might know applicators?

A. No, I think you're stuck with me. Have you been to J.W. Roberts and asked them?

Q. They're all dead, too.

A. That's halfway facetious because they never were as intimately involved as we were. It was bread and butter stuff. Day in and day out we were doing it.

Q. But you did provide the names of applicators to J.W. Roberts?

A. Oh, yes. There was a licensing arrangement between us and the applicator and they got a copy of it.

Q. But the sublicensing agreement, the agreement that was entered into with the applicator was between the applicator and the head licensee, either Keasbey and Mattison or AC&S or Atlas?

A. That's right.

Q. And then a copy of that document

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

would then be forwarded back?

A. That's right.

Q. Of course, Keasbey-Mattison's records are no longer in existence?

A. Right.

Q. AC&S would presumably still have the licensee-sublicensee agreements?

A. Theoretically they could.

Q. And Atlas could also theoretically have the licensee-sublicensee agreement for the '67 to '70 range?

A. That's true.

Q. They probably keep them in Quebec?

MS. MELTZER: Objection and move to strike.

BY MR. ROGERS:

Q. Do you recall a job in Washington State for the Highline School District?

A. No.

MR. ROGERS: I think that's it.

MR. HANLY: I just have a couple of questions.

EXAMINATION

BY MR. HANLY:

Q. Mr. Richardson, as you know, my

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

name is Paul Manly and I represent Turner & Newall. Do you know, Mr. Richardson, whether the spray machine including the gun could be operated in such a way that one would only turn the water jet on without turning on the fiber jet?

A. Yes.

Q. You could?

A. Yes.

Q. So would it be possible to spray out of the spray gun only water?

A. Yes.

Q. And with respect to those photographs that Mr. Rogers showed you, can you necessarily tell that the man in those photographs is spraying fiber?

A. No, it looks like he's spraying water.

MR. MANLY: Thank you very much, sir. I don't have anything further.

EXAMINATION

BY MR. GRIFFIN:

Q. Mr. Richardson, my name is Terry Griffin and I represent AC&S. Mr. Rogers asked you a couple questions about AC&S, when you went to work for them and you responded that you

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

thought AC&S was a division of Armstrong Cork. Was AC&S, to your knowledge, a division or subsidiary corporation?

A. I don't think they were a corporation.

Q. Now, if the name was Armstrong Contracting and Supply Corporation, does that suggest something different to you?

A. Yes, it would.

Q. And that was the name at the time, was it not?

A. Always? I don't know.

Q. But at the time you were there, it was Armstrong Contracting and Supply Corporation?

A. Probably you're right.

Q. Now, when you recall it becoming a separate corporation sometime after you left in 1967, you mean separate owner, separate from Armstrong Cork?

A. Right. That's when the employees purchased the company.

Q. Was sprayed "limpet" asbestos the economic success that people thought it ought to be in the United States?

A. From whose point of view?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. Let's say from your point of view when you were at Keasbey & Mattison and then Armstrong Contracting and Supply.

A. I saw it create a whole new use in the United States for high-temperature insulation.

Q. That was when you were at Armstrong Contracting and Supply?

A. That's right.

Q. And those are the jobs that are reflected on your running list?

A. Yes.

Q. During the time you were with Armstrong Contracting and Supply, did you see an increase or a decrease in the amount of "limpet" used?

A. Increase.

Q. Throughout the entire time or did it then start to decrease?

A. I don't think it decreased. I think it was increasing.

Q. You responded that Armaspray had been developed?

A. Yes.

Q. That was manufactured by Armstrong Cork, was it not?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. That's correct.

Q. And it was not manufactured by Armstrong Contracting and Supply?

A. That is correct.

Q. At the time that Armaspray was developed, how many competitive products for "limpet" were there on the market?

A. At least three that I can think of.

Q. And what were they, sir?

A. One was CAFCO that we mentioned earlier from Stanhope, New Jersey and the other one was Asbestos Spray Corporation. The third one was a spray material by Baldwin-Ehret Hill there whose trade name I don't remember offhand.

Q. Monospray?

A. Monospray, right. That's all that I can think of in the high temperature field.

Q. Bear with me for one second. I'll review my notes quickly.

A. Okay.

Q. In response to some of Mr. Rogers' questions you talked about occasional situations when "limpet" was shipped directly to ports?

A. Right.

Q. Is that something that happened

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

when there were major jobs?

A. Not always. We were forced to do this for the West Coast applicators. The freight from Gloucester City to Los Angeles was just horrible.

Q. So then to the West Coast applicators "limpet" was shipped directly from England?

A. Yes.

Q. Sometimes on the East Coast it was shipped directly from England to the applicator when the applicator was involved in a major job?

A. Yes.

Q. The sale of "limpet" was limited to a contract-installed basis, was it not?

A. By the applicators, yes.

Q. And that's what made it a difficult product, I think you told us earlier, to get on the market?

A. It was only as good as the people that were applying it.

Q. So it wasn't possible for someone to walk in off the street and buy a bag from Keasbey or from Atlas or from Armstrong Contracting and Supply?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Not unless they had the machine, no.

Q. You had to be an applicator to obtain the product?

A. That's correct.

Q. And then the product was only available to customers on an installed basis?

A. That's correct.

MR. GRIFFIN: Thank you very much, sir.

MR. ROGERS: Just a couple of real quick things.

BY MR. ROGERS:

Q. I just want to check a couple of sublicensee names with you real quick. To your knowledge, was U.S. Mineral ever a sublicensee?

A. Never.

Q. Of course, your knowledge only extends from '59 forward?

A. That's right.

Q. So you couldn't say for sure whether U.S. Mineral was a licensee in the '40s, let's say?

A. No, I couldn't say.

Q. How about National Gypsum?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. Yes, there was an arrangement prior to my time with National Gypsum.

Q. Do you recall when that time was?

A. Prior to my time is all that I know.

Q. Do you know whether it was in the '40s?

A. I really don't know, Tom.

Q. Do you know exactly what the relationship was?

A. Yes. I was told secondhand that National Gypsum had some strengths in the acoustical field and since "limpet" had some good applications in the acoustical field, it seemed a good marriage to sell it to them in some cases.

Q. And were they licensed applicators and they applied it?

A. That I do not know.

Q. But "limpet" was sold to them?

A. It was discussed with them.

Q. And you don't know of your own personal knowledge what exactly came of that?

A. Of what transpired or anything, no.

Q. How about Eagle Asbestos and Packing Company of New Orleans?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

A. I called on them one time on behalf of Nutherm was their agent for the area, but they were never involved in spray that I'm aware of.

Q. How about Vincent F. Boland of Buffalo?

A. What was his last name?

Q. Vincent F. Boland, B-o-l-a-n-d?

A. We had an applicator who was a plastering contractor but it wasn't Boland.

Q. Do you recall the name of the contractor you had there in Buffalo?

A. No.

Q. J.F. Haldemann in Pittsburgh?

A. That name is familiar.

Q. You think they may have been an applicator?

A. The applicator that we had when I was there had a double name. It was something and something. It wasn't Haldemann.

Q. But you recall that name from somewhere?

A. Haldemann, yes.

Q. How about Acoustics, Inc. in Washington, D.C.?

A. No, that was covered by

ELECTRONICALLY FILED 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Crafft-Murray from day one.

Q. How about Asbestos Supply Company in Seattle?

A. No, we had AAFCO there.

Q. And AAFCO, again, stood for?

A. Acoustical and Fireproofing Company.

Q. And that was Andy Pashkowski?

A. Yes.

Q. How about the Hamilton Company in Saint Louis?

A. Yes, they were an applicator.

Q. That would have been during your tenure with Keasbey and Mattison?

A. Yes.

Q. And did they continue to be an applicator during the period when you were with AC&S?

A. Yes.

Q. How about with Atlas, too?

A. I think so.

Q. How about S.G. Hogkins and Company in Mentor, Ohio?

A. Never heard of them.

Q. Do you know anything about spray

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rates, how much "limpet" it would take to cover a particular area to a particular coverage?

A. Roughly, it was a pound to a square foot one-inch thick.

Q. So one pound of "limpet" would cover one square foot to a thickness of one inch?

A. That is very rough. If it went to four inches, it didn't take four pounds.

Q. Do you recall a gentleman named Emmett Heinz?

A. Oh, yes.

Q. Who is Emmett Heinz?

A. Emmett Heinz was an employee of AC&S when I was there.

Q. And what was his job?

A. I think he was -- he may have been the comptroller.

Q. Of AC&S?

A. Yes.

Q. He had no direct responsibility for "limpet"?

A. Oh, no, no.

Q. You mentioned before that AC&S was involved with the Prudential job in Boston?

A. Yes.

ELECTRONICALLY FILED: 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Q. And if you could list for me one more time who the applicators were on this job?

A. They started off as a joint venture of E.B. Carley, Frederick A. Connor and Venzie. I don't know the initials.

Q. That was a fairly long-term job?

A. Yes, spread out. I mean they didn't do it in weeks. You did it in years, maybe, year and a half.

Q. Do you know of a company named Pilkington's?

A. Brothers?

Q. That will do.

A. I worked for them once.

Q. What did they do?

A. They were glass manufacturers in Saint Helens, England. They were the developers of the foot metal system of non-polished plate glass. That was a tremendous development, believe me, yes.

Q. Do you know anything about the relationship of Pilkington's?

A. They may have been a supplier. They were also a developer of the fibrous glass process. They might have been a supplier of

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

technique or process to them.

MR. ROGERS: That's it. Do you have anything?

MS. MELTZER: No.

MR. GRIFFIN: I think I do have to follow up on one or two of the questions you asked because you brought up the question of Prudential application.

BY MR. GRIFFIN:

Q. Mr. Richardson, do you recall at all the time when sprayed "limpet" asbestos was proposed for the Prudential Building, the rough year?

A. What year?

Q. Is that while you were still at Keasbey & Mattison?

A. I'm reasonably sure -- it may have started there, but I'm reasonably sure -- in fact, I know that when I went from here to AC&S to meet Carley in Boston --

Q. When the job was being done?

A. No, before the job even started.

Q. Do you know when it started?

A. No.

MR. GRIFFIN: That's all I've got.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

(Deposition concluded 2:10 p.m.)

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

C E R T I F I C A T E

I, Denise Cornelius, a Certified Shorthand Reporter and Notary Public of the State of New Jersey, do hereby certify that prior to the commencement of the examination, the witness and/or witnesses were sworn by me to testify to the truth and nothing but the truth.

I do further certify that the foregoing is a true and accurate computer-aided transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth.

I do further certify that I am neither of counsel nor attorney for any party in this action that I am not interested in the event nor outcome of this litigation.

Denise Cornelius

Certified Shorthand Reporter

License No. XI01279

Notary Public of New Jersey

Dated: May 20, 1987

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

JURAT

I, ANDREW C. RICHARDSON, do hereby certify that I have read the foregoing transcript of my testimony taken on May 11, 1987, and have signed it subject to the following changes:

PAGE	LINE	CORRECTION

_____

ANDREW C. RICHARDSON

DATE _____

Sworn and subscribed to before me this _____ day of _____, 19 .

_____

NOTARY PUBLIC

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EXHIBIT 19

NEWTHERM

■ Strong, Tough: will withstand considerable impact.
■ Workable: Protrusions (straps and bolt heads) can be easily worked into material without adverse effect.
■ Light In Weight. ■ Easily Applied.
■ Will Not Disintegrate In Water.
■ Can Be Cut With Saw.

NEWTHERM Insulation is composed of hydrous calcium silicate and asbestos fibres. Calcium silicate insulation is now the universal standard throughout the industrial world for use in petro-chemical plants and thermal power stations. It is also extensively used in boiler rooms of commercial and institutional buildings. NEWTHERM resists compression loads and most chemicals and possesses a high wet strength.

PIPE COVERING SIZES

Length: 3'0"
Thicknesses: 'Standard' (1" approx.): 1½" to 4" wall in ½" increments: 'Double Standard' (2 layer)

STANDARD THICKNESSES:

Pipe Sizes	Actual Wall Thickness
¾", 1¼"	⅞"
2", 3½"	1 1/32"
4", 6"	1⅛"
7" and 8"	1¼"

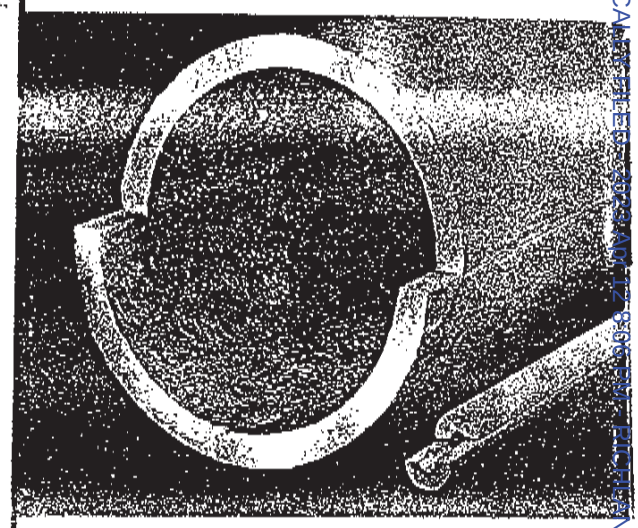
Other thicknesses are actual.
Max Size in half sections: 16" x 3½"
18", 20" and 24" supplied in "quads"

BLOCK SIZES

Length: 3'0"
Width: 3" and 6" Thicknesses: 1" to 4" in ½" increments.
Width: 12" Thicknesses: 1½" to 3½" in ½" increments.

THERMAL CONDUCTIVITY

Mean Temperature °F	Thermal Conductivity "k" Btu/hr/sq. ft./in/°F
100	.30
200	.35
300	.41
500	.52
700	.64







TECHNICAL DATA

Temperature Limit: 1700°F.
Density: 12½ lb. per cu. ft.
Modulus of Rupture: 70 psi
Heat Soak Test (1200°F. — 16 hrs.) — (ASTM C 356)
Loss in Weight, 9.7% Linear Shrinkage 0.75%
Heat Soak Test (1700°F. — 24 hrs.):
• Loss in weight: 9.75% Shrinkage: 1.4%
Water Immersion Test
(16 hrs.) (ASTM C 165):
Compression load 55 psi less than 10% deformation.
Weight Loss by tumbling (ASTM C 421):
After first 10 minutes 19 to 24%
After second 10 minutes 32%
Compressive Strength:
130 psi — 5% deformation
160 psi — 10% deformation
200 psi — 15% deformation
230 psi — 20% deformation

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ATLASITE

The chief component of ATLASITE is Amosite asbestos. ATLASITE is used in many of the same places as NEWTHERM and has become a standard throughout the petrochemical and pulp and paper industries of Canada. It resists most chemicals and possesses reasonable wet strength. It has the additional advantages of being efficient in the lower temperature ranges and withstanding severe vibration. ATLASITE can be custom manufactured to suit non-standard pipe or tubing diameters. It is recommended for insulating stainless steel.

PIPE COVERING SIZES

Length: 3'0" Thicknesses: 1", 1½", 2½". Other thicknesses to order.
ATLASITE Pipe Covering is available in half sections for all pipe sizes up to 30" in diameter. Wall thicknesses furnished in ½" increments subject to the following minimum thicknesses.
1" wall for ⅜" to 10" pipes
1½" wall for 11" to 20" pipes
2" wall for 22" to 30" pipes

BLOCK AND SHEET SIZES

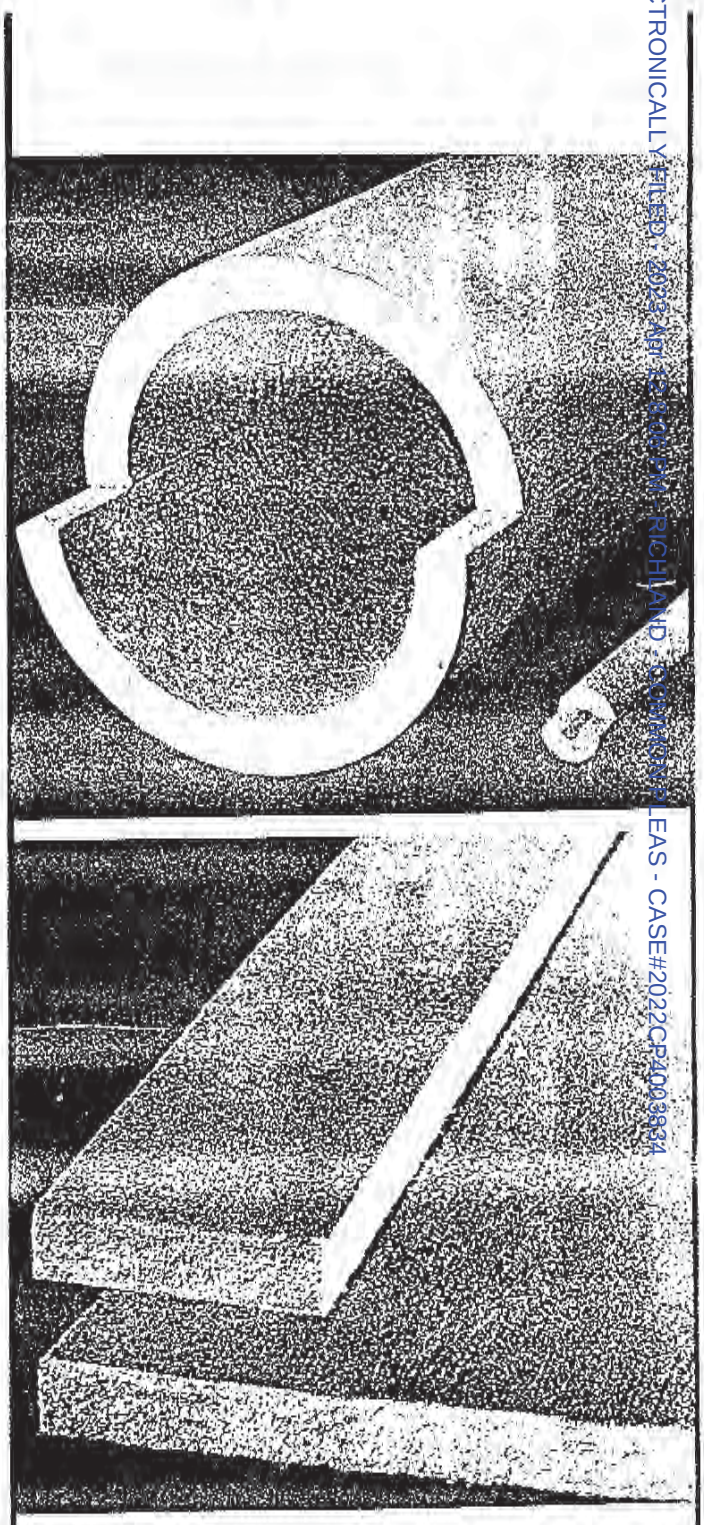
Length: 3'0"
Widths: 36", 24", 18", 12" and 6"
Thicknesses: 1", 1½" and 2"
Other thicknesses up to 4" to order.

THERMAL CONDUCTIVITY

Mean Temperature °F	Thermal Conductivity "k" Btu/hr/sq. ft./in/°F
100	.28
200	.32
300	.37
500	.50
600	.57

TECHNICAL DATA

Temperature Limit: 1000°F.
Density: Approx. 15 lb. per cu. ft.
Modulus of rupture: 150 psi
Heat Soak Test: 1000°F - 24 hrs.
Loss in Wt. 4.9%
Shrinkage 0.4%



For use on Stainless Steel:
Chlorides 75.0 ppm
Sodium Silicate 63,627 ppm
Compressive Strength:
12 psi — 5% deformation
22 psi — 10% deformation
Resistance to Vibration (1000°F — 96 hrs. on vibrating pipe):
Weight Loss: 0.11%

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the burden of leadership is responsibility . . .

. . . the keynote is confidence.

Within the Insulation Industry the ultimate Consumer must have confidence that the products applied to his equipment will fulfill their functions efficiently.

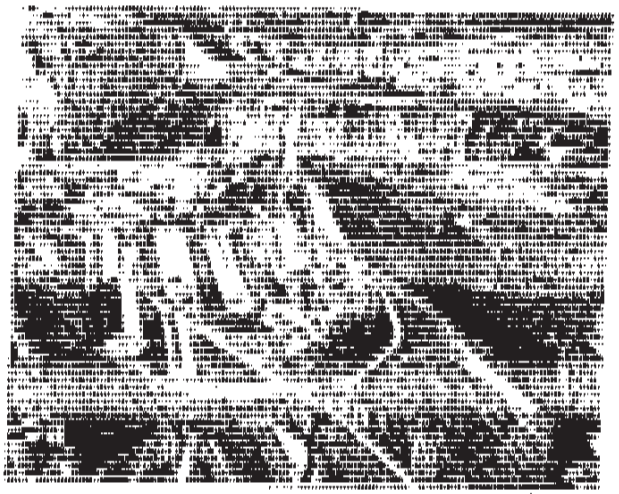
The Specifier must have confidence not only that the insulating materials he recommends are manufactured to the highest standards, but that the technical data on which he bases those recommendations are accurate in every detail.

The Applicator must have confidence in the consistency of manufacture of the insulations and in the ability of the manufacturer to supply his requirements accurately and with dispatch.

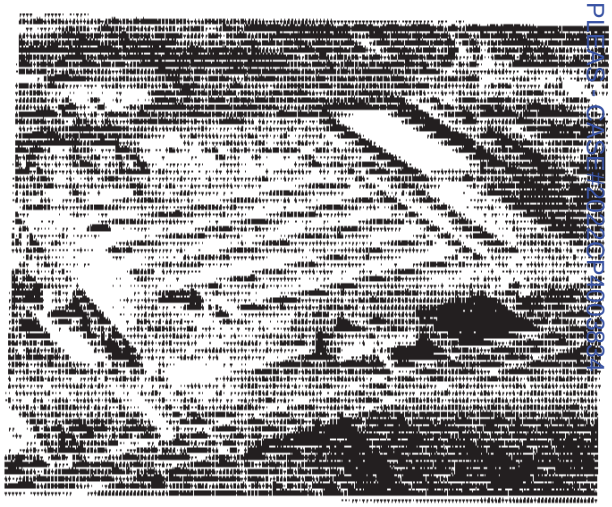
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His responsibilities go far beyond to the research and development of new and more efficient products; to the development of products to meet new uses and requirements; to new and more efficient methods of manufacture and materials handling.

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May 1, 1967.

Atlas Insulation will be shipped to the natural rail destination in the zones listed below, freight and duty paid at the discount shown on the pricing schedule. We reserve the right to select the carrier. Shipments under 450 cartons in most cases will be by truck.

ZONE A - 1

State of New York, Pennsylvania, Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont, Maine, New Jersey.

ZONE A - 2

State of Michigan, Ohio, West Virginia, Maryland, Delaware.

ZONE B

Wisconsin, Illinois, Indiana, Kentucky, Tennessee, Virginia, North Carolina, South Carolina, Minnesota, Iowa.

ZONE C

Texas, Oklahoma, Missouri, Kansas, Arkansas, Louisiana, Nebraska, North & South Dakota, Mississippi, Alabama, Georgia, Florida.

ZONE D

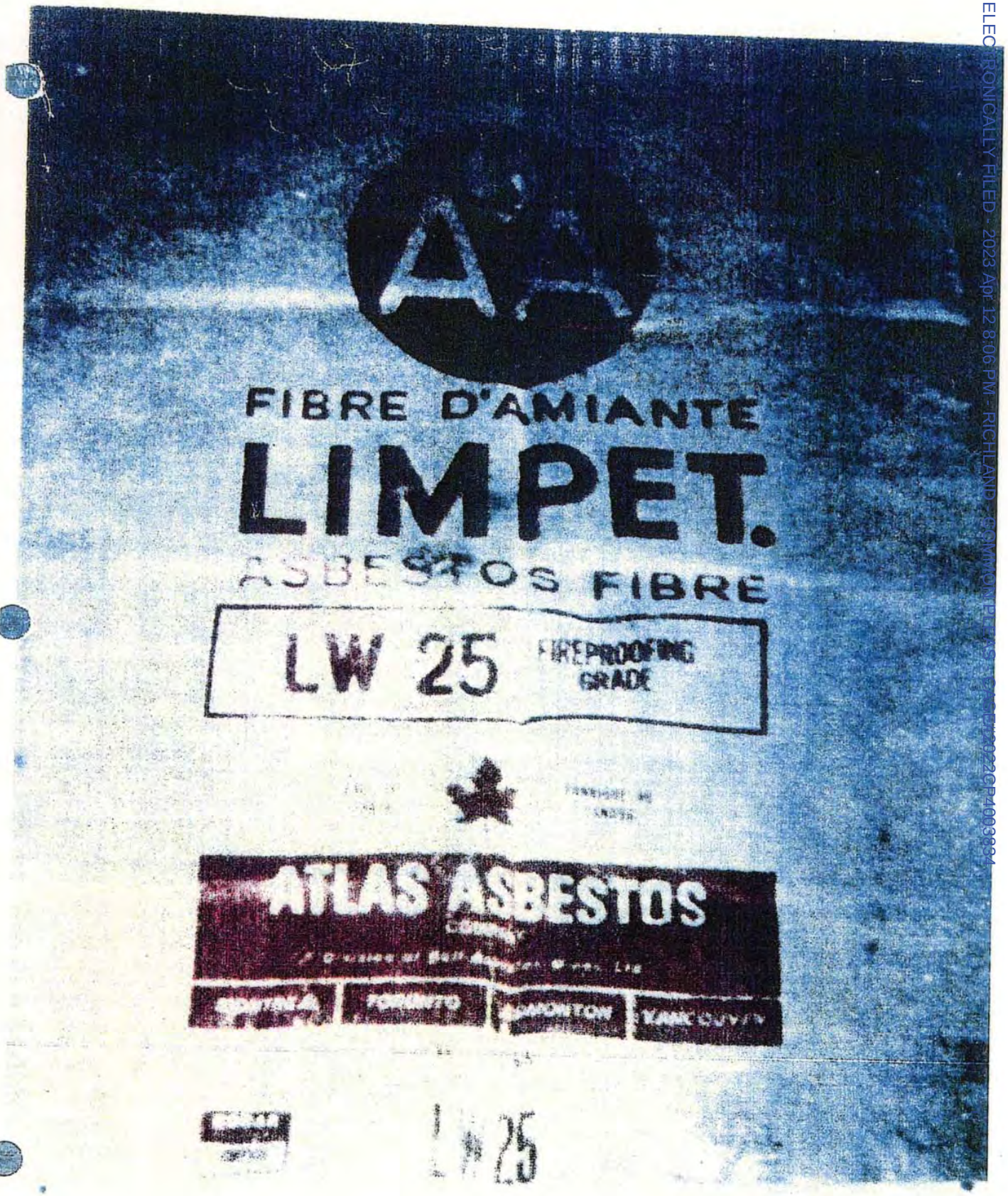
Areas beyond "C" (Not including Alaska)

Alternatively, any customer may purchase in Canadian Funds, f. o. b. plant, freight and duty his account.

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EXHIBIT 20



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EXHIBIT 21

THE BAHNSON COMPANY CUSTOM-PAK

NAME
ADDRESS
A/C DATE PREPARED BY
STATION FLOOR ROOM

		MFG. LIST	MFG. NET	ASSEM. M-H	ASSEM. MAT.
4 Galv. Stl. Collars for Fan, FA, ~~FW,~~ & ~~Sch.~~ Painted per PM 350-1	1	140.	—	—	—
1 Set Steel Sub-base Primed with Lifting Lugs	4	—	1120.	48.	50.
460 Sq. Ft. Blk. Stl. Flooring painted per PM 350-1 for Intake & Disch. Sections.	6	1587.	—	16.	—
1 Set Interior Supporting Galv. Angle for (Intake) ~~(Washer) (Discharge)~~ Section.	8	248.	—	24.	—
1 Set Interior Supporting St.Stl. Angle for ~~(Intake)~~ (Washer) (Discharge) Section.	10	760.	—	24.	—
575 Sprayed Insulation Underfloor & Tank, 1" Thick Intake; 2" Under Tank; 2" Under Discharge	13	576.	—	—	—
Set Bahnson Panels with Joining Strips, .032 Stucco Pattern Alum. Outside Surface 3 "Thick for Top; 2" Thick for Sides (Top Under 9'6" = 2") (Top over 9'6" = 3")	16	—	—	170.	—
580 Sq. Ft. 2" Thick, 22 Ga. Galv. Inside for (Sides) ~~(Top)~~ (Intake) ~~(Washer) (Discharge)~~ Sections.	21	2065.	—	—	—
265 Sq. Ft. 3" Thick, 22 Ga. Galv. Inside for Top (Intake) ~~(Washer) (Discharge)~~ Sections.	23	992.	—	—	—
650 Sq. Ft. 2" Thick, 22 Ga., Stl.Stl. Inside for (Side) ~~(Top)~~ ~~(Intake)~~ (Washer) (Discharge) Sections.	25	3307.	—	—	—
310 Sq. Ft. 3" Thick, 22 Ga., St.Stl. Inside for Top ~~(Intake)~~ (Washer) (Discharge) Sections.	28	1630.	—	—	—
~~Sq. Ft.~~ 2" Thick, 22 Ga. Galv. Both Sides for Top Washer Between Top By-Pass.	30	—	—	—	—
~~Sq. Ft.~~ 2" Thick, 22 Ga. Galv. Outside, 22 Ga. St.Stl. Inside for Top Washer Between Top By-Pass	32	—	—	—	—
Alum. Stucco Pattern Cap Strips.	36	65.	—	17.	—
36 Vee Screens (~~22 1/2"~~) (27 1/2") Deep x 56" High With Spectex Type B Media. (See PM 16-1)	38	953.	—	23.	15.

Sheet # 3 of # ____ (OF WORK SHEETS)

ELECTRONICALLY FILED - 2022 Jan 12 3:30 PM - RICHLAND - COMMON PLEAS - CASE#2022OP40038

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EXHIBIT 22

Monsanto Co. (Project 2630)
Greenwood, S. C. 29646
Attn: Project Receiving
P.O. #2630-9-0050

2-6-74

I-0622
F-0879

REV # 1 - Per DE *
REV #

REV #
REV #

F.O. NO.	QUAN	EQUIPMENT
		Sprayed insulation 2" floor (discharge) and tank and 1" floor (intake).
		Screen (Vee Type) 27½" using Spectex type B media (PN#20875) and 1" mesh galv. screen (PN#8086). 22 ga. galv. steel and 2x2x1/8 galv. angle frames. Include zipper strip (std.). All per Bahnson std. dwg.
		1" double septum lead sound foam LF between supply fan and sound attenuator fan plenum and duct.
*		Necessary channel supports for heat exchanger. Sq. to round and spool piece using 3/16" alum. & 2x1/4 alum. angle covered with 1" thick double septum lead soundfoam LF sound attenuation material and 20 ga. alum. jacket.
		Spec. 1P - Insulated panels using .032 alum. E-5 stucco finish outside, 22 ga. galv. steel (inside intake section), 22 ga. T304 SS (inside washer and discharge section), sides and ends 2" thick and roof 3" thick urethane. All per Bahnson std. dwg.
*		Spec. 2 - Insulated panels 2" urethane with .032 aluminum outside and galv.
*		inside. All per Bahnson std. dwg.

JO	SO	CSO	BSC	PRO	SHOP	S-R	EXP	AS	DS	PUR	PA	BILL	COST	SSE
	ACD	OI	ENG	TED	SER	PM	ME	CO	2A					

I-0622
REV # 1
Sheet 6 of 6

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

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EXHIBIT 23

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MELVIN G. WELCH and **DONNA B. WELCH,**	)	**C.A. NO. 2022-CP-40-03834**
	)	
Plaintiffs,	)	*In Re:* Asbestos Personal Injury Litigation Coordinated Docket
	)	
v.	)	
	)	
3M COMPANY et al.	)	
	)	
Defendants.	)	
	)	

AFFIDAVIT IN SUPPORT OF PLAINTIFFS' OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT OF DEFENDANTS ATLAS TURNER, INC., ATLAS ASBESTOS CO.'S, and BEATY INVESTMENTS, INC. MOTION FOR SUMMARY JUDGMENT

CHARLES W. BRANHAM, III, first being sworn states as follows:

1. I am an attorney for plaintiffs in the above-captioned action and fully familiar with the facts concerning this matter. I respectfully submit this affidavit in support of plaintiffs' oppositions to the motions for summary judgment brought by defendants Atlas Turner, Inc., Atlas Asbestos Co., and Beaty Investments, Inc. pending the completion of additional discovery in this action pursuant to South Carolina Rule of Civil Procedure 56(f).

2 Plaintiffs make this application without waiving the right to fully oppose defendants' motions on any grounds including, without limitation, their arguments that the evidence already obtained raises genuine triable issues of material fact sufficient to defeat defendants' motions, or that defendants fail as a matter of law to carry their initial, threshold burden for purposes of summary judgment under SCRCP 56 based on the numerous procedural and substantive deficiencies in their motions.

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3. Unresolved discovery issues prevent plaintiffs from fully and thoroughly responding to defendants' motions for summary judgment. Defendants have failed to provide plaintiffs with responsive documents regarding their manufacture, distribution, and/or supply of asbestos insulation materials to plaintiff's worksites, particularly the Chemstrand/Monsanto plant in South Carolina. Without responsive documents, defendants have prevented plaintiffs from conducting meaningful discovery as to their claims against defendants. Similarly, defendants have been unwilling to provide a date for the deposition of their corporate representatives.

4. Plaintiffs request additional discovery pursuant to Rule 56(f) about the arguments and the allegations of fact upon which such arguments are premised, that defendants have advanced as grounds for summary judgment regarding their manufacture, distribution, and/or supply of asbestos-containing insulation present at plaintiff's identified worksite at the Chemstrand/Monsanto plant and other matters relevant to plaintiffs' claims.

5. Further, affiant sayeth naught.

Execute this 12th day of April, 2023.

Charles W. Branham, III

SWORN to and subscribed before me, this the 12 day of April, 2023

MEGAN WILLIAMS
Notary ID #133580953
My Commission Expires
February 9, 2026

Megan Williams

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EXHIBIT 24

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IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

BRENDA E. BOSTIAN,
Individually and as
Personal Representative
for the Estate of HOYLE STEVEN BOSTIAN,

No. 2021-CP-40-04887

CERTIFIED ORIGINAL

Plaintiffs,

vs.

3M COMPANY, et al.,

Defendants.

Deposition of GRAYBAR ELECTRIC
KENNETH NETHERTON
February 3, 2023
10:00 a.m.
REMOTE

REPORTER: William E. Weber, RDR, CRR

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MELVIN G. WELCH and
DONNA B. WELCH,

Plaintiffs, No. 2022-CP-40-03834

vs.

3M COMPANY, f/k/a
MINNESOTA MINING AND
MANUFACTURING COMPANY,
et al.,
Defendants.

30(b)(6) Deposition of GRAYBAR
KENNETH NETHERTON
February 3, 2023
10:00 a.m.
Remote

REPORTER: William E. Weber, RDR, CRR

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INDEX

EXAMINATION	PAGE
KENNETH NETHERTON	
MR. CHAPMAN	9
MR. SCHWARTZ	75
MR. CHAPMAN	79

EXHIBITS

EXHIBIT		PAGE
1	Notices	17
2	May 30, 1979 PPG Correspondence	46
3	May 27, 1977 Monsanto Order	51
4	January 1977 Monsanto Order	53
5	February 14 of 1977 Monsanto Order	54
6	February of 1977 Monsanto Order	55
7	April of 1977 Monsanto Order	56
8	May of 1977 Monsanto Order	58
9	June of 1977 Monsanto Order	59
10	July of 1977 Monsanto Order	60

Placeholder for transcript

KENNETH NETHERTON

Called as a witness herein, being first duly sworn, was examined and testified as follows:

MR. SCHWARTZ: Just to let you know, I have the hard copies of the notice, no markings or anything so he has them in front of him.

MR. CHAPMAN: Do you have any documents with you?

MR. SCHWARTZ: I have two. I have the Graybar three-page document, I have the document retention policy.

MR. CHAPMAN: You don't have any catalogs?

MR. SCHWARTZ: Catalogs, digital, I can go get them off my firm's Website.

MR. CHAPMAN: I may or may not use them. I have an electronic copy, I can put them on the screen.

EXAMINATION

BY MR. CHAPMAN:

Q. Good morning, sir, how are you?

A. Good morning, how are you this morning?

Q. I'm doing all right. Can you state and spell your name for me.

A. Kenneth Netherton, N-E-T-H-E-R-T-O-N.

Q. Mr. Netherton, can you hear me okay today?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 10

A. Yes, I can, sir.
Q. Okay. Have you been deposed before?
A. Yes, I have.
Q. Approximately how many times?
A. 12 or 13.
Q. Okay. Are you okay if I kind of skip the usual admonitions, the rules of the road?
A. I'm sorry, you broke out.
Q. That is one of them. Let me make sure we go through them so we are clear. First is if, since we are doing this over Zoom, if the audio cuts out or internet cuts out, will you let me know?
A. Yes, sir.
Q. If you don't let me know and you answer a question, I'm going to assume that you heard and understood it; is that fair?
A. That's correct, yes, sir.
Q. You understand that you are here today as the corporate representative for Graybar?
A. Yes.
Q. You understand that what you say is binding on the company?
A. Yes, I do.
Q. The court reporter is taking down everything that we are saying. We need yeses and

Page 11

nos, not uh-huh or huh-uh, anything like that.
A. Yes.
Q. Lastly, I think we are doing a great job so far, you need to wait and make sure I finish the question and I will wait for you to finish the answer so we are not talking over each other, all right?
A. Yes, sir.
Q. All right. You said you have been deposed 12, 13 times. Were those in asbestos-related cases?
A. Yes, sir.
Q. Have your testified at trial?
A. Yes, sir. One time.
Q. What trial was that?
A. It was Williams?
Q. I appreciate that. You have to, I know your counsel is there next to you, you can't ask him questions.
A. I understand. Willard Masters, I'm sorry, was the man's name, the Masters case, it was in November of 2021.
Q. Do you remember where it was?
A. New Orleans, Louisiana.
Q. Do you remember the name of the plaintiff's firm in that case?

Page 12

A. No, sir, I do not.
Q. Every time that you testified, sir, either in deposition or in trial, has it been on behalf of Graybar?
A. Yes, sir.
Q. All right, sir, I don't think I deposed you before. So can you kind of take me through a thumbnail sketch of your background, your education, your work history?
A. I started with Graybar in 1963 as a truck driver and held various positions with the company; inside sales, warehouse, quotation specialist, quotation manager, a sales rep. I was manager of several branches; Indianapolis, Memphis. I finished my career as a district vice president in Cincinnati, Ohio. And I had 39 years with the company.
Q. Are you currently retired?
A. Yes, I am, yes.
Q. When did you retire?
A. In February of 2002.
Q. Since then have you been used as a consultant on these cases or what's that arrangement?
A. I guess that's what you would call it.

Page 13

They contacted me, the company did, to act as their representative working in conjunction with Mr. Schwartz and his company.
Q. Why do you think, in your words, that you were chosen as the representative?
A. Well, I think the timeframe was relevant starting in 1963, having moved around as much as I did. I had, again, virtually every job outside of the financial manager and I just think it was an experience issue.
Q. Are you being paid for your time?
A. Yes, I am, sir.
Q. Tell me about that, please.
A. It is just an hourly rate of $125 per hour. Travel time is $115 per hour.
Q. Where do you currently live, sir?
A. Memphis, Tennessee.
Q. Has Graybar ever had branches or offices in North Carolina or South Carolina?
A. Yes, sir, they have.
Q. Can you tell me about that?
A. Well, I can't -- I don't have in my mind every branch location. There are multiple branches in both states and have been for many years. Most cases they have been, would be assigned to Richmond

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 14

district.
Q. Did you ever personally work at the Richmond district?
A. No, sir, I did not.
Q. Have you ever personally worked in any of the North Carolina or South Carolina branches?
A. No, sir.
Q. Have worked for Graybar in the states of North Carolina and South Carolina?
A. No, sir.
Q. You understand we are here to talk about two cases today, the Bostian case and the Welch case?
A. Yes, I do.
Q. And between the two there is a number of sites at issue. Have you personally been to any of the sites at issue in either case?
A. No, sir.
Q. Do you know, sir, when the first branch, and I will start with South Carolina, when the first branch in South Carolina opened?
A. No, I do not.
Q. Can you give me a decade?
A. 40s.
Q. What about North Carolina?

Page 15

A. I would say the same.
Q. Okay.
A. Possibly late 30s, but.
Q. Okay.
A. More than likely 40s.
Q. Understood.
A. Okay.
Q. Would it be fair to say, sir, there was a continuous presence of Graybar in both North and South Carolina from at least the 1940s going forward?
A. Yes, that's correct.
Q. And possibly into the late 1930s?
A. Yes, sir.
Q. Kind of as just a general question, can you tell me what it is that Graybar does, what's its business?
A. We are a national electrical distribution company, employee owned. We sell a variety of products to the contractor market, industrial market, and the com data market which are the three primary -- communications and data, part of our business.
Q. That has always been the purpose or the business of Graybar?

Page 16

A. That's correct, sir, distribution of electrical equipment. No manufacturing.
Q. We are going to get into a little more specifics on this. As a general matter, when we say electrical equipment, are you talking about the full gamut, wires and cables to, you know, electrical distribution centers, motor control centers, everything in between?
A. Yes, that's correct, that -- it would encompass all of that.
Q. Okay. Before we go down this rabbit hole too much, I want to back up and ask you, can you tell me everything you did to prepare for this deposition?
A. I met with counsel on two occasions. We met on the 18th of January for several hours in the afternoon and we met two afternoons this week. And we reviewed several -- several things, mostly was the documents that they sent, I think, to your particular office.
Q. The documents, are you talking about there's the Graybar story, the document retention policy, and the various catalogs?
A. That's correct, sir. In addition to we reviewed the notice of deposition that we received.

Page 17

I did a review of prior depositions that I had done in another case just to kind of get myself familiarized again with terminology, get in the right frame of mind, if you will.
Q. What deposition was that?
A. It was a Tyson case, T-Y-S-O-N.
Q. Do you have a copy of that deposition transcript?
A. Not with me, sir, no.
Q. Is that something you could access?
A. Well, it is at my home.
Q. Okay. I want to mark the two notices of deposition collectively as Exhibit 1.
(Exhibit 1 marked)
MR. CHAPMAN: For the record, we request a copy of that Tyson transcript, I'm going to mark that as Exhibit 2.
MR. SCHWARTZ: I think that is one of the depositions Chase sent you earlier, it should have been.
MR. CHAPMAN: I'm really sorry, I have no idea what you are saying.
MR. SCHWARTZ: Sorry. Tyson should have been one of the deposition transcripts Chase sent you like last month, whenever it was, but I will get

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

you one. It should be in that stack too. It was his last deposition.

MR. CHAPMAN: I looked through the transcripts, I don't recall that one, but I could be misremembering. I request it if I don't have it.

MR. SCHWARTZ: No problem. I will send an e-mail.

(Exhibit placeholder for Transcript)

Q. Okay. Sir, I know Graybar sent over its document retention policy, which is helpful, and I've looked through that. In terms of sales records, invoices, any document that would evidence the sale of the Graybar product to a site, premises, can you kind of briefly describe what the document retention policy is for those?

A. Today or --

Q. Yes. Start with today and we are going to go backwards in time.

A. Okay. Well, today there is very little paper as opposed to what it was when I was still there 30 years ago, 40 years ago when I started. Today it is all electronic computer, but the norm would be that we would receive an order in various sources, it could be a phone, e-mail, a text, written, the result of a written quotation. And the

orders generated. In the old days when it was paper, that ticket was sent to the warehouse, processed, multiple copies, and then it was kept in the customer service rep's, his desk until that order was completed. And it would go into what we called a dead file. It moved to another file cabinet.

And then it became then subject to the retention policy keeping, it's six years, and then it was then designated for disposal at that time.

Q. How long has that been the policy?

A. For as long as I know, sir, has been the original retention policy goes back into the 60s. It has changed a little bit over the years, but for the most part it has been in effect forever.

Q. Are there documents, and I'm talking about the retention policy going back into the 60s, are there documents that are kept in perpetuity?

A. Yes, there are. It is spelled out in the retention policy, plan GI13. I can't tell you exactly what they are, it may be legal, it could have to do with any number of things, but the sales part of it, sales and marketing has always had a six-year plus one retention designation to it.

Q. I will tell you I have looked through the

retention policy today that you sent over and there are certain things designated in perpetuity. Is it your testimony that those designated in perpetuity now have always been designated in perpetuity?

A. No, not necessarily. I really don't know how to answer that. There are -- there are items or designated areas of the business that have been added and there have been some changes. I can't quote off the top of my head what they are, but there have been changes.

If you would look at the, one of the older documents, you can see they compare to today it's not nearly as detailed as what the document is today.

Q. Yes, so that was my next question, the document today is something like 90 pages, right?

A. I don't know about that. I can't answer that, I don't know.

Q. I will just represent to you what was produced to me is a 91-page document.

A. Of the retention program?

Q. Right.

A. I will accept that, yes.

Q. Okay. It hasn't been a 90-page document going back to 1960, right?

A. No, sir, it has not.

Q. Okay. Do you -- do you, meaning Graybar, have old copies of the document retention policies?

A. Yes, we do.

Q. All right. And do you know, sir, if all old copies were produced?

A. As far as I know, they were, yes.

Q. Okay. Do you know why starting in 1961 Graybar instituted the document retention policy?

MR. SCHWARTZ: You cut out.

Q. Can you hear me?

MR. SCHWARTZ: I can hear you now, yes.

Q. Sorry, do you know why, sir, starting all the way back in 1961 Graybar instituted a document retention policy?

A. Well, basically just the sheer number, volume of paper that we had. And in some instances some of the branches even went to offsite storage of documents because they simply didn't have the space in the warehouse. We like to think that we were investing in product and not paper primarily. But that's the primary reason for it, just simply too cumbersome to keep all that.

Q. Where are hard copies of documents stored today?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 22

A. Today? Digitally, I don't know, it is in the computer somewhere.
Q. Does Graybar have hard copies of documents stored anywhere?
A. You know, there's a facility, I can't recall what they call it, that has some computer documents stored, but I -- it would be something corporate would, I would have to get with them to ask.
Q. Okay. Whatever that facility is, do you know if it was searched for documents relevant to these two cases?
A. As far as I know, counsel did an extensive search both inhouse, Graybar counsel and corporate counsel, sometime in the 90s to all of those locations and did an extensive search for any relevant documents that we may need, you know, relevant to this litigation and they found nothing.
Q. So a few things there. First, do you know of a search that has taken place at any point between now and the 1990s?
A. Yes, there was.
Q. Was there any, for either of these particular cases?
A. I don't know that it would be for any of

Page 23

these particular cases, they hadn't come up yet. I think the searches were just in general to come up with documents.
Q. Can you tell me, sir, that a search was done of Graybar's documents before information or documents related to either the Welch case specifically or the Bostian case specifically?
A. No, I don't know that there was or was not. If I may add to that, I think that probably was not because there's really no reason to go back and do it again when they did the original search there was nothing there.
Q. Either way, though, sir, a search was not done for these cases, true?
A. Yes, I would say that would be true.
Q. Do you know, sir, if a search was done looking for any documents at issue related to or relevant to the specific sites at issue in these cases?
A. No, I do not.
Q. Said another way, it's true that you cannot tell me a search was done for documents related to the sites at issue in these cases, true?
A. Would you repeat that, I'm sorry.
Q. Sure, it's true that you cannot tell me

Page 24

that a search was done specifically looking for documents related to the sites at issue in either case?
A. Again, I would say that's true. The reason the search hasn't been done is because it has already done an extensive search and there's nothing there to be found.
MR. CHAPMAN: Object to the nonresponsive portion.
Q. Let me ask you this, sir. Do you have personal knowledge that a search specifically was done looking for documents to the PPG plant at issue?
A. No, sir.
Q. What about to the Duke McGuire facility?
A. No, sir.
Q. What about Monsanto Greenwood?
A. No, sir.
Q. As a general matter, sir, do you know if Graybar sold products for use at PPG Lexington?
A. I would think they probably did, I don't, again, have any personal knowledge or any records that we did. Given the nature of the customer, I would say that it was likely that we would have, yes.

Page 25

Q. If I asked you the same about Duke McGuire and Monsanto Greenwood, would your answer be the same?
A. Monsanto I would say yes. I'm not sure about the other, Duke.
Q. What's different about Duke?
A. I'm just not that familiar with them, sir. I think if my, if I'm correct in this, I think Duke is a different category of customer. I guess I -- can I ask a question?
Q. Let me ask you something and see if it helps, all right? What is it about Duke and the category of customer they are that makes you unsure if you sold to them or not?
A. Because I got them mixed up in my mind with another company I'm thinking of, is a large construction company, general contractor. If Duke is a utility, then yes, we would have most likely been calling on them.
Q. What's the other company you are thinking of?
A. I can't come up with the name. Maybe Daniels.
Q. That is where I was going to go. Did you sell products to Daniels Construction?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 26

A. Not -- we normally would not. I'm not saying there wouldn't have been a sale somewhere along the line, normally we would sell to their subcontractors.
Q. Do you know, sir, if a search was done in this case for documents that are relevant to or show sales between Graybar and any co-defendant in the Bostian case?
A. No, sir, I don't.
Q. So again, said another way, it is true that you cannot tell me a search was done for documents that show sales between Graybar and the co-defendant in Bostian?
MR. SCHWARTZ: Object to form.
A. No, sir, I can't.
Q. If I ask you the same question about Welch, would your answer be the same?
A. Yes.
Q. Going back to PPG Lexington, do you believe it's likely that Graybar sold asbestos-containing materials to PPG Lexington?
A. It froze up again, Mr. Chapman.
Q. Sorry, let me try that again.
A. Okay.
Q. Do you believe it's likely that Graybar

Page 27

sold asbestos-containing materials to PPG Lexington?
MR. SCHWARTZ: Object to form.
A. No, sir, I would not agree with that at all.
Q. Why?
A. Well, again, we have no records of selling anything to them at this point. Our sales of asbestos products in general was minuscule in relation to the total volume of sales that we did in any of our locations. There's no way I would say that we would have sold asbestos products to them.
Q. Let me ask you this: Were you ever personally involved in any sales going to PPG, Duke, or the Monsanto plants at issue in these cases?
A. No, I was not.
Q. And so you cannot offer the testimony from personal knowledge that you did not sell asbestos-containing materials to any of these facilities, true?
MR. SCHWARTZ: Object to form.
A. Well, I can only base my testimony on the fact that I called on similar companies of like status. I know what Graybar, what we had in stock, what we didn't have. And I know that the percentage of asbestos sales is minuscule. But no, I can't, I

Page 28

can't tell you from personal knowledge whether we did or didn't, but we simply had no records of that.
MR. CHAPMAN: I'm going to object to the nonresponsive portion of the answer.
Q. Do you know, sir, if in either one of these cases there was any effort made to contact either former employees of Graybar in the Sales Department who might remember if they sold asbestos-containing materials to any of the plants at issue?
A. I don't know that there was or was not. Chances are there's not many people around today.
Q. Let me make sure I understand what you are telling me.
A. Okay.
Q. It is true to say that to the best of your knowledge no effort was made to try to contact other Graybar prior employees in these two cases?
MR. SCHWARTZ: Object to form.
A. I don't know whether they did or did not, sir.
Q. It is true to say, sir, that sitting here today you have no evidence that anyone on behalf of Graybar called former employees to find out about potential sales relevant to these two cases?

Page 29

MR. SCHWARTZ: Object to form.
A. Again, no, sir, I don't. But again, going back to the fact that there was a search made, some of the effort that you are questioning me on would just be futile at this point.
MR. CHAPMAN: Object to the nonresponsive portion.
Q. My question is, though, as it relates to these two cases, the effort wasn't made specifically here, true?
MR. SCHWARTZ: Object to form.
A. Yes, sir, it would be true.
Q. Did Graybar sell the brand Carol Wire?
A. Say again, please.
Q. The brand, Carol Wire, C-A-R-O-L?
A. Yes, they were a supplier of ours.
Q. Did Graybar sell asbestos-containing Carol Wire?
A. Not -- not to my knowledge, I don't think. Most Carol Wire was portable cord -- portable cord, but I have no knowledge whether we would have sold any asbestos Carol cable.
Q. And to be fair, that's not the only thing Carol manufactured, true?
A. That's true.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 30

Q. Among others, Carol manufactured AF wire, right?
A. I'm not sure, but that sounds like they could have, yes.
Q. Do you know, sir, what effort was made in the Bostian case to look for information or documents specifically as to what was sold related to Carol branded wire?
A. There again, Mr. Chapman, we go back, there is no reason to do that because there is no documents available that would give us that information.
MR. CHAPMAN: I respectfully object to as nonresponsive. Different than what I'm asking. I understand what you are saying.
Q. My question is, as relates to the Bostian case, do you know if any effort what made to look for Carol specifically?
MR. SCHWARTZ: Object to form.
A. Not to my knowledge.
Q. At one point or another, sir, did Graybar sell, I'm asking about wire here for a minute, did Graybar sell every NEC designation of wire?
A. We would have offered it for sale. I'm not sure that we would have sold every designation.

Page 31

They were listed in our catalogs but there's many, many items in that catalog that were listed that never got sold.
Q. So it's fair to say Graybar at the very least offered for sale every NEC designation of wire?
A. Yes, that's correct.
Q. Would that be true throughout the history of Graybar?
A. I would say probably so. From its inception, any of the wire manufacturers that we would represent whatever they had in their product line we would have offered to the end users.
Q. Was there any wire manufacturer that you did not work with that you didn't offer for sale to your customers?
A. Yes, sir, many, sir, but I don't know the names off the top of my head.
Q. Can you give me any kind of list of the wire manufacturers that you did offer?
A. Okonite would be one, General Cable, Carol Cable. Diamond Wire Cable. Phelps Dodge. You are really taxing an old man's memory here.
Q. I appreciate it.
A. Yes. There's many more that we did

Page 32

represent but there's many that we did not. And they would have been for many reasons, which we have a supplier selectivity program and they just for whatever reason we didn't do business with them.
Q. So I'm trying to understand, the list you gave me is certainly not intended to be a comprehensive list of every manufacturer you sold?
A. Absolutely not.
Q. I'm going to ask you about some others. What about Anaconda?
A. Yes.
Q. What about Ericsson?
A. I don't recall selling any Ericsson cable. The name rings a bell in terms of being a supplier at one time or another.
Q. What about Continental?
A. No, sir, that one doesn't, that's not familiar to me.
Q. Are you saying that you never sold Continental or sitting here today you don't recall it?
A. I don't recall the name Continental.
Q. What about Essex?
A. Yes. That's a name I'm familiar with.
Q. What about American Wire or American Wire

Page 33

and Steel?
A. Yes, sir, that's another one that comes to mind, AWI is their designation, yes.
Q. Again, this still is not a comprehensive list of every brand you ever sold?
A. That's true, there could be more.
Q. So I recognize that there are many different NEC designations that utilized asbestos in the wiring. Were any of them that were offered for sale from Graybar, would you be able to describe their construction to me from the interconductor going out to the outer jacket?
A. Well, I'm not a wire expert. I was more familiar with it 50 years ago when I was a sales rep, but I may be able to help you on that. I mean, basically you are talking about the conductor itself. And then you will have some, could be a polyethylene jacket, it could be a fiberglass jacket or it may have several other layers inside and as it related to asbestos, it would have had an asbestos wrap and then a jacket on top of it, maybe lead. It may be, again, polyethylene or something.
Q. So that's kind of the general construction, that's not specific to any one designation, right?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 34

A. That's true, yes. It depends on the type of wire, the designation as to whether it be, whether it would be solid wire, stranded wire, and how many jackets of insulation shielding it would have.

Q. Do you recall any asbestos-containing wire that Graybar sold would have sometimes heard called a market thread or a market thread color in the wire itself?

A. I don't recall actually any asbestos wire that we sold, period, but I know in the construction of some of the asbestos wire that there were color coded components inside of the outer jacket, yes.

Q. Do you recall what --

MR. CHAPMAN: First of all, object to nonresponsive portion to the last answer.

Q. Do you recall any specific color relating to any specific manufacturer?

A. In relation to any specific manufacturer?

Q. Yes, sir.

A. No, sir, it would just be the general makeup of the wire, you know, there's usually a red, black and white, maybe a brown.

Q. Did Graybar, when it comes to wire and cable, sell the whole range of gauges?

Page 35

A. Yes, they did. We did, yes.

Q. What's the smallest gauge wire that Graybar would offer in asbestos-containing wire?

A. I don't know specifically in asbestos, but the gauge wire, I think starts at like 22 or 18 and goes all the way up to, you know, 1,000 circular mil.

Q. And I guess whatever that whole range is, Graybar would have sold it, true, or at least offered it for sale?

A. Offered it for sale, yes, sir.

Q. Would Graybar sell directly to premises like PPG and Monsanto and Duke or would it go through a third party?

A. No, sir, we would be calling on most properties.

Q. Meaning you would sell directly to the premises?

A. Yes, correct.

Q. Did Graybar ever use a third party distributor or sales rep or anything like that?

A. No, sir.

Q. We talked about earlier how occasionally Graybar would sell to contractors, right?

A. Yes, sir.

Page 36

Q. Would Graybar sell to contractors for use at a specific premise?

A. Let me understand, we would sell to XYZ contractor and he may be the contractor of choice that does the maintenance at a PPG, or any other plant in any area, yes. That product would then flow through the contractor into that facility ultimately. The option is up to the end user as to whether they have their own purchasing facility and engineering facility and they want to buy it directly from Graybar. They were a different market category for us.

Q. Let me ask you this: When you would ship out your product, would you ship it directly to ABC contractor or would you ship to it the premises in care of ABC contractor?

A. Again, it would depend who initiated the purchase order. If PPG is placing the purchase order through their Purchasing Department, or their maintenance, Electrical Maintenance Department, we would make deliveries directly to them. If the contractor, XYZ Electric was doing a specific job with PPG, then they are responsible for putting together their own bill of material. We would ship it to their facility for them to handle or at their

Page 37

direction we may ship it to the PPG facility, but it would be received by the contractor, signed off by contractor personnel at that point.

Q. The products, be it wire or some electrical distribution device that Graybar sold, when it came in from the manufacturer of that product, would Graybar alter it in any way before they shipped it out?

A. No, sir, absolutely not.

Q. Would Graybar repackage it in any way?

A. The only repackaging we would do would be if the cartons were small enough, it were like a box of 50 fitting in five or six boxes, we would put all those boxes into one larger cardboard box just for the ease of shipping as far as -- and handling as far as the truck driver was concerned.

Q. Let me make sure I understand. If it came in 50 small boxes, you wouldn't take each one out and put them in bigger box, you would put 50 smaller boxes into one larger box?

A. That's correct.

Q. Did Graybar ever relabel any product that it sold?

A. No, sir.

Q. Did Graybar ever add anything like a

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 38

warning onto any product that it sold?
A. No, sir, not unless we received something specific from a manufacturer.
Q. Meaning if you had a motor controller from GE, for example, this is all hypothetical, and they sent you something says, hey, you need to add X, you wouldn't add X?
A. I'm not sure I understand that.
Q. Tell me what you mean by that.
A. Well, if -- let me back up and talk about -- we would pass when we talk about warnings, unless we received something specific from the manufacturer, the product that we receive would just be passed through. There is normally, if you look at a Square D motor control or Square D panel board, the warnings are already inside those boxes and those devices as far as, you know, how to handle them. Don't put a screwdriver in when the electricity is hooked up, and those type of things.
We didn't do anything other than that unless we received something very specific in writing that said, hey, caution, if you don't do this, and then we would pass that off.
Q. How would you pass that along?
A. It would be in writing.

Page 39

Q. Did Graybar ever issue a warning about the hazards of asbestos in its products?
A. Not really because we didn't receive any warnings about asbestos, or the hazards of asbestos.
Q. So I just need to follow up. When you say "not really," did you ever issue a warning of any kind about asbestos?
A. No, sir, not to my knowledge.
Q. At any point in time did Graybar manufacture any products?
A. No, sir, we did not.
Q. Did Graybar sell all NEMA sizes of electrical distribution equipment?
A. Yes, we offered them for sale, yes.
Q. Was one of the things that Graybar offered for sale thermocouple wiring?
A. Yes, it was listed in our catalogs.
Q. Does Graybar know if thermocouple wiring, particularly in the 60s and 70s, even in the 80s contained asbestos?
A. Well, there is no specific designation, I don't think in our catalog that says thermocouple wiring, that is, there's wiring, wire is offered, cable offered for thermocouple connecting. And some of that in our catalog did show that it had an

Page 40

asbestos component offered with it, yes.
Q. And what was the designation for that, the NEC designation?
A. Oh, gosh, let's see, I don't know off the top of my head. One of the A categories, AB.
Q. It was either, was it A, AA or AIA, does that sound right?
A. Yes, that sounds correct. But again, those were items in the catalog offered for sale, and I have no, you know, knowledge that we ever sold any of it.
Q. I want to make sure we understand they were offered for sale specifically as use like you said for thermocouple connections? Did I lose you? Did I lose everybody, is it just me?
A. You have to go back to the last question.
Q. I'm sorry. We were talking about thermocouple wirings, we were talking about A, AA and AIA as an example of some. I want to make sure I understand. Are you saying that those were offered for sale specifically for thermocouple connections?
A. No, I wouldn't say that. I think if you look at those particular designations, I think, there are several applications that they would be

Page 41

suitable for. The primary benefit to those type cables was the heat resistance. So no, I can't sit here and say that it would just be for thermocouple termination.
Q. And that is not my question. My question is not that it is only for thermocouple connections, but Graybar offered it as one of the options of available for use for that NEC designation?
A. Well, the way I would answer that, Mr. Chapman, offered in the catalog. The actual decision as to whether it is suitable for a particular application is coming from the engineering firm, I mean the engineers at the end user or the maintenance people or the manufacturers communicating with them. We really don't have the expertise to make a call what they were using it for.
That wire cable may have been suitable for several different applications and it is up to PPG people to determine if that's what they need that's going to, you know, solve the problem that they are addressing.
MR. CHAPMAN: So I object to non-responsive portion. I hear everything you are saying.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 42

Q. Is it fair to say Graybar understood that asbestos-containing wire could be used for thermocouple applications?
MR. SCHWARTZ: Object to form.
A. I don't know -- it would be one of the options, yes.
Q. Okay. In terms of the wire construction of the asbestos-containing wires for A or AA or any of them down the list, would you be able to take me through that?
A. No, sir, not really. I'm not that familiar with them.
Q. Some of that information is in Graybar's catalogs. Would you have any additional information to offer other than what's in the catalog?
A. No, sir, I would not. That's where I would go to answer your question. Really would read the description underneath that particular cable.
Q. Are there any applications that -- let me re-ask that question.
Are there any applications of wire that Graybar did not offer for sale?
MR. SCHWARTZ: Object to form.
A. I really, I don't know how to answer that. I don't -- our catalog and the product offering that

Page 43

we had was pretty complete.
Q. Let me ask it this way: It is probably my fault for asking a confusing question. Did Graybar offer for sale wiring for all applications?
A. Well, again, I would say the general answer would be yes, we did, simply because the product line we sold is so broad I don't known any applications it didn't cover. I will answer this way, as a sales rep in the quotation department when I was there, there was never any application that I couldn't address, I will put it that way, with some manufacturer or some product listed in our catalog.
Q. Understood.
A. Okay.
Q. I don't want to be duplicative of something I asked earlier, but I want to make sure I'm complete. Earlier we talked about how you believe it was likely, you know, probable, that Graybar sold wire to PPG Lexington, Monsanto Greenwood, and Duke McGuire assuming it was a power generation facility. Asking that just to round that out, do you have any reason to dispute that Graybar sold wire that ended up at any of those facilities?
MR. SCHWARTZ: Object to form.
A. Well, I don't have any reason to dispute

Page 44

it but I don't have any proof that we did. I don't have any way of showing anything that we did. I haven't seen any invoices or any old invoices or anything like that. I would just, again, assume that in the normal day-to-day business that the possibility would be there that we would sell that type of product, yes.
Q. Do you have any reason to dispute that thermocouple wire specifically was sold to the PPG facility?
MR. SCHWARTZ: Object to form.
A. No, sir, again, other than the fact that I, in my particular case I never was involved in any type of thermocouple wire, selling any of it. But I can't say that we did not to the PPG plant.
Q. Any reason to dispute, sir, that Graybar sold the full gamut of electrical distribution equipment to the various facilities at issue?
A. We would have offered the full gamut to them, yes.
Q. I've talked to some electrical suppliers who offered specifically replacement arc shields or arc chutes for motor controls or motor starters. Is that something Graybar ever offered?
A. Yes, we did, it would be part of the

Page 45

Square D product line.
Q. Would Graybar, I understood your answer to be you were using Square D as just an example; is that right?
A. Yes, that's correct.
Q. Whatever that replacement arc shield, arc chute, whatever the term is, you would get that directly from the manufacturer of the original product; is that right?
A. Yes, that's correct.
Q. Do you know what the last time is, sir, that Graybar offered an asbestos-containing product for sale?
A. Would you repeat that, please?
Q. The last time that Graybar offered an asbestos-containing product for sale?
A. Okay. We think that that would have been about 1985. And by that time most of the, or the manufacturers had deleted most of the asbestos --
Q. You froze up, sir, on us.
A. Oh, I said would have been about 1985, I -- we don't think we've had any activity since then. A few years even preceding that, we feel like the manufacturers were depleting any asbestos-related products out of their offering.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 46

Q. Dose Graybar, sir, have any sort of policy internally about what its employees are supposed to do if they come across what they suspect to be an asbestos-containing material?
A. No, sir, we don't have any internal policy.
Q. Does Graybar have any internal policy at all about asbestos?
A. Not to my knowledge.
Q. Okay. We've been going about an hour. Do you guys want to take a five, 10-minute break?
MR. SCHWARTZ: Sounds good.
THE WITNESS: Thank you.
(Off the record)
Q. All right, I want to ask you about a few documents.
A. Okay.
Q. I will mark this as Exhibit Number 2.
(Exhibit 2 marked)
Q. Can you see this, sir?
A. Let me get my eyes on it. Yes.
Q. Internal office correspondence from PPG, have you ever seen this document before?
A. No, sir, I haven't.
Q. From May 30, 1979, subject is asbestos.

Page 47

Here at the very top it says, There has been a question asked concerning working with thermocouple wire that has insulation-containing asbestos. The wire manufactured before the asbestos regulations will probably have insulation containing asbestos but there is wire now available that has insulation that does not contain asbestos.
First of all, the best you can see, did I read that correctly?
A. Yes.
Q. Do you have any reason to dispute what's in there from PPG?
MR. SCHWARTZ: Object to form.
A. No, sir, I don't have any reason to.
Q. Okay. And then it goes on to talk about, amongst other things, what you can do about the asbestos hazards to care for them. Do you have any reason, and take your time to read the document, but my question is, do you have any reason to dispute what's in here?
MR. SCHWARTZ: Object to form.
A. No, sir, I don't have any reason to dispute.
Q. This is, for the record, Bates PPG_2100 continuing on to 2103.

Page 48

Does Graybar recognize, sir, that asbestos is a hazard to human health?
A. Well, we don't have anybody capable of making that determination, I mean, we have information the same as the general public got or gets. We are not in any position to make any kind of determination like that.
Q. So a few things. First, do you agree with the proposition that in February of 2023 that it is common knowledge that exposure to asbestos can be hazardous to human health?
A. I'm not familiar with that, but was that a document that came out or just common knowledge?
Q. Is Graybar disputing today that in 2023 that asbestos can be hazardous to human health?
A. No, I don't think we would, we are not in any position to make a determination one way or the other. We can only depend on what we read too.
Q. Graybar has been in business since --
A. I'm sorry, you cut out on me again.
Q. Graybar has been in business since the 1930s, right?
A. Yes, sir.
Q. Almost 100 years at this point?
A. Well, it is over 100, yes.

Page 49

Q. Graybar has in that entire time been in the business of selling electrical distribution equipment in wiring, some of which contained asbestos, true?
MR. SCHWARTZ: Object to form.
A. We have been in the business, yes, offering that for sale, yes.
Q. Do you agree with the general proposition that you should know about the hazards associated with the products that you are selling to the public?
MR. SCHWARTZ: Object to form.
A. Again, that's going to be depending upon what we receive from our manufacturers. We never make anything. We do not have, and did not have, knowledge of what components went into a particular product that we were selling. We were never given any heads-up there was anything wrong with the stuff we were selling.
And it is no different today, whatever we are buying from people we are depending on the manufacturer that it is a good product.
MR. CHAPMAN: Object as nonresponsive.
Q. Graybar sold the products, right?
A. We offered it for sale, yes.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 50

Q. Graybar made money selling the products, right?
A. I hope so, yes, sir.
Q. Did Graybar ever look into themselves the hazards of the products that they were selling?
MR. SCHWARTZ: Object to form.
A. No, sir, that's not what we do. It is not part of our business culture. We sell product and extend credit, warehouse material and extend credit is basically what the distributor's function is in the supply chain.
Q. Is it fair to say that Graybar was selling products for a profit that it did not themselves look into the hazards of?
MR. SCHWARTZ: Object to form.
A. We were selling product that was offered by the manufacturer, specified by the end user, and had no reason unless we were given specific data from the manufacturer or warnings, there was no reason for us to be concerned about it.
MR. CHAPMAN: Object to nonresponse. My question is different, sir.
Q. My question is, Graybar sold products for a profit that itself did not look into for potential hazards, true?

Page 51

A. Again, it's true, but again that's not the function of a distributor.
MR. CHAPMAN: Object as to the nonresponsive portions of the answer.
Q. I'm going to show you a few more documents. This will be Exhibit Number 3.
(Exhibit 3 marked)
Q. Before I do that, actually, let me ask you, when we talked about Monsanto and how you believed it was probable that Graybar sold products to Monsanto, do you have any reason to think, or rather do you believe it's probable that Graybar sold products to Monsanto in the 1960s?
A. I would probably -- would be probable, yes.
Q. What about the 50s?
A. I don't know. I don't know when that plant came in existence or how long Monsanto has been around.
Q. What about in the 70s?
A. Again, I would assume so if they are there, yes.
Q. Let me ask it this way, if the Monsanto plant is around and Graybar is around, do you believe it's probable Graybar sold products to the

Page 52

Monsanto plant?
A. Well, it's probable we would be calling and soliciting business, yes.
Q. Exhibit 3, can you see this, sir?
A. Yes, I do.
Q. Okay. This is a Monsanto document you see Monsanto, the Greenwood plant?
A. Yes, sir.
Q. It is from Graybar Electric, do you see that?
A. Yes, sir.
Q. The order date is 5/27/77?
A. Yes, sir.
Q. And on here among other things it says, General Electric MCC. Is that motor control center?
A. It would be, yes, uh-huh.
Q. So this is something that Graybar sold to Monsanto in May of '77, right?
A. Yes, that's correct, appears so.
Q. We will attach these and some other we look at to the record. So now we know Graybar has these records, right?
A. They had these records, yes.
Q. Okay. I'm giving them to you now attaching them to the deposition transcript so now

Page 53

we know Graybar has them, right?
MR. SCHWARTZ: Object to form.
A. Yes.
Q. All right. Just for the record, this goes on for a few pages, some of these are duplicates, but this particular exhibit is seven pages long?
A. Okay.
Q. I will mark this as Exhibit Number 4.
(Exhibit 4 marked)
Q. This is again to Monsanto, do you see that?
A. Yes, uh-huh.
Q. Again from Graybar, do you see that?
A. Yes, sir.
Q. And it is January of '77?
A. Yes, sir.
Q. Okay. Now, a question here, it talks about 500 foot roll of 1302 cable says "alpha." Is that a cable or something different?
A. I have no idea what alpha is, sir.
Q. We know that A wire is asbestos-containing wire, right?
A. I believe that's correct, yes.
Q. You don't know if this is referencing to that or something totally separate?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 54

A. I have no idea what alpha is.
Q. Same exhibit, I didn't mean to end the screen share.
A. Okay.
Q. Just to show you here is when we page down. Also on this is 500 foot roll of MTW, that's motor water, right?
A. Machine cool wire.
Q. Have you also heard it referred to as motor wire?
A. No, sir, I have not.
Q. Do you agree MTW, whatever we call it, can be asbestos-containing?
A. No, I would not agree with that at all.
Q. Is it Graybar's position that MTW cannot be asbestos-containing?
A. I'm not saying it cannot, I'm not aware that it was or is.
Q. Fair enough. That's a duplicate. Next one I will mark as Exhibit Number 5.
(Exhibit 5 marked)
Q. Can you see that, sir?
A. Yes, I can.
Q. Again Monsanto the Greenwood plant?
A. Yes, sir.

Page 55

Q. From Graybar?
A. Yes.
Q. Order date is February 14 of '77; do you see that?
A. Yes, sir.
Q. Again it is 500 feet of MTW, right?
A. Yes, sir. 5,000 feet.
Q. Oh, 5,000 feet, 500 foot roll?
A. Yes.
Q. You are right. I will mark this as Exhibit 6.
(Exhibit 6 marked)
Q. Do you see again, sir, Monsanto the Greenwood plant?
A. Yes, sir.
Q. And Graybar?
A. Yes, sir.
Q. I will zoom in this is from February of '77?
A. Yes, uh-huh.
Q. All right. On here is included among other things, a panel board, right?
A. Yes, that's correct.
Q. Can you tell me from this who the manufacturer was?

Page 56

A. That would have been Square D.
Q. And do you have any knowledge as to whether or not Square D panel boards contained asbestos?
A. No, sir, I do not.
Q. Square D panel boards contained, you would agree with me, what is referred to dielectric molding material?
MR. SCHWARTZ: Object to form.
A. I don't know that, no, sir. I have not heard that.
Q. Also on here, circuit breakers, true?
A. That's correct.
Q. Are these also Square D?
A. Yes.
Q. How do you know they are Square D?
A. That's a catalog, a Q120 is a single volt 20 amp circuit breaker, Square D catalog number.
Q. You are familiar with that from your experience with the company? Did I lose you?
A. I said Q0120 Square D item was probably one of the first pieces of product I picked up in the warehouse.
Q. Okay, all right. This will be Exhibit 7.
(Exhibit 7 marked)

Page 57

Q. Again, sir, can you see it's to Monsanto from Graybar?
A. Yes, sir.
Q. It is from April of '77?
A. Yes, sir.
Q. And this is a Square D control station NEMA size 13?
A. Yes.
Q. NEMA size 13 is pretty big, right?
A. I don't think NEMA 13 designates size, I think it designations classification whether it be explosion proof versus weather tight, I think this type of -- not necessarily size.
Q. The category also has typically sizes associated with it, right? The higher the NEMA size is the bigger the product typically is, right?
A. You know, I probably could have answered that a long time ago. I really don't remember that's true or not.
Q. The NEMA size is what the NEMA size is, right, a standardized thing?
A. Yes, sir, right, that's correct.
Q. And this one we are looking at is NEMA size 13, true?
A. Yes, uh-huh.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 58

Q. The next will be Exhibit 8.
(Exhibit 8 marked)
Q. This is to Monsanto, sir, you see that continuation? Says Graybar here?
A. Yes, uh-huh.
Q. Order from May of '77, do you see that?
A. Yes, uh-huh.
Q. And this has GE relay heaters?
A. Yes.
Q. What does the OL stand for, do you know?
A. No, sir, I don't. Not -- I wasn't all that familiar with the GE product line. I don't know what a relay heater is.
Q. Do you know, sir, whether relay heaters in the 1970s contained molding compound in them?
MR. SCHWARTZ: Object to form.
A. I'm not familiar with this particular product that you are showing here.
Q. Do you know if it contained a material that I'm going to refer to as Bakelite?
MR. SCHWARTZ: Object to form.
A. No, sir, I don't know.
Q. Are you familiar with Bakelite in general?
A. I know the term, yes, sir.
Q. Okay. This will be Exhibit Number 9, I

Page 59

believe.
(Exhibit 9 marked)
Q. You see this is Monsanto from Graybar in June of '77?
A. Yes, uh-huh.
Q. On here are four Square D control relays, among others?
A. Yes, that's correct.
Q. And this particular one is 600 volt, right?
A. Yes, correct.
Q. Does Graybar have any knowledge of the association between voltage ranges and the likelihood that a product contains asbestos?
MR. SCHWARTZ: Object to form.
A. No, sir, there is no relation to that, not to my knowledge.
Q. Graybar is not aware, right?
A. I'm pretty much aware having been in the business for that many years. I don't think voltage has any relation to what the makeup, chemical makeup of a wire.
Q. Let me ask you this: What does Graybar consider to be high voltage?
MR. SCHWARTZ: Object to form.

Page 60

A. Good lord, you know, I don't remember. I don't remember.
Q. Can you give me an approximation?
A. 1200 volts.
Q. Is Graybar telling me anything under 1200 is not high?
A. No, I'm not telling you that, I'm telling you I don't remember.
Q. Okay.
A. I'd have to research it again, I have been away from that for a long, long time.
Q. All right. The next which I think is Exhibit Number 10, someone please correct me if I'm wrong.
(Exhibit 10 marked)
Q. You see here, sir, this is Monsanto from Graybar in July of 77?
A. Yes, uh-huh.
Q. And this contains, among others, a Square D overload heater and a Square D control relay, right?
A. Yes, sir, uh-huh.
Q. And again the 600 volt?
A. Uh-huh. Yes, correct, I'm sorry.
Q. All right. I ended it too soon. Go back

Page 61

to the last exhibit. The next page there is also a Square D control station; do you see that?
A. Yes, sir.
Q. NEMA size 4?
A. Yes.
Q. All right. Do you have any reason to think, sir, Graybar did not sell everything that we just went through to Monsanto?
MR. SCHWARTZ: Object to form.
A. No, sir, I don't have any reason to dispute that.
Q. Okay. Do you have any reason to think Graybar wasn't selling the same types of materials to Monsanto in the 1960s?
MR. SCHWARTZ: Object to form.
A. I don't have any idea whether they were or were not. I mean, we offered -- if their needs were the same as Monsanto, then yes, we would have. We are going to be offering the product for sale, but I just don't have any idea or knowledge of what we were selling to them and in what volume. The documents you just showed me, you know, was obviously we were active with them in that time period, but also looked to me like that may have been for a specific project they had going on in

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 62

their plant too.
MR. CHAPMAN: Object to nonresponsive portions.
Q. Graybar, you would agree with me certainly, their business model was to have continued business?
A. Yes. Repeat business?
Q. Yes, sir.
A. Yes, sir, right.
Q. You wanted to have repeat business from the various plants that you sold to, right?
A. Yes, sir.
Q. You expected -- you expected to have repeat business from the premises that you sold to?
A. Yes, sir, we hope to, yes.
Q. And so if you had a relationship with the premises, you would expect that that relationship would have continued?
MR. SCHWARTZ: Object to form.
A. We would certainly hope so, yes.
Q. Do you have any reason to think that the relationship with Monsanto started for the first time in 1977?
MR. SCHWARTZ: Object to form.
A. No, I don't -- I would think it was prior

Page 63

to that.
Q. Can you tell me, sir, the first time that Graybar first learned that asbestos exposure could harm people?
A. Well, Graybar first learned about the potential of asbestos being harmful back in the early 80s, that was the same time that, you know, some of that information was being disseminated to the general public.
Q. Graybar is certainly familiar with OSHA, right?
A. Yes, sir, we are.
Q. And Graybar follows OSHA?
A. Well, we adhere to all OSHA regulations, yes.
Q. And Graybar to the extent there were state regulations that applied to it, Graybar would follow state regulations, right -- we lost him. We lost you for a second there.
A. Yes, you did. You need me to respond?
Q. Yes, please.
A. Okay, we were talking about state regulations?
Q. Right.
A. Graybar is going to conform to any state

Page 64

regulations, federal regulations, whatever may be, you know, aimed at our industry.
Q. In order to follow the regulations, would you agree with me that you've got to know what the regulations are?
A. I would think that would be, that would be sensible to do that, yes.
Q. Okay. And so if we just take OSHA, for example, which first came out in emergency fashion in 1971. First of all, Graybar was, of course, in business at that time, right?
A. Yes, we were.
Q. And Graybar would have followed federal regulations, true?
A. Should be, yes, yes.
Q. And so Graybar would have had to have been aware of it, true?
MR. SCHWARTZ: Object to form.
A. Aware of OSHA?
Q. Yes, sir.
A. Yes, sir.
Q. So Graybar would have to be aware of what the OSHA regulations said, true?
A. That's correct.
Q. Did Graybar ever take any affirmative

Page 65

steps at any point in time to go out and see what information was available on asbestos to the industry?
MR. SCHWARTZ: Object to form.
A. No, sir, not to my knowledge.
Q. Did Graybar ever take affirmative steps to go out and see what information on asbestos was available to the general public?
MR. SCHWARTZ: Object to form.
A. Only what was being published through periodicals that may appear in papers, The Wall Street or someplace like that.
Q. So only stuff that was being published in newspapers?
A. Well, or any other, you know, periodical that may have been available to the general public. Our main source of information we were depending on would be the manufacturers.
Q. Is it fair to say that Graybar never went out to try to find information about asbestos?
A. That would be fair, yes.
Q. Has Graybar ever had a worker compensation claim related to asbestos or an asbestos disease?
A. No, sir.
Q. Have you looked?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 66

A. Yes, sir.
Q. Are those documents that Graybar keeps in perpetuity?
A. They have -- well, no, they would not have been if you look at the original document retention plan, that was one of the changes I think along about when one of the revisions was around 1990. At that point anything that related to asbestos would be kept forever.
Q. So if it was prior to that, you wouldn't have it any more?
A. No, sir, we would not.
Q. Has Graybar ever been, or any of employees ever been a member of a trade organization?
A. Yes, we have.
Q. Can you tell me about that?
A. Well, two we have been around forever is NAED, national electrical -- National Association of Electrical Distributors. And NECA, which is National Electrical Contractors Association. Those are the only two that I'm familiar with that we have been involved with on a national basis for many, many years.
Q. Do you know the first time Graybar was sued for an asbestos-related injury?

Page 67

A. I think it was in 1985.
Q. Starting in 1985, did Graybar institute any kind of policy saying we've got to keep all documents relating to asbestos?
MR. SCHWARTZ: Object to form.
A. Well, again, I'm not sure but I think that's somewhere in that timeframe is when the revisions to the GI13 came about. I'm not sure exactly what, there are several revisions to it. Primarily, it addressed the removal of any asbestos in buildings and things like that. It did not address anything, other related to asbestos.
Q. So let me make sure I understand. Whenever Graybar was first sued in an asbestos case, 1985 you told me?
A. Yes, I think it was.
Q. At that point in time, did Graybar institute any kind of document retention policy saying, hey, we've got to keep every document relating to asbestos or asbestos products that we sold?
MR. SCHWARTZ: Object to form.
A. I can't answer we did or did not, I don't know.
Q. You told me a minute ago that there was a

Page 68

policy instituted in 1990 where you kept worker's comp claims going forward; is that right?
A. No, if I did, I didn't mean to say that. I meant that the, and I think '90 or '91 was one of the revisions to the document retention, the GI13 that we referred to. And again, it's, some point along that time was the first mention of asbestos at all. But it only related to any documents that had asbestos relation primarily removal from, you know, buildings that were being remodeled or something like that, that those documents would be kept forever. But there was no documents as far as any litigation or anything like that, not referencing 1985 lawsuit.
Q. When was the first time, sir, that Graybar instituted any sort of document retention policy or hold as it relates to asbestos-containing products?
MR. SCHWARTZ: Object to form.
A. I don't think we had one, I don't think we did.
Q. Okay. So it is fair to say that to this day Graybar has never instituted a policy to hold or not destroy any documents relating to any asbestos-containing products that you sold?
MR. SCHWARTZ: Object to form.

Page 69

A. Well, the revisions to the GI as they would have addressed asbestos, if you would roll the timeframe back, there would be no documents because they would have already fallen within the six-year timeframe. By the time that 1985 litigation came about, manufacturers had already pretty much eliminated asbestos from their products. And we don't feel that we sold anything with asbestos since that time, since that 1985 timeframe. That is kind of the benchmark.
Q. You don't know for sure because you don't have the sales records; is that fair?
A. That's correct, that's correct, yes.
Q. Okay. And when that 1985 case came around, there was no policy implemented at that point in time to keep all sales records or documents relating to the sale of asbestos-containing products through today, right?
MR. SCHWARTZ: Object to form.
A. That's true, but at that point in time that was just another lawsuit that's coming, we were being sued for other products, issues over a period of years. We never instituted a policy on any of them, just --
MR. CHAPMAN: Object to nonresponsive

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 70

portions.
A. Can I ask a question to you? Could you explain what does that mean when you are saying I'm not responding?
MR. SCHWARTZ: Don't worry about it.
A. Don't worry about it, I'm sorry.
Q. It is nothing personal, it is just for the record.
A. Okay. I thought I was doing something wrong. Okay.
Q. Has Graybar ever received an OSHA violation related to asbestos?
A. No, sir.
Q. Has Graybar ever been investigated by OSHA at all?
A. Oh, I can't answer that. I mean, probably from time to time we had somebody may have come down, I don't know specifically of any case.
Q. How do you know there were no investigations or violations related to asbestos specifically?
A. There is just none on record, we don't have any. As DVP in my time, we never had any.
Q. Those would have been documents you would have tossed though, fair?

Page 71

A. That we would --
MR. SCHWARTZ: Object to form.
Q. You would have thrown away?
MR. SCHWARTZ: Object to form.
A. No, I don't think so. Again, we would have, they would have been handled according to the GI13. I don't know what that specifically states about OSHA violations today. I would have to look at it.
Q. Let me see if we can find it. I'm going to show you, sir, the document retention policy that was given to me. This is page 11, can you see that, sir?
A. Yes, I can.
Q. It says OSHA 300 log 301 incident report complaint citations, it has five years, five years or D plus 10, dismissal plus 10. Do you see that?
A. Dismissal if there were citations, yes.
Q. Yes. So these would have been tossed pursuant to the document retention policy, right?
A. If there were any cases, yes, they would have been. But to my knowledge, we've never had any.
Q. Okay. We don't have the documents to verify, right?

Page 72

MR. SCHWARTZ: Object to form.
A. Not to my knowledge, we don't, right.
Q. Is Graybar still an active business?
A. Yes.
Q. Do you know what Graybar's net worth is?
A. No, sir, I don't.
Q. Have you looked at all?
A. No.
Q. Have you made any attempt to try to figure out what the net worth is today?
A. No, sir, I mean, I could go on the Graybar Website and probably figure it out.
Q. How would you figure it out?
A. I don't know, I mean there's different ways to look at their financial statements. We look at return on stock as, I know what our sales were approximately for last year. The company has been having some good years, that's for sure.
Q. Is it something you would be able to figure out?
A. Yes, I guess, somewhere on their financial statement there's going to be a balance sheet. I don't know if there is a specific item that says net worth, that would have to be, I guess, calculated in with shareholder equity and all the amount of stock,

Page 73

outstanding stock certificates that are there.
Q. Fair enough. But in terms of sitting here today, that is not something you have attempted to do?
A. No, sir.
Q. Do you know if anybody at Graybar has in preparation for these cases?
A. No, sir, I don't know of anybody that has.
Q. Do you know, sir, if there are insurance policies that Graybar has that cover the alleged liabilities in these cases?
A. Yes, we do have.
Q. Can you tell me about those?
A. Well, they have been in place for a long time. There are several of them, AIG, Arrowpoint. The only response I would give you, Mr. Chapman, bring it up or ask the question, corporate assures me we are covered, we have adequate insurance coverage.
Q. Would you be able to tell me what the caps are for anything, for any of those coverages?
A. I have no idea, sir.
Q. Is that something you looked at to be able to tell me today?
A. That I did look at?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 74

Q. Yes, sir.
A. No, I did not, no. I never looked at them.
Q. In terms of Graybar's net worth or the specifics about insurance policies that cover the alleged liabilities in these cases, that's not something that you are prepared to tell me today; is that fair?
A. That's true, right, no, I'm not.
Q. All right, sir, I would like to take just a five minute break and look at my notes and we might be able to wrap up.
A. Okay, thank you, sir.
Q. Let's take five.
A. Thank you.
(Off the Record)
MR. CHAPMAN: Nothing further. Does anybody else have questions? In the room, you guys are muted if you are talking. Still muted, I don't know if you are talking. Any other defendant have questions?
DEFENSE COUNSEL: None here.
MR. SCHWARTZ: We are back, I'm sorry.
MR. CHAPMAN: That is okay, I'm not going to have any more questions.

Page 75

MR. SCHWARTZ: I have a few questions, yes.

EXAMINATION

BY MR. SCHWARTZ:
Q. All right, I have just a few follow-up questions on the questions asked by plaintiff's counsel. Let me see. Is it fair to say that Graybar has competitors who also sell electrical products in both North Carolina and South Carolina at issue in these two cases?
MR. CHAPMAN: Object to form.
A. Yes, that was true, there, we do think there are other distributors that offer products in those trading areas.
Q. So Mr. Netherton, Mr. Chapman showed you several invoices showing sales from Graybar to Monsanto, okay? One of them was wire and cable and it listed the name alpha. Do you remember that?
A. Yes, I do.
Q. Do you know if alpha is a manufacturer of wire and cable?
A. No, I don't know.
Q. I want to ask you another question, are you aware that if there were any searches done to locate former employees of Graybar in the North

Page 76

Carolina and South Carolina areas that are at issue in this case by Graybar?
A. Well, I answered no to that, but I remember in our discussions now we have had those searches made and we found nobody.
Q. So as you understand Graybar tried to locate former employees who might talk about any relationship with the premises at issue and products sold but did not find anybody at this time?
A. Yes, that's correct.
MR. CHAPMAN: Form.
Q. You mentioned the phrase "offered for sale" numerous times during the deposition. That does not mean that product was actually sold, correct?
A. That's true, there are many items in the catalog that were never sold. They were just offered for sale.
Q. I'm sorry I'm bouncing back and forth on you. In the invoices that you were shown, the description in the invoice, did it contain anything -- sorry, let me start over.
The invoices that you were shown, we will just say the Monsanto ones, do they contain anything --

Page 77

(Screen frozen)
Q. Let me start all over, so the Monsanto invoices that you were shown, do they contain anything in the description of the product that tells whether they contain asbestos or not?
MR. CHAPMAN: Form.
A. No, no, there was nothing in the product description that would indicate there was any asbestos.
Q. And is that fairly typical of the way an invoice at Graybar looks?
MR. CHAPMAN: Form.
A. Yes, that was especially for Square D products.
Q. You mentioned several times about a search that was done by Graybar in the 1990s. Do you know at that point if they pulled out all the hard, if they looked for all hard copy invoices at that time?
A. Yes, but to my knowledge there was nothing found.
Q. And at that time in 1990, had Graybar gone to a computer system for current invoices going forward?
A. Yes, we -- we went to a computer system in '87, 1987.

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 78

Q. And in 1987 you, that would have been sales going forward, correct?
A. Yes, that's correct.
Q. All right. So if you went and looked today, there would be no hard copy invoices for sales after you went on the computer invoice, correct?
MR. CHAPMAN: Form.
A. That would be correct, there would be no hard copy past 1986.
Q. So going and looking for the counsel for plaintiff mentioned looking for -- sorry, counsel for plaintiff mentioned hard copy documents. That would not include sales invoices from the 1960s or 70s because they would have already either been found or discarded back pursuant to the document retention policy?
MR. CHAPMAN: Form.
A. Yes, that's correct, they would.
Q. Finally, do you know if in the 1990 -- no, the search in 1990s whether OSHA violations was part of that search to see if there had been any OSHA violations?
MR. CHAPMAN: Form.
A. I don't know. I don't know that there

Page 79

were or were not.
MR. SCHWARTZ: Fair enough, that's all the questions I've got.
MR. CHAPMAN: Okay, a few follow-ups, anyone else have anything before I go?
RE-EXAMINATION
BY MR. CHAPMAN:
Q. Sir, you talked about the search for former employees, you told me no and then you just told your counsel yes?
A. Yes, sir.
Q. All right, did you talk with your counsel on breaks during the deposition?
A. No, sir. Well, about UK basketball.
Q. Okay, we will talk about that later. Can you tell me anything about, from your personal knowledge, anything about that search for former employees?
A. No, sir, except my mind went blank in the predeposition meetings that I've had with counsel, we did cover that and we did talk about it, because he wanted to know if I had any names that I could come up with from people back in the day, and at that time he did say they had made a search and couldn't find anybody. And when you asked me the

Page 80

question, I apologize, I just, you know, I had a brain freeze up.
Q. Can you tell me who they searched, how they searched, how in-depth they searched, any details about it?
A. No, sir, I don't have any details. Counsel told me they searched and they didn't find anybody.
Q. Do you know who think tried to contact?
A. No, sir, I don't.
Q. Do you know how they found the names of people they tried to contact?
A. No, sir, I don't know.
Q. Do you know how long they spent trying to find other folks to talk to?
A. No, sir, I don't have any idea.
Q. Did Graybar try to reach out to any of the premises at issue in any of these cases to see what information they know?
A. I think that was part of the search.
Q. In these cases?
A. I think so, yes, sir.
Q. Did Graybar pick up the phone and call Duke and say, what do you have, tell me?
A. I don't know, sir, I don't know to what

Page 81

extent they did the research.
Q. Do you know if they picked up the phone and called any of the premises and said what information do you have?
A. No, sir, I can't answer that, no, sir. Counsel would have to answer that.
Q. Do you know if any e-mails were sent saying, hey, send me the documents you got?
A. No, sir, I don't know.
Q. Do you know if Graybar sent any subpoenas to any of the premises saying give me the documents you have?
A. I'm not aware of any, no, sir.
Q. Can you tell me anything about the search that was done or the request that was made to any premises at issue in these cases?
A. No, sir, again, other than I was told there was a search done and there was nobody found.
Q. Right now I'm not talking about old employees, I'm talking asking Duke itself. Do you know?
A. I don't know.
Q. Do you know if anybody at Graybar asked anybody at Duke, Monsanto, or PPG for what information they had?

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Page 82

A. I don't know, sir, if they did or didn't.
Q. Do you know if anybody at Graybar asked old or current contractors that they sold products to what information they had?
A. No, sir, I don't know.
Q. Is it true to say that you have no evidence that Graybar attempted to contact any of the premises at issue in these cases?
A. I personally don't.
Q. Okay. Is it true to say that you have no evidence that Graybar tried contact contractors for what evidence they may have in this case?
MR. SCHWARTZ: Object to form.
A. I don't have, personally do not, I just was told by counsel that there was a search made for these individuals or somebody that could contribute and we came up with nothing.
Q. And when you are talking about these individuals, you mean prior Graybar employees?
A. Well, or possibly, I don't know they went to the actually premise sites or not. They may have, I don't know.
Q. You have no idea, true?
A. That's true, I do not.
Q. In terms of the search for individuals,

Page 83

prior Graybar employees, as we've gone through, you can't tell me any details about that search, true?
A. No, I don't know the details, no.
Q. All right. Your counsel asked if the Monsanto invoices that we looked at were typical of Graybar invoices. It is also true to say, sir, that Graybar doesn't have any to give me to compare it to, right?
A. Other than something that was generated today, if they wanted to compare it, no, we don't have any documents like that.
Q. Okay. And the ones that generated today, they look different than the ones from the 60s and 70s, fair?
A. You know, I honestly haven't seen one recently, but they are going to be in order like you showed me typical invoice today is --
(Screen froze)
Q. You froze on us, sir.
A. I said an invoice today is not going to be different than in the old days, it is going to have the quantity, a catalog number, maybe a brief description and the selling price.
Q. In terms of how it looks, it is going to be different, right?

Page 84

MR. SCHWARTZ: Object to form.
A. I don't know, Mr. Chapman, how to answer that. I haven't really seen any invoices recently. I can't visualize them being much different than what these were.
Q. Certainly today they are going to be electronic?
A. Yes, sir, okay, yes. Yes.
Q. That search in the 1990s for documents, first of all, do you know when in the 1990s?
A. No, sir, I don't.
Q. You can't tell me if it is '91 or '99?
A. No, sir, I can't.
Q. Either way that was at the very least five years after Graybar was first sued in asbestos cases, right?
MR. SCHWARTZ: Object to form.
A. Yes, that's correct.
Q. Okay. Were you personally involved in that search?
A. No, sir.
Q. What you know about that search is only what other people have told you about that search, true?
A. Yes, from counsel, yes.

Page 85

Q. Do you know how they searched?
A. No, sir.
Q. Do you know how long they searched?
A. No, sir.
Q. Do you know what criteria they were using from your personal knowledge?
A. No, sir.
Q. Do you know what locations they searched from your personal knowledge?
A. No, sir.
Q. Are there any documents that lay out what they were looking for and how they were looking for it?
MR. SCHWARTZ: Object to form.
A. Not that I have seen, sir.
Q. From your personal knowledge, do you know how many people from Graybar were involved in that search?
A. No, sir, don't have any idea.
Q. And it's true to say that as it relates to the premises in these cases, I will start with the Bostian case, those premises. From your personal knowledge, has any search been done related to those specifically?
MR. SCHWARTZ: Object to form.

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A. I'm not sure I understand the question.
Q. From your personal knowledge has, have any documents or information been searched for PPG specifically?
MR. SCHWARTZ: Object to form.
A. I'm not sure, sir.
Q. Same question, if I ask the same question for all the premises, would your answer be the same?
A. Yes, because I think we go back again to the fact there is no reason to make the search because there are no documents there.
MR. CHAPMAN: Object to nonresponsive portion.
Q. At any point, sir, has Graybar put out a call to all of its employees saying, hey, if you've got any documents, let me know?
MR. SCHWARTZ: Object to form.
A. Not to my knowledge, no.
Q. Specific to this case or any other case?
A. At any time, yes.
Q. It is also fair to say that there was no attempt to look for hard copies of documents in either one of these cases, true?
MR. SCHWARTZ: Object to form.
A. That would be a futile gesture to do so

because we know there are none.
MR. CHAPMAN: Object to nonresponsive portion. Without waiving my objection, I will ask you.
Q. If there are none, it would be because Graybar has already thrown them away, true?
MR. SCHWARTZ: Object to form.
A. Well, they would have been handled pursuant to the GI or document retention, yes.
Q. Which would be to toss them, true?
A. If they are in that relevant timeframe of the GI, that's correct.
Q. Okay. I've got nothing further.
A. All right. Thank you Mr. Chapman.
MR. SCHWARTZ: Nothing here.
MR. CHAPMAN: Anybody else? Hearing nothing you are done. Thank you.
(Read and sign)
(Deposition ended at 12:08 p.m.)

CERTIFICATE

I, William E. Weber, a Registered Diplomate Reporter and a Notary Public, do hereby certify that the witness, KENNETH NETHERTON, was first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was taken at the time and place stated herein; and that the said deposition was recorded stenographically by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witness all to the best of my skill and ability.

I further certify that the inspection, reading and signing of said deposition were not waived by counsel for the respective parties and by the witness.

I further certify that I am not a relative, an employee of either counsel, and that I am in no way interested, directly or indirectly, in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 6th day of February,

William E. Weber, RDR, CRR

Errata Sheet

NAME OF CASE: BRENDA E. BOSTIAN, et al. vs 3M COMPANY, et al.
DATE OF DEPOSITION: 02/03/2023
NAME OF WITNESS: Graybar Electric (Kenneth Netherton)
Reason Codes:
1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

Page _____ Line _____ Reason _____
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From _____ to _____
Page _____ Line _____ Reason _____
From _____ to _____
Page _____ Line _____ Reason _____
From _____ to _____

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Exhibits

Exhibit 1 Netherton 17:13,14
Exhibit 2 Netherton 17:17 46:18,19
Exhibit 3 Netherton 51:6, 7 52:4
Exhibit 4 Netherton 53:8, 9
Exhibit 5 Netherton 54:20,21
Exhibit 6 Netherton 55:11,12
Exhibit 7 Netherton 56:24,25
Exhibit 8 Netherton 58:1, 2
Exhibit 9 Netherton 58:25 59:2
Exhibit 10 Netherton 60:13,15

$

$115 13:15
$125 13:14

1

1 17:13,14
1,000 35:6
10 60:13,15 71:17
10-minute 46:11
100 48:24,25
11 71:12
12 10:5 11:10
1200 60:4,5
12:08 87:19
13 10:5 11:10 57:7,9,10,24
1302 53:18
14 55:3
18 35:5
18th 16:16
1930s 15:13 48:22
1940s 15:10
1960 20:25
1960s 51:13 61:14 78:14
1961 21:8,14
1963 12:10 13:7
1970s 58:15
1971 64:10
1977 62:23
1979 46:25
1985 45:18,21 67:1,2,15 68:14 69:5,9,14
1986 78:10
1987 77:25 78:1
1990 66:7 68:1 77:21 78:20
1990s 22:21 77:16 78:21 84:9,10

2

2 17:17 46:18,19
20 56:18
2002 12:21
2021 11:21
2023 48:9,14
2103 47:25
22 35:5

3

3 51:6,7 52:4
30 18:21 46:25
300 71:15
301 71:15
30s 15:3
39 12:16

4

4 53:8,9 61:4
40 18:21
40s 14:24 15:5

5

5 54:20,21
5,000 55:7,8
5/27/77 52:12
50 33:14 37:13,18,19
500 53:18 54:6 55:6,8
50s 51:16

6

6 55:11,12
600 59:9 60:23

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

60s 19:13,17 39:19 83:13
6th 88:14

7

7 56:24,25
70s 39:19 51:20 78:15 83:14
77 52:18 53:15 55:3,19 57:4 58:6 59:4 60:17

8

8 58:1,2
80s 39:19 63:7
87 77:25

9

9 58:25 59:2
90 20:16 68:4
90-page 20:24
90s 22:15
91 68:4 84:12
91-page 20:20
99 84:12

A

AA 40:6,18 42:8
AB 40:5
ABC 36:14,16
ability 88:7
absolutely 32:8 37:9
accept 20:23
access 17:10
act 13:1
action 88:12
active 61:23 72:3
activity 45:22
actual 41:10
add 23:9 37:25 38:6,7
added 20:8
addition 16:24
additional 42:14
address 43:11 67:12
addressed 67:10 69:2
addressing 41:22
adequate 73:18
adhere 63:14
admonitions 10:7
AF 30:1
affirmative 64:25 65:6
affixed 88:14
afternoon 16:17
afternoons 16:17
agree 27:3 48:8 49:8 54:12,14 56:7 62:4 64:4
AIA 40:6,19
AIG 73:15
aimed 64:2
alleged 73:10 74:6
alpha 53:18,20 54:1 75:18,20
alter 37:7
American 32:25
amount 72:25
amp 56:18
Anaconda 32:10
apologize 80:1
appears 52:19
application 41:12 43:10
applications 40:25 41:19 42:3,19,21 43:4,8
applied 63:17
approximately 10:4 72:17
approximation 60:3
April 57:4
arc 44:22,23 45:6
area 36:6
areas 20:7 75:14 76:1
arrangement 12:24
Arrowpoint 73:15
asbestos 27:8,11,25 29:22 33:8,20 34:10,12 35:4 39:2,4,7,20 40:1 45:19 46:8,25 47:3,4,5,7, 17 48:1,10,15 49:4 56:4 59:14 63:3,6 65:2,7,20,23 66:8 67:4,10,12,14,20 68:7,9 69:2,7,8 70:12,20 77:5,9 84:15
asbestos-containing 26:21 27:1,18 28:9 29:17 34:6 35:3 42:2,8 45:12,16 46:4 53:21 54:13,16 68:17,24 69:17
asbestos-related 11:10

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

45:25 66:25
assigned 13:25
association 59:13 66:18, 20
assume 10:15 44:4 51:21
assuming 43:20
assures 73:17
attach 52:20
attaching 52:25
attempt 72:9 86:22
attempted 73:3 82:7
audio 10:11
aware 54:17 59:18,19 64:17,19,22 75:24 81:13
AWI 33:3

B

back 16:12 19:13,17 20:25 21:14 23:10 26:19 29:3 30:9 38:10 40:16 60:25 63:6 69:3 74:23 76:19 78:16 79:23 86:9
background 12:8
backwards 18:18
Bakelite 58:20,23
balance 72:22
base 27:21
basically 21:16 33:16 50:10
basis 66:22
basketball 79:14
Bates 47:24
behalf 12:3 28:23
believed 51:10
bell 32:14
benchmark 69:10
benefit 41:1
big 57:9
bigger 37:19 57:16
bill 36:24
binding 10:22
bit 19:14
black 34:23
blank 79:19
board 38:15 55:22
boards 56:3,6
Bostian 14:12 23:7 26:8, 13 30:6,16 85:22
bouncing 76:19
box 37:12,14,19,20
boxes 37:13,14,18,20 38:16
brain 80:2
branch 13:23 14:19,21
branches 12:14 13:18,23 14:6 21:18
brand 29:13,15 33:5
branded 30:8
break 46:11 74:11
breaker 56:18
breakers 56:12
breaks 79:13
briefly 18:14
bring 73:17
broad 43:7
broke 10:8
brown 34:23
buildings 67:11 68:10
business 15:17,23,25 20:7 32:4 44:5 48:19,21 49:2,6 50:8 52:3 59:20 62:5,6,7,10,14 64:11 72:3
buy 36:10
buying 49:21

C

C-A-R-O-L 29:15
cabinet 19:7
cable 29:22 31:21,22 32:13 34:25 39:24 41:18 42:18 53:18,19 75:17,21
cables 16:6 41:2
calculated 72:24
call 12:25 22:6 41:16 54:12 80:23 86:15
called 9:2 19:6 27:22 28:24 34:7 81:3
calling 25:19 35:15 52:2
capable 48:3
caps 73:20
cardboard 37:14
care 36:16 47:17
career 12:15
Carol 29:13,15,17,20,22, 24 30:1,8,18 31:21

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Carolina 13:19 14:6,9,20, 21,25 15:10 75:9 76:1
cartons 37:12
case 11:20,25 14:12,13,17 17:2,6 23:6,7 24:3 26:6,8 30:6,17 44:13 67:14 69:14 70:18 76:2 82:12 85:22 86:19
cases 11:10 12:23 13:25 14:12 22:12,24 23:1,14, 19,23 27:14 28:6,18,25 29:9 71:21 73:7,11 74:6 75:10 80:18,21 81:16 82:8 84:16 85:21 86:23
catalog 31:2 39:22,25 40:9 41:10 42:15,25 43:12 56:17,18 76:17 83:22
catalogs 9:12,13 16:23 31:1 39:17 42:14
categories 40:5
category 25:9,13 36:12 57:14
caution 38:22
center 52:15
centers 16:7
CERTIFICATE 88:1
certificates 73:1
certify 88:3,8,11
chain 50:11
Chances 28:12
changed 19:14
Chapman 9:7,12,15,19 17:15,21 18:3 24:8 26:22 28:3 29:6 30:9,13 34:15 41:10,23 49:23 50:21 51:3 62:2 69:25 73:16 74:17,24 75:11,15 76:11 77:6,12 78:8,18,24 79:4,7 84:2 86:12 87:2,14,16
Chase 17:19,24
chemical 59:21
choice 36:4
chosen 13:5
chute 45:7
chutes 44:23
Cincinnati 12:16
circuit 56:12,18
circular 35:6
citations 71:16,18
claim 65:23
claims 68:2
classification 57:11
clear 10:10
co-defendant 26:7,13
coded 34:13
collectively 17:13
color 34:8,12,17
common 48:10,13
communicating 41:15
communications 15:22
comp 68:2
companies 27:22
company 10:22 12:11,17 13:1,3 15:19 25:16,17,20 56:20 72:17
compare 20:12 83:7,10
compensation 65:22
competitors 75:8
complaint 71:16
complete 43:1,17
completed 19:5
component 40:1
components 34:13 49:16
compound 58:15
comprehensive 32:7 33:4
computer 18:22 22:2,6 77:22,24 78:6
concerned 37:16 50:20
conductor 33:16
conform 63:25
confusing 43:3
conjunction 13:2
connecting 39:24
connections 40:14,22 41:6
constitutes 88:6
construction 25:17,25 33:11,24 34:11 42:7
consultant 12:23
contact 28:6,17 80:9,12 82:7,11
contacted 13:1
contained 39:20 49:3 56:3,6 58:15,19
Continental 32:16,20,22
continuation 58:4
continued 62:6,18

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

continuing 47:25
continuous 15:9
contractor 15:20 25:17 36:4,7,15,16,22 37:2,3
contractors 35:24 36:1 66:20 82:3,11
contribute 82:16
control 16:7 38:15 52:15 57:6 59:6 60:20 61:2
controller 38:4
controls 44:23
cool 54:8
copies 9:5 19:3 21:3,6,24 22:3 86:22
copy 9:16 17:7,16 77:18 78:5,10,13
cord 29:20
corporate 10:19 22:8,14 73:17
correct 10:17 15:12 16:1, 9,24 25:8 31:7 35:19 37:21 40:8 45:5,10 52:19 53:23 55:23 56:13 57:22 59:8,11 60:13,24 64:24 69:13 76:10,15 78:2,3,7,9, 19 84:18 87:12
correctly 47:9
correspondence 46:22
counsel 11:17 16:15 22:13,14,15 74:22 75:7 78:11,12 79:10,12,20 80:7 81:6 82:15 83:4 84:25 88:9,11
court 10:24
cover 43:8 73:10 74:5 79:21
coverage 73:19
coverages 73:21
covered 73:18
credit 50:9
criteria 85:5
CRR 88:17
culture 50:8
cumbersome 21:23
current 77:22 82:3
customer 19:4 24:23 25:9, 13
customers 31:16
cut 21:10 48:20
cuts 10:11,12

D

Daniels 25:23,25
data 15:21,22 50:18
date 52:12 55:3
day 68:22 79:23 88:14
day-to-day 44:5
days 19:1 83:21
dead 19:6
decade 14:23
decision 41:11
defendant 74:20
DEFENSE 74:22
deleted 45:19
deliveries 36:21
department 28:8 36:19,20 43:9
depend 36:17 48:18
depending 49:13,21 65:17
depends 34:1
depleting 45:24
deposed 10:2 11:9 12:6
deposition 12:3 16:14,25 17:5,7,13,24 18:2 52:25 76:13 79:13 87:19 88:5,9
depositions 17:1,19
describe 18:14 33:10
description 42:18 76:21 77:4,8 83:23
designated 19:10 20:2,3, 4,7
designates 57:10
designation 19:24 30:23, 25 31:5 33:3,25 34:2 39:21 40:2,3 41:8
designations 33:8 40:24 57:11
desk 19:4
destroy 68:23
detailed 20:13
details 80:5,6 83:2,3
determination 48:4,7,17
determine 41:20
device 37:5
devices 38:17
Diamond 31:22

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

dielectric 56:7
digital 9:13
Digitally 22:1
Diplomate 88:3
direction 37:1 88:6
directly 35:12,17 36:11, 14,21 45:8 88:12
discarded 78:16
discussions 76:4
disease 65:23
dismissal 71:17,18
disposal 19:10
dispute 43:22,25 44:8,16 47:11,19,23 61:11
disputing 48:14
disseminated 63:8
distribution 15:18 16:1,7 37:5 39:13 44:17 49:2
distributor 35:21 51:2
distributor's 50:10
distributors 66:19 75:13
district 12:15 14:1,3
document 9:10 16:22 18:10,12,14 20:13,16,20, 24 21:3,9,14 46:23 47:18 48:13 52:6 66:5 67:18,19 68:5,16 71:11,20 78:16 87:9
documents 9:7 16:19,21 19:16,18 20:12 21:19,24 22:3,7,11,17 23:3,5,6,17, 22 24:2,12 26:6,12 30:7, 11 46:16 51:6 61:22 66:2 67:4 68:8,11,12,23 69:3, 16 70:24 71:24 78:13 81:8,11 83:11 84:9 85:11 86:3,11,16,22
Dodge 31:22
Dose 46:1
driver 12:11 37:16
Duke 24:15 25:1,5,6,8,12, 17 27:13 35:13 43:20 80:24 81:20,24
duly 9:2 88:4
duplicate 54:19
duplicates 53:5
duplicative 43:15
DVP 70:23

E

e-mail 18:7,24
e-mails 81:7
earlier 17:19 35:23 43:16, 17
early 63:7
ease 37:15
education 12:8
effect 19:15
effort 28:6,17 29:4,9 30:5, 17
Electric 36:22 52:9,15
electrical 15:18 16:2,5,6 36:20 37:5 39:13 44:17,21 49:2 66:18,19,20 75:8
electricity 38:19
electronic 9:16 18:22 84:7
eliminated 69:7
emergency 64:9
employee 15:19 88:11
employees 28:7,18,24 46:2 66:13 75:25 76:7 79:9,18 81:20 82:19 83:1 86:15
encompass 16:10
end 31:13 36:8 41:13 50:17 54:2
ended 43:23 60:25 87:19
engineering 36:10 41:13
engineers 41:13
entire 49:1
equipment 16:2,5 39:13 44:18 49:3
equity 72:25
Ericsson 32:12,13
Essex 32:23
evidence 18:12 28:23 82:7,11,12
EXAMINATION 9:18 75:3
examined 9:3
exhibit 17:13,14,17 18:8 46:18,19 51:6,7 52:4 53:6, 8,9 54:2,20,21 55:11,12 56:24,25 58:1,2,25 59:2 60:13,15 61:1
existence 51:18
expect 62:17
expected 62:13
experience 13:10 56:20
expert 33:13

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

expertise 41:16
explain 70:3
explosion 57:12
exposure 48:10 63:3
extend 50:9
extensive 22:13,16 24:6
extent 63:16 81:1
eyes 46:21

F

facilities 27:19 43:23 44:18
facility 22:5,10 24:15 36:7,9,10,25 37:1 43:21 44:10
fact 27:22 29:3 44:12 86:10
fair 10:16 15:8 29:23 31:4 42:1 50:12 54:19 65:19,21 68:21 69:12 70:25 73:2 74:8 75:7 79:2 83:14 86:21
fairly 77:10
fallen 69:4
familiar 25:7 32:18,24 33:14 42:12 48:12 56:19 58:12,17,23 63:10 66:21
familiarized 17:3
fashion 64:9
fault 43:3
February 12:21 48:9 55:3, 18 88:14
federal 64:1,13
feel 45:23 69:8
feet 55:6,7,8
fiberglass 33:18
figure 72:9,12,13,20
file 19:6
Finally 78:20
financial 13:9 72:15,21
find 28:24 65:20 71:10 76:9 79:25 80:7,15
finish 11:4,5
finished 12:14
firm 11:25 41:13
firm's 9:14
fitting 37:13
flow 36:7
folks 80:15
follow 39:5 63:17 64:3
follow-up 75:5
follow-ups 79:4
foot 53:18 54:6 55:8
foregoing 88:4
forever 19:15 66:9,17 68:12
form 26:14 27:2,20 28:19 29:1,11 30:19 42:4,23 43:24 44:11 47:13,21 49:5,12 50:6,15 53:2 56:9 58:16,21 59:15,25 61:9,15 62:19,24 64:18 65:4,9 67:5,22 68:18,25 69:19 71:2,4 72:1 75:11 76:11 77:6,12 78:8,18,24 82:13 84:1,17 85:14,25 86:5,17, 24 87:7
forward 15:11 68:2 77:23 78:2
found 22:18 24:7 76:5 77:20 78:16 80:11 81:18
frame 17:4
freeze 80:2
front 9:6
froze 26:22 45:20 83:18, 19
frozen 77:1
full 16:5 44:17,19
function 50:10 51:2
futile 29:5 86:25

G

gamut 16:6 44:17,19
gauge 35:2,5
gauges 34:25
gave 32:6
GE 38:5 58:8,12
general 15:15 16:4 23:2 24:19 25:17 27:8 31:21 33:23 34:21 43:5 48:5 49:8 52:15 58:23 63:9 65:8,16
generated 19:1 83:9,12
generation 43:21
gesture 86:25
GI 69:1 87:9,12
GI13 19:20 67:8 68:5 71:7
give 14:23 30:11 31:19 60:3 73:16 81:11 83:7

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

giving 52:24
good 9:20,21 46:12 49:22 60:1 72:18
gosh 40:4
Graybar 9:10 10:19 12:4, 10 13:18 14:8 15:9,16,25 16:22 18:9,13 21:2,9,14 22:3,14 24:20 26:7,12,20, 25 27:23 28:7,18,24 29:13,17 30:21,23 31:4,9 33:10 34:7,24 35:3,9,12, 20,24 36:1,11 37:5,7,10, 22,25 39:1,9,12,15,18 41:7 42:1,22 43:3,19,22 44:16,24 45:2,12,15 46:1, 7 48:1,14,19,21 49:1,24 50:1,4,12,23 51:10,12,24, 25 52:9,17,21 53:1,13 55:1,16 57:2 58:4 59:3,12, 18,23 60:5,17 61:7,13 62:4 63:3,5,10,13,16,17, 25 64:10,13,16,22,25 65:6,19,22 66:2,13,24 67:2,14,17 68:15,22 70:11,14 72:3,11 73:6,10 75:8,16,25 76:2,6 77:11, 16,21 80:17,23 81:10,23 82:2,7,11,19 83:1,6,7 84:15 85:17 86:14 87:6
Graybar's 23:5 42:13 54:15 72:5 74:4
great 11:3
Greenwood 24:17 25:2 43:20 52:7 54:24 55:14
guess 12:25 25:9 35:8 72:21,24
guys 46:11 74:18

H

hand 88:14
handle 36:25 38:17
handled 71:6 87:8
handling 37:15
hard 9:5 21:24 22:3 77:17, 18 78:5,10,13 86:22
harm 63:4
harmful 63:6
hazard 48:2
hazardous 48:11,15
hazards 39:2,4 47:17 49:9 50:5,14,25
head 20:9 31:18 40:5
heads-up 49:18
health 48:2,11,15
hear 9:25 21:11,12 41:24
heard 10:15 34:7 54:9 56:11
Hearing 87:16
heat 41:2
heater 58:13 60:20
heaters 58:8,14
held 12:11
helpful 18:10
helps 25:12
hereunto 88:13
hey 38:6,22 67:19 81:8 86:15
high 59:24 60:6
higher 57:15
history 12:9 31:8
hold 68:17,22
hole 16:11
home 17:11
honestly 83:15
hooked 38:19
hope 50:3 62:15,20
hour 13:15 46:10
hourly 13:14
hours 16:16
huh-uh 11:1
human 48:2,11,15
hypothetical 38:5

I

idea 17:22 53:20 54:1 61:16,20 73:22 80:16 82:23 85:19
implemented 69:15
in-depth 80:4
inception 31:11
incident 71:15
include 78:14
included 55:21
Indianapolis 12:14
indirectly 88:12
individuals 82:16,19,25
industrial 15:20
industry 64:2 65:3

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

information 23:5 30:6,12 42:13,14 48:5 63:8 65:2,7, 17,20 80:19 81:4,25 82:4 86:3

inhouse 22:14

initiated 36:17

injury 66:25

inside 12:12 33:19 34:13 38:16

inspection 88:8

instances 21:17

institute 67:2,18

instituted 21:9,14 68:1,16, 22 69:23

insulation 34:4 47:5,6

insulation-containing 47:3

insurance 73:9,18 74:5

intended 32:6

interconductor 33:11

interested 88:12

internal 46:5,7,22

internally 46:2

internet 10:12

investigated 70:14

investigations 70:20

investing 21:21

invoice 76:21 77:11 78:6 83:17,20

invoices 18:12 44:3 75:16 76:20,23 77:3,18,22 78:5, 14 83:5,6 84:3

involved 27:13 44:13 66:22 84:19 85:17

issue 13:10 14:16,17 23:17,18,23 24:2,13 27:14 28:10 39:1,6 44:18 75:10 76:1,8 80:18 81:16 82:8

issues 69:22

item 56:21 72:23

items 20:6 31:2 40:9 76:16

J

jacket 33:12,18,21 34:13

jackets 34:4

January 16:16 53:15

job 11:3 13:8 36:22

July 60:17

June 59:4

K

keeping 19:9

Kenneth 9:1,24 88:3

kind 10:6 12:7 15:15 17:2 18:14 31:19 33:23 39:7 48:6 67:3,18 69:9

knowledge 24:11,22 27:17 28:1,17 29:19,21 30:20 39:8 40:10 46:9 48:10,13 49:16 56:2 59:12,17 61:20 65:5 71:22 72:2 77:19 79:17 85:6,9, 16,23 86:2,18

L

large 25:16

larger 37:14,20

Lastly 11:3

late 15:3,13

lawsuit 68:14 69:21

lay 85:11

layers 33:19

lead 33:21

learned 63:3,5

legal 19:21

Lexington 24:20 26:19,21 27:1 43:19

liabilities 73:11 74:6

likelihood 59:14

list 31:19 32:5,7 33:5 42:9

listed 31:1,2 39:17 43:12 75:18

litigation 22:18 68:13 69:5

live 13:16

locate 75:25 76:7

location 13:23

locations 22:16 27:10 85:8

log 71:15

long 19:11,12 51:18 53:6 57:18 60:11 73:14 80:14 85:3

looked 18:3,11 19:25 61:24 65:25 72:7 73:23 74:2 77:18 78:4 83:5

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

lord 60:1
lose 40:14,15 56:20
lost 63:18
Louisiana 11:23

M

Machine 54:8
made 28:6,17 29:3,9 30:5, 17 50:1 72:9 76:5 79:24 81:15 82:15
main 65:17
maintenance 36:5,20 41:14
make 10:9 11:4 28:13 36:21 37:17 40:12,19 41:16 43:16 48:6,17 49:15 67:13 86:10
makes 25:13
makeup 34:22 59:21
making 48:4
man's 11:20 31:23
manager 12:13 13:9
manufacture 39:10
manufactured 29:24 30:1 47:4
manufacturer 31:14 32:7 34:18,19 37:6 38:3,13 43:12 45:8 49:22 50:17,19 55:25 75:20
manufacturers 31:11,20 41:14 45:19,24 49:14 65:18 69:6
manufacturing 16:2
mark 17:12,16 46:18 53:8 54:20 55:10
marked 17:14 46:19 51:7 53:9 54:21 55:12 56:25 58:2 59:2 60:15
market 15:20,21 34:8 36:11
marketing 19:23
markings 9:5
Masters 11:19,20
material 36:24 46:4 50:9 56:8 58:19
materials 26:21 27:1,18 28:9 61:13
matter 16:4 24:19
MCC 52:15
Mcguire 24:15 25:1 43:20
meaning 21:2 35:17 38:4
meant 68:4
meetings 79:20
member 66:14
memory 31:23
Memphis 12:14 13:17
mention 68:7
mentioned 76:12 77:15 78:12,13
met 16:15,16,17
mil 35:7
mind 13:22 17:4 25:15 33:3 79:19
minuscule 27:8,25
minute 30:22 67:25 74:11
misremembering 18:5
mixed 25:15
model 62:5
molding 56:8 58:15
money 50:1
Monsanto 24:17 25:2,4 27:14 35:13 43:19 51:9, 11,13,18,23 52:1,6,7,18 53:10 54:24 55:13 57:1 58:3 59:3 60:16 61:8,14, 18 62:22 75:17 76:24 77:2 81:24 83:5
month 17:25
morning 9:20,21
motor 16:7 38:4,15 44:23 52:15 54:7,10
moved 13:7 19:6
MTW 54:6,12,15 55:6
multiple 13:23 19:3
muted 74:19

N

N-E-T-H-E-R-T-O-N 9:24
NAED 66:18
names 31:18 79:22 80:11
national 15:18 66:18,20, 22
nature 24:23
NEC 30:23 31:5 33:8 40:3 41:8
NECA 66:19
necessarily 20:5 57:13

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

NEMA 39:12 57:7,9,10,15, 20,23 61:4
net 72:5,10,23 74:4
Netherton 9:1,24,25 75:15 88:3
newspapers 65:14
non-responsive 41:24
nonresponse 50:21
nonresponsive 24:8 28:4 29:6 30:14 34:16 49:23 51:4 62:2 69:25 86:12 87:2
norm 18:22
normal 44:5
North 13:19 14:6,9,25 15:9 75:9,25
nos 11:1
Notary 88:3
notes 74:11
notice 9:5 16:25
notices 17:12
November 11:21
number 14:15 19:22 21:16 46:18 51:6 53:8 54:20 56:18 58:25 60:13 83:22
numerous 76:13

O

object 24:8 26:14 27:2,20 28:3,19 29:1,6,11 30:13, 19 34:15 41:23 42:4,23 43:24 44:11 47:13,21 49:5,12,23 50:6,15,21 51:3 53:2 56:9 58:16,21 59:15,25 61:9,15 62:2,19, 24 64:18 65:4,9 67:5,22 68:18,25 69:19,25 71:2,4 72:1 75:11 82:13 84:1,17 85:14,25 86:5,12,17,24 87:2,7
objection 87:3
occasionally 35:23
occasions 16:15
offer 27:16 31:15,20 35:3 42:15,22 43:4 75:13
offered 30:24 31:5,13 33:9 35:10,11 39:14,15,23,24 40:1,9,13,21 41:7,10 44:19,22,24 45:12,15 49:25 50:16 61:17 76:12, 18
offering 42:25 45:25 49:7 61:19
office 16:20 46:22 88:14
offices 13:18
offsite 21:18
Ohio 12:16
Okonite 31:21
OL 58:10
older 20:11
opened 14:21
opposed 18:20
option 36:8
options 41:7 42:6
order 18:23 19:5 36:18,19 52:12 55:3 58:6 64:3 83:16
orders 19:1
organization 66:14
original 19:13 23:11 45:8 66:5
Orleans 11:23
OSHA 63:10,13,14 64:8, 19,23 70:11,14 71:8,15 78:21,22
outer 33:12 34:13
outstanding 73:1
overload 60:20
owned 15:19

P

p.m. 87:19
pages 20:16 53:5,6
paid 13:11
panel 38:15 55:22 56:3,6
paper 18:20 19:2 21:17,21
papers 65:11
part 15:22 19:15,23 44:25 50:8 78:21 80:20
parties 88:9
party 35:14,20
pass 38:11,23,24
passed 38:14
past 78:10
people 28:12 41:14,20 49:21 63:4 79:23 80:12 84:23 85:17
percentage 27:24
period 34:11 61:24 69:22

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

periodical 65:15
periodicals 65:11
perpetuity 19:18 20:2,3,4 66:3
personal 24:11,22 27:17 28:1 70:7 79:16 85:6,9,16, 22 86:2
personally 14:2,5,16 27:13 82:9,14 84:19
personnel 37:3
Phelps 31:22
phone 18:24 80:23 81:2
phrase 76:12
pick 80:23
picked 56:22 81:2
pieces 56:22
place 22:20 73:14 88:5
placeholder 18:8
placing 36:18
plaintiff 78:12,13
plaintiff's 11:25 75:6
plan 19:20 66:6
plant 24:12 36:6 44:15 51:18,24 52:1,7 54:24 55:14 62:1
plants 27:14 28:9 62:11
point 22:20 27:7 29:5 30:21 37:3 39:9 48:24 65:1 66:8 67:17 68:6 69:16,20 77:17 86:14
policies 21:3 73:10 74:5
policy 9:11 16:23 18:10, 15 19:9,11,13,17,20 20:1 21:9,15 46:1,6,7 67:3,18 68:1,16,22 69:15,23 71:11,20 78:17
polyethylene 33:18,22
portable 29:20
portion 24:9 28:4 29:7 34:16 41:24 86:13 87:3
portions 51:4 62:3 70:1
position 48:6,17 54:15
positions 12:11
possibility 44:6
possibly 15:3,13 82:20
potential 28:25 50:24 63:6
power 43:20
PPG 24:12,20 26:19,21 27:1,13 35:13 36:5,18,23 37:1 41:19 43:19 44:9,15 46:22 47:12 81:24 86:3
PPG_2100 47:24
preceding 45:23
predeposition 79:20
premise 36:2 82:21
premises 18:13 35:12,18 36:15 62:14,17 76:8 80:18 81:3,11,16 82:8 85:21,22 86:8
preparation 73:7
prepare 16:13
prepared 74:7
presence 15:9
president 12:15
pretty 43:1 57:9 59:19 69:6
price 83:23
primarily 21:21 67:10 68:9
primary 15:22 21:22 41:1
prior 17:1 28:18 62:25 66:10 82:19 83:1
probable 43:18 51:10,12, 14,25 52:2
problem 18:6 41:21
processed 19:3
produced 20:20 21:6
product 18:13 21:21 31:12 36:6,14 37:7,22 38:1,13 42:25 43:7,12 44:7 45:1,9,12,16 49:17, 22 50:8,16 56:22 57:16 58:12,18 59:14 61:19 76:14 77:4,7
products 15:20 24:20 25:25 27:8,11 37:4 39:2, 10 45:25 49:10,24 50:1,5, 13,23 51:10,13,25 67:20 68:17,24 69:7,17,22 75:9, 13 76:8 77:14 82:3
profit 50:13,24
program 20:21 32:3
project 61:25
proof 44:1 57:12
properties 35:16
proposition 48:9 49:8
public 48:5 49:11 63:9 65:8,16 88:3
published 65:10,13
pulled 77:17
purchase 36:18

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

purchasing 36:9,19
purpose 15:24
pursuant 71:20 78:16 87:9
put 9:16 37:13,19 38:18 43:11 86:14
putting 36:23

Q

Q0120 56:21
Q120 56:17
quantity 83:22
question 10:15 11:5 15:15 20:15 25:10 26:16 29:8 30:16 40:16 41:5 42:17,20 43:3 47:2,19 50:22,23 53:17 70:2 73:17 75:23 80:1 86:1,7
questioning 29:4
questions 11:18 74:18,21, 25 75:1,6 79:3
quotation 12:12,13 18:25 43:9
quote 20:9

R

rabbit 16:11
range 34:25 35:8
ranges 59:13
rate 13:14
RDR 88:17
re-ask 42:20
RE-EXAMINATION 79:6
reach 80:17
read 42:17 47:9,18 48:18 87:18
reading 88:9
reason 21:22 23:10 24:5 30:10 32:4 43:22,25 44:8, 16 47:11,14,18,19,22 50:18,20 51:11 61:6,10,12 62:21 86:10
reasons 32:2
recall 18:4 22:6 32:13,20, 22 34:6,10,14,17
receive 18:23 38:13 39:3 49:14
received 16:25 37:2 38:2, 12,21 70:11
recently 83:16 84:3
recognize 33:7 48:1
record 17:15 46:14 47:24 52:21 53:4 70:8,22 74:16 88:7
recorded 88:5
records 18:12 24:22 27:6 28:2 52:22,23 69:12,16
red 34:22
reduced 88:6
refer 58:20
referencing 53:24 68:13
referred 54:9 56:7 68:6
Registered 88:2
regulations 47:4 63:14, 17,18,23 64:1,3,5,14,23
relabel 37:22
related 23:6,17,23 24:2 30:7 33:20 65:23 66:8 67:12 68:8 70:12,20 85:23
relates 29:8 30:16 68:17 85:20
relating 34:17 67:4,20 68:23 69:17
relation 27:9 34:19 59:16, 21 68:9
relationship 62:16,17,22 76:8
relative 88:11
relay 58:8,13,14 60:21
relays 59:6
relevant 13:6 22:11,17,18 23:18 26:6 28:25 87:11
remember 11:22,24 28:8 57:18 60:1,2,8 75:18 76:4
remodeled 68:10
removal 67:10 68:9
rep 12:13 33:15 35:21 43:9
rep's 19:4
repackage 37:10
repackaging 37:11
repeat 23:24 45:14 62:7, 10,14
replacement 44:22 45:6
report 71:15
reporter 10:24 88:3
represent 20:19 31:12 32:1

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

representative 10:19 13:2,5
request 17:15 18:5 81:15
research 60:10 81:1
resistance 41:2
respectfully 30:13
respective 88:9
respond 63:20
responding 70:4
response 73:16
responsible 36:23
result 18:25
retention 9:11 16:22 18:10,15 19:9,13,17,20,24 20:1,21 21:3,9,15 66:5 67:18 68:5,16 71:11,20 78:17 87:9
retire 12:20
retired 12:18
return 72:16
review 17:1
reviewed 16:18,25
revisions 66:7 67:8,9 68:5 69:1
Richmond 13:25 14:3
rings 32:14
road 10:7
roll 53:18 54:6 55:8 69:2
room 74:18
round 43:21
rules 10:7

S

sale 18:13 26:2 30:24 31:5,15 33:10 35:10,11 39:14,16 40:9,13,21 42:22 43:4 45:13,16 49:7,25 61:19 69:17 76:13,18
sales 12:12,13 18:11 19:22,23 26:7,12 27:7,9, 13,25 28:7,25 33:14 35:21 43:9 69:12,16 72:16 75:16 78:2,6,14
Schwartz 9:4,9,13 13:3 17:18,23 18:6 21:10,12 26:14 27:2,20 28:19 29:1, 11 30:19 42:4,23 43:24 44:11 46:12 47:13,21 49:5,12 50:6,15 53:2 56:9 58:16,21 59:15,25 61:9,15 62:19,24 64:18 65:4,9 67:5,22 68:18,25 69:19 70:5 71:2,4 72:1 74:23 75:1,4 79:2 82:13 84:1,17 85:14,25 86:5,17,24 87:7, 15
screen 9:17 54:3 77:1 83:18
screwdriver 38:18
seal 88:14
search 22:14,16,20 23:4, 11,13,16,22 24:1,5,6,11 26:5,11 29:3 77:15 78:21, 22 79:8,17,24 80:20 81:14,18 82:15,25 83:2 84:9,20,22,23 85:18,23 86:10
searched 22:11 80:3,4,7 85:1,3,8 86:3
searches 23:2 75:24 76:5
selectivity 32:3
sell 15:19 25:25 26:3 27:17 29:13,17 30:22,23 34:25 35:12,17,24 36:1,3 39:12 44:6 50:8 61:7 75:8
selling 27:6 32:13 44:14 49:2,10,17,19 50:1,5,12, 16 61:13,21 83:23
send 18:6 81:8
separate 53:25
service 19:4
set 88:13
share 54:3
shareholder 72:25
sheer 21:16
sheet 72:22
shield 45:6
shielding 34:4
shields 44:22
ship 36:13,14,15,24 37:1
shipped 37:8
shipping 37:15
show 26:6,12 39:25 51:5 54:5 71:11
showed 61:22 75:15 83:17
showing 44:2 58:18 75:16
shown 76:20,23 77:3
sign 87:18
signed 37:2
signing 88:9

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

similar 27:22
simply 21:19,22 28:2 43:6
single 56:17
sir 9:20 10:1,13,17 11:8, 11,13 12:1,2,5,6 13:12,16, 20 14:4,7,10,18,19 15:8, 14 16:1,24 17:9 18:9 19:12 21:1,5,13 23:4,13, 16 24:10,14,16,18,19 25:7 26:5,9,15 27:3 28:5,21,22 29:2,12 30:5,21 31:17 32:17 33:2 34:20,21 35:11,15,22,25 37:9,24 38:2 39:8,11 42:11,16 44:12,16 45:11,20 46:1,5, 20,24 47:14,22 48:1,23 50:3,7,22 52:4,8,11,13 53:14,16,20 54:11,22,25 55:5,7,13,15,17 56:5,10 57:1,3,5,22 58:3,11,14,22, 24 59:16 60:16,22 61:3,7, 10 62:8,9,12,15 63:2,12 64:20,21 65:5,24 66:1,12 68:15 70:13 71:11,13 72:6,11 73:5,8,9,22 74:1, 10,13 79:8,11,14,19 80:6, 10,13,16,22,25 81:5,9,13, 17 82:1,5 83:6,19 84:8,11, 13,21 85:2,4,7,10,15,19 86:6,14
sit 41:2
site 18:13
sites 14:16,17 23:18,23 24:2 82:21
sitting 28:22 32:20 73:2
six-year 19:24 69:4
size 57:7,9,10,13,15,20,24 61:4
sizes 39:12 57:14
sketch 12:8
skill 88:7
skip 10:6
small 37:12,18
smaller 37:19
smallest 35:2
sold 24:20 25:14 26:20 27:1,11 28:8 29:21 30:7, 25 31:3 32:7,19 33:5 34:7, 11 35:9 37:5,23 38:1 40:10 43:7,19,23 44:9,17 49:24 50:23 51:10,13,25 52:17 62:11,14 67:21 68:24 69:8 76:9,14,17 82:3
soliciting 52:3
solid 34:3
solve 41:21
someplace 65:12
sort 46:1 68:16
sound 40:7
sounds 30:3 40:8 46:12
source 65:17
sources 18:24
South 13:19 14:6,9,20,21 15:10 75:9 76:1
space 21:19
specialist 12:12
specific 23:18 33:24 34:17,18,19 36:2,22 38:3, 12,21 39:21 50:18 61:25 72:23 86:19
specifically 23:7 24:1,11 29:9 30:7,18 35:4 40:13, 21 44:9,22 70:18,21 71:7 85:24 86:4
specifics 16:4 74:5
spell 9:23
spelled 19:19
spent 80:14
Square 38:15 45:1,3 56:1, 3,6,14,16,18,21 57:6 59:6 60:20 61:2 77:13
stack 18:1
stand 58:10
standardized 57:21
start 14:20 18:17 76:22 77:2 85:21
started 12:10 18:21 62:22
starters 44:23
starting 13:7 21:8,13 67:2
starts 35:5
state 9:22 63:16,18,22,25
stated 88:5
statement 72:22
statements 72:15
states 13:24 14:8 71:7
station 57:6 61:2
status 27:23
Steel 33:1
stenographically 88:6
steps 65:1,6
stock 27:23 72:16,25 73:1
storage 21:18

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

stored 21:24 22:4,7
story 16:22
stranded 34:3
Street 65:12
stuff 49:18 65:13
subcontractors 26:4
subject 19:8 46:25
subpoenas 81:10
sued 66:25 67:14 69:22 84:15
suitable 41:1,11,18
supplier 29:16 32:3,14
suppliers 44:21
supply 50:11
supposed 46:2
suspect 46:3
sworn 9:2 88:4
system 77:22,24

T

T-Y-S-O-N 17:6
taking 10:24
talk 14:11 38:10,11 47:15 76:7 79:12,15,21 80:15
talked 35:23 43:17 44:21 51:9 79:8
talking 11:6 16:5,21 19:16 33:16 40:17,18 63:22 74:19,20 81:19,20 82:18
talks 53:17
taxing 31:23
telling 28:14 60:5,7
tells 77:5
Tennessee 13:17
term 45:7 58:24
termination 41:4
terminology 17:3
terms 18:11 32:14 42:7 73:2 74:4 82:25 83:24
testified 9:3 11:12 12:2
testify 88:4
testimony 20:3 27:16,21 88:7
text 18:24
thermocouple 39:16,18, 22,24 40:14,18,21 41:3,6 42:3 44:9,14 47:2
thing 29:23 57:21
things 16:18 19:22 20:2 22:19 38:19 39:15 47:16 48:8 52:14 55:22 67:11
thinking 25:16,20
thought 70:9
thread 34:8
three-page 9:10
thrown 71:3 87:6
thumbnail 12:8
ticket 19:2
tight 57:12
time 11:13 12:2 13:11,15 18:18 19:10 32:15 39:9 45:11,15,18 47:18 49:1 57:18 60:11 61:23 62:23 63:2,7 64:11 65:1 66:24 67:17 68:7,15 69:5,9,16, 20 70:17,23 73:15 76:9 77:18,21 79:24 86:20 88:5
timeframe 13:6 67:7 69:3, 5,9 87:11
times 10:4 11:10 76:13 77:15
today 9:25 10:18 14:12 18:16,17,19,22 20:1,12, 14,16 21:25 22:1 28:12,23 32:20 48:14 49:20 69:18 71:8 72:10 73:3,24 74:7 78:5 83:10,12,17,20 84:6
told 67:15,25 79:9,10 80:7 81:17 82:15 84:23
top 20:9 31:18 33:21 40:5 47:1
toss 87:10
tossed 70:25 71:19
total 27:9
totally 53:25
trade 66:14
trading 75:14
transcript 17:8,16 18:8 52:25
transcripts 17:24 18:4
Travel 13:15
trial 11:12,14 12:3
truck 12:10 37:16
true 23:14,15,21,23,25 24:4 26:10 27:19 28:16,22 29:10,12,24,25 31:8 33:6 34:1 35:9 49:4 50:25 51:1 56:12 57:19,24 64:14,17, 23 69:20 74:9 75:12 76:16

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

82:6,10,23,24 83:2,6 84:24 85:20 86:23 87:6,10 88:7

truth 88:4

type 34:1 38:19 41:1 44:7, 14 57:13

types 61:13

typewriting 88:6

typical 77:10 83:5,17

typically 57:14,16

Tyson 17:6,16,23

U

uh-huh 11:1 52:16 53:12 55:20 57:25 58:5,7 59:5 60:18,22,24

UK 79:14

ultimately 36:8

underneath 42:18

understand 10:18,21 11:19 14:11 28:13 30:15 32:5 36:3 37:17 38:8 40:12,20 67:13 76:6 86:1

understood 10:16 15:6 42:1 43:13 45:2

unsure 25:13

user 36:8 41:14 50:17

users 31:13

usual 10:7

utility 25:18

utilized 33:8

V

variety 15:19

verify 71:25

versus 57:12

vice 12:15

violation 70:12

violations 70:20 71:8 78:21,23

virtually 13:8

visualize 84:4

volt 56:17 59:9 60:23

voltage 59:13,20,24

volts 60:4

volume 21:17 27:9 61:21

W

wait 11:4,5

waived 88:9

waiving 87:3

Wall 65:11

wanted 62:10 79:22 83:10

warehouse 12:12 19:2 21:20 50:9 56:23

warning 38:1 39:1,6

warnings 38:11,16 39:4 50:19

water 54:7

ways 72:15

weather 57:12

Weber 88:2,17

Website 9:14 72:12

week 16:17

Welch 14:12 23:6 26:17

WHEREOF 88:13

white 34:23

Willard 11:19

William 88:2,17

Williams 11:15

wire 29:13,15,18,20 30:1, 8,22,23 31:6,11,14,20,22 32:25 33:13 34:2,3,6,8,10, 12,22,24 35:2,3,5 37:4 39:23 41:18 42:2,7,21 43:19,23 44:9,14 47:3,4,6 53:21,22 54:8,10 59:22 75:17,21

wires 16:6 42:8

wiring 33:9 39:16,18,23 43:4 49:3

wirings 40:18

words 13:4

work 12:9 14:2 31:15

worked 14:5,8

worker 65:22

worker's 68:1

working 13:2 47:2

worry 70:5,6

worth 72:5,10,24 74:4

wrap 33:21 74:12

writing 38:22,25

written 18:25

wrong 49:18 60:14 70:10

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X

XYZ 36:3,22

Y

year 72:17

years 12:16 13:24 18:21 19:9,14 33:14 45:23 48:24 59:20 66:23 69:23 71:16 72:18 84:15

yeses 10:25

Z

zoom 10:11 55:18

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EXHIBIT 25

EXHIBIT

EXHIBIT 4

exhibitsticker.com

NOTIFY GREEN - BOB YOUNG

REC'N NO. EN-4735

BUYER GM/DS

THE GREENWOOD PLANT

Receiving Report No. 1080

FROM: GRAYBAR ELECTRIC COMPANY
P.O.BOX 6526, STA. B
GREENVILLE, SOUTH CAROLINA

PURCHASE ORDER NO 37-81491

ORDER DATE 1-31-77

DATE REC'D 2-1-77 DATE OF REPORT 2-1-77

SHIPMENT 2 COMPLETE ☐ PARTIAL ☐

SHIPPED Same SHIPPING POINT Same

VIA UPS PRO NO

GROSS WT PREPAID ☐ COLLECT ☐ AMT

CAR NO NO. PIECES 6

CHECKED BY [signature] RECEIVING FOREMAN

EXCEPTIONS ON DELIVERY
☐ NO P'L

F O B DELV. ROUTE BESTMETHOD TERMS 2-10-N-30

DELIVERED DATE REQUIRED 2-11-77 DELIVERY DATE PROMISED 3-1-77

SHEET 1 OF A 2 PAGE ORDER

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD
1.	1500	FT.	500 FT. ROLL #1302 ALPHA (2 PR.) CABLE.	51.38/M FT.	1500	0
2.	500	FT.	500 FT. ROLL #1309 ALPHA (13 PR.) CABLE.	275.34/M FT.	500	0
3.	2500	FT.	500 FT. ROLL #1308/11 ALPHA (11 PR.) CABLE.	244.00/M FT.	2500	0
4.	500	FT.	500 FT. ROLL #1309-15 ALPHA (15 PR.) CABLE.	326.38/M FT.	500	0
5.	500	FT.	500 FT. ROLL #1311 ALPHA (19 PR.) CABLE.	408.00/M FT.	500	0
6.	50	FT.	3/4" AL RIGID CONDUIT.	39.19/C FT.	0	0
7.	200	FT.	1" AL RIGID CONDUIT.	53.75/C FT.	200	0

☐ This Order Exempt From S. C. Sales & Use Tax Under Exemption No. 4675( )
☐ This Order Subject To 4% S. C. Sales & Use Tax

VENDOR NO	DATE	INVOICE NO	DUE WK.	LOC	P O NO	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	781491				

PURCHASE ORDER	LOC	TAX	GL	EXPENSE TYPE	COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE: WORK ORDER	DISTRIBUTION CODE: QUANTITY	GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DEDUCT
	30	Co	264	050	2807							

*REQUIRED ON SINGLE DISTRIBUTION **OPTIONAL ON SINGLE DISTRIBUTION

PSG 2754

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Monsanto

THE GREENWOOD PLANT

RECEIVING REPORT NO. 1080

PURCHASE ORDER GZ-81491

ORDER 1-31-77

THIS IS SHEET 2 OF THE ABOVE PURCHASE ORDER

TO: GRAYBAR ELECTRIC CO.

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD
8.	350	FT.	1¼" AL RIGID CONDUIT.	71.45/C FT.	350	0
9.	12	ONLY	3/4" CONDULET #LB29.	1.32 EA.	0	0
10.	12	ONLY	1" CONDULET #LB39.	1.98 EA.	0	0
11.	6	ONLY	1¼" CONDULET #LB49.	3.00 EA.	0	0
12.	12	ONLY	3/4" CONDULET COVER #290.	.42 EA.	0	0
13.	12	ONLY	1¼" CONDULET COVER #490.	.66 EA.	6	0
14.	6	ONLY	1" CONDULET COVER #390.	.54 EA.	0	0
15.	2000	FT.	500 FT. ROLL, MTW OR TFF #AWG 16 WIRE, BLACK.	21.64/M FT.	0	2000
16.	1	ONLY	2 PLT-416-25P PYLENATIONAL 16 POLE STRAIGHT MALE PLUG.	37.24 EA.	1	0

CONFIRMING

ELECTRONICALLY FILED, 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04254

ORDERED BY: AL GREEN
NOTIFY: GREEN - BUD YOUNG

DELIVER TO BLDG.

REQ'N. NO. EN-4753
BUYER GM/DS

Receiving Report No. 103

ALCOA
THE GREENWOOD PLANT

FROM: GRAYBAR ELECTRIC COMPANY
P.O.BOX 6528, STA. B
GREENVILLE, SOUTH CAROLINA

PURCHASE ORDER NO G7-S1491
ORDER DATE 1-31-77
DATE REC'D 2-9-77 DATE OF REPORT 2-9-77
SHIPMENT 3 COMPLETE ☐ PARTIAL
SHIPPER Alpha WAREHOUSING POINT N.J.
VIA GmL PRO. NO 418493
GROSS WT. 269 PREPAID ☐ COLLECT ☐ AMT. 11.36
CAR NO NO. PIECES 6 bdls

EXCEPTIONS ON DELIVERY
☐ NO P'L

CHECKED BY Warren Burks
RECEIVING FOREMAN

F. O. B DELV.
ROUTE BESTMETHOD
TERMS 2-10-N-30
DELIVERED DATE REQUIRED 2-11-77
DELIVERY DATE PROMISED 3-1-77
SHEET 1 OF A 2 PAGE ORDER

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	1500	FT.	500 FT. ROLL #1302 ALPHA (2 PR.) CABLE.	51.38/M FT	1500	0
2.	500	FT.	500 FT. ROLL #1309 ALPHA (13 PR.) CABLE.	275.34/M FT	0	500
3.	2500	FT.	500 FT. ROLL #1308/11 ALPHA (11 PR.) CABLE.	244.00/M	500	2000
4.	500	FT.	500 FT. ROLL #1309-15 ALPHA (15 PR.) CABLE.	326.38/M FT	0	500
5.	500	FT.	500 FT. ROLL #1311 ALPHA (19 PR.) CABLE.	408.00/M	500	0
6.	300	FT.	3/4" AL RIGID CONDUIT.	39.19/C FT.	0	0
7.	200	FT.	1" AL RIGID CONDUIT.	53.75/C FT	200	0

☐ This Order Exempt From S. C. Sales & Use Tax Under Exemption No. 4675( )
☐ This Order Subject To 4% S. C. Sales & Use Tax.

VENDOR NO	DATE	INVOICE NO	DUE WK.	LOC	P O NO	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	781491				

PURCHASE ORDER	LOC	* TAX	* G/L	* EXPENSE TYPE	** COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE: WORK ORDER	DISTRIBUTION CODE: QUANTITY	* GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	06	264	050	2807								

*REQUIRED ON SINGLE DISTRIBUTION **OPTIONAL ON SINGLE DISTRIBUTION

PSG 2 754

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04255

CONTINUATION SHEET

Monsanto

THE GREENWOOD PLANT

...G REPORT NO. 103

PURCHASE ORDER GC-81491

TO: GRAYBAR ELECTRIC CO.

ORDER DATE 1-31-77

THIS IS SHEET 2 OF THE ABOVE PURCHASE ORDER

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
8.	350	FT.	1¼" AL RIGID CONDUIT.	71.45/C FT	350	0
9.	12	ONLY	3/4" CONDULET #LB29.	1.32 EA.	0	0
10.	12	ONLY	1" CONDULET #LB39.	1.98 EA.	0	0
11.	6	ONLY	1¼" CONDULET #LB49.	3.00 EA.	0	0
12.	12	ONLY	3/4" CONDULET COVER #290.	.42 EA.	0	0
13.	12	ONLY	1¼" CONDULET COVER #490.	.66 EA.	6	0
14.	6	ONLY	1" CONDULET COVER #390.	.54 EA.	0	0
15.	2000	FT.	500 FT. ROLL, MTW OR TFF #AWG 16 WIRE, BLACK.	21.64/M FT	0	0
16.	1	ONLY	2 PLT-416-25P PYLENATIONAL 16 POLE STRAIGHT MALE PLUG.	37.24 EA.	1	0

CONFIRMING

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4000834

Daniel_Smith_04256

ORDERED BY AL GREEN
NOTIFY GREEN - BUD YOUNG

DELIVER TO BLDG.

REQ'N. NO. EN-4753
BUYER GM/DS

Monsanto
THE GREENWOOD PLANT

Receiving Report No. 1636

FROM: GRAYBAR ELECTRIC COMPANY
P.O.BOX 6528, STA. B
GREENVILLE, SOUTH CAROLINA

PURCHASE ORDER NO G7-81491
ORDER DATE 1-31-77
DATE REC'D 2-15-77 DATE OF REPORT 2-15-77
SHIPMENT: 4 COMPLETE ☐ PARTIAL ☐
SHIPPER SAME SHIPPING POINT SAME
VIA T.O. PRO NO.
GROSS WT. PREPAID ☐ COLLECT ☐ AMT.
CAR NO. NO. PIECES

EXCEPTIONS ON DELIVERY
☐ NO P/L

CHECKED BY Tommy Culbertson
RECEIVING FOREMAN

F. O. B. DELV.
ROUTE BESTMETHOD
TERMS 2-10-N-30
DELIVERED DATE REQUIRED 2-11-77
DELIVERY DATE PROMISED 3-1-77
SHEET 1 OF A 2 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	1500	FT.	500 FT. ROLL #1302 ALPHA (2 PR.) CABLE.	51.38/M FT	1500	0
2.	500	FT.	500 FT. ROLL #1309 ALPHA (13 PR.) CABLE.	275.34/M FT.	0	0
3.	2500	FT.	500 FT. ROLL #1308/11 ALPHA (11 PR.) CABLE.	244.00/M FT.	500	0
4.	500	FT.	500 FT. ROLL #1309-15 ALPHA (15 PR.) CABLE.	326.38/M FT.	0	0
5.	500	FT.	500 FT. ROLL #1311 ALPHA (19 PR.) CABLE.	408.00/M FT	500	0
6.	300	FT.	3/4" AL RIGID CONDUIT.	39.19/C FT.	0	0
7.	200	FT.	1" AL RIGID CONDUIT.	53.75/C FT	200	0

☐ This Order Exempt From S. C. Sales & Use Tax Under Exemption No. 4675( )
☐ This Order Subject To 4% S. C. Sales & Use Tax.

VENDOR NO	DATE	INVOICE NO	DUE WK.	LOC	P O NO	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	781491				

PURCHASE ORDER	LOC	TAX	G/L	EXPENSE TYPE	COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE WORK ORDER	DISTRIBUTION CODE QUANTITY	GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	06	264	050	2807								

*REQUIRED ON SINGLE DISTRIBUTION **OPTIONAL ON SINGLE DISTRIBUTION

P410 / 75-A

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04257

CONTINUATION SHEET

Monsanto
THE GREENWOOD PLANT

RECEIVING REPORT NO. 1636

PURCHASE ORDER NO. G7-81491

ORDER DATE 1-31-77

THIS IS SHEET 2 OF THE ABOVE PURCHASE ORDER

TO: GRAYBAR ELECTRIC CO.

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD
8.	350	FT.	1¼" AL RIGID CONDUIT.	71.45/C FT.	50	300
9.	12	ONLY	3/4" CONDULET #LB29.	1.32 EA.	0	0
10.	12	ONLY	1" CONDULET #LB39.	1.98 EA.	0	0
11.	6	ONLY	1¼" CONDULET #LB49.	3.00 EA.	0	0
12.	12	ONLY	3/4" CONDULET COVER #290.	.42 EA.	0	0
13.	12	ONLY	1¼" CONDULET COVER #490.	.66 EA.	0	6
14.	6	ONLY	1" CONDULET COVER #390.	.54 EA.	0	0
15.	2000	FT.	500 FT. ROLL, MTW OR TFF #AWG 16 WIRE, BLACK.	21.64/M FT.	0	0
16.	1	ONLY	2 PLT-416-25P PYLENATIONAL 16 POLE STRAIGHT MALE PLUG.	37.24 EA.	1	0

CONFIRMING

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CR400383

Daniel_Smith_04258

ORDERED BY AL GREEN
NOTE: GREEN - BUD YOUNG

DELIVER TO BLDG.

REC'N. NO. EN-2[illegible]

BUYER GN/DS

MOTOROLA
THE GREENWOOD PLANT

Receiving Report No. 132

FROM: GRAYBAR ELECTRIC COMPANY
P.O.BOX 6528, STA. B
GREENVILLE, SOUTH CAROLINA

PURCHASE ORDER NO G7-81491

ORDER DATE 1-31-77

DATE REC'D 2-17-77 DATE OF REPORT 2-17-77

SHIPMENT 5 COMPLETE ☐ PARTIAL ☑

SHIPPER EMPERIAL SHIP NO. P.O. NEAREST WHSE.

VIA Amt. PRO NO 420122

EXCEPTIONS ON DELIVERY
☐ NO P.L.

CHECKED BY Tommy Gilliam
RECEIVING FOREMAN

GROSS WT 72 PREPAID ☑ COLLECT ☐ AMT 11.38

CAR NO NO. PIECES 1 REEL

F.O.B.	ROUTE	TERMS
DELV.	BESTMETHOD	2-10-N-30

DELIVERED DATE REQUIRED 2-11-77

DELIVERY DATE PROMISED 3-1-77

SHEET 1 OF A 2 PAGE ORDER

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY REC
1.	1500	FT.	500 FT. ROLL #1302 ALPHA (2 PR.) CABLE.	51.38/M FT.	1500	0
2.	500	FT.	500 FT. ROLL #1309 ALPHA (13 PR.) CABLE.	275.34/M FT.	0	0
3.	2500	FT.	500 FT. ROLL #1308/11 ALPHA (11 PR.) CABLE.	244.00/M FT.	500	0
4.	500	FT.	500 FT. ROLL #1309-15 ALPHA (15 PR.) CABLE.	326.38/M FT.	0	0
5.	500	FT.	500 FT. ROLL #1311 ALPHA (19 PR.) CABLE.	402.00/M FT.	0	500
6.	300	FT.	3/4" AL RIGID CONDUIT.	39.19/C FT.	0	0
7.	200	FT.	1" AL RIGID CONDUIT.	53.75/C FT.	200	0

☐ This Order Exempt From S. C. Sales & Use Tax Under Exemption No. 4675( )
☐ This Order Subject To 4% S. C. Sales & Use Tax.

VENDOR NO	DATE	INVOICE NO	DUE WH	LOC	P O NO	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	781491				

PURCHASE ORDER	LOC	TAX	GL	EXPENSE TYPE	COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE: WORK ORDER	DISTRIBUTION CODE: QUANTITY	GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DISCOUNT
	30	06	264	050	2807								

*REQUIRED ON SINGLE DISTRIBUTION **OPTIONAL ON SINGLE DISTRIBUTION

ELECTRONICALLY FILED - 2023 Apr 28 08:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04259

CONTINUATION SHEET

Monsanto

THE GREENWOOD PLANT

RECEIVING REPORT NO. 132

TO: GRAYBAR ELECTRIC CO.

PURCHASE ORDER GZ-81491

ORDER 1-21-77

THIS IS SHEET 2 OF THE ABOVE PURCHASE ORDER

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD
8.	350	FT.	1¼" AL RIGID CONDUIT.	71.45/C FT	350	0
9.	12	ONLY	3/4" CONDULET #LB29.	1.32 EA.	0	0
10.	12	ONLY	1" CONDULET #LB39.	1.98 EA.	0	0
11.	6	ONLY	1¼" CONDULET #LB49.	3.00 EA.	0	0
12.	12	ONLY	3/4" CONDULET COVER #290.	.42 EA.	0	0
13.	12	ONLY	1¼" CONDULET COVER #490.	.66 EA.	0	0
14.	6	ONLY	1" CONDULET COVER #390.	.54 EA.	0	0
15.	2000	FT.	500 FT. ROLL, MTW OR TFF #AWG 16 WIRE, BLACK.	21.64/M FT.	0	0
.	1	ONLY	2 PLT-416-25P PYLENATIONAL 16 POLE STRAIGHT MALE PLUG.	37.24 EA.	1	0

CONFIRMING

ELECTRONICALLY FILED 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04260

ORDERED BY AL GREEN
NOTIFY GREEN - BUD YOUNG

DELIVER TO BLDG.

REQ'N. NO. EN-4753
BUYER GM/DS

Monsanto
THE GREENWOOD PLANT

Receiving Report No. 1876

FROM: GRAYBAR ELECTRIC COMPANY
P.O.BOX 6528, STA. B
GREENVILLE, SOUTH CAROLINA

PURCHASE ORDER NO G7-81491
ORDER DATE 1-31-77
DATE REC'D 2-2-77 DATE OF REPORT 2-2-77
SHIPMENT: 6 COMPLETE ☐ PARTIAL ☐
SHIPPER same SHIPPING POINT same
VIA TD PRO NO
GROSS WT PREPAID ☐ COLLECT ☐ AMT.
CAR NO. NO PIECES

EXCEPTIONS ON DELIVERY
☐ NO P/L

Elliott M. Wells
RECEIVING FOREMAN

F O B DELV. ROUTE BESTMETHOD TERMS 2-10-N-30

DELIVERED DATE REQUIRED 2-11-77 DELIVERY DATE PROMISED 3-1-77

SHEET 1 OF A 2 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	1500	FT.	500 FT. ROLL #1302 ALPHA (2 PR.) CABLE.	51.38/M FT.	1500	0
2.	500	FT.	500 FT. ROLL #1309 ALPHA (13 PR.) CABLE.	275.34/M FT.	0	0
3.	2500	FT.	500 FT. ROLL #1308/11 ALPHA (11 PR.) CABLE.	244.00/M FT.	500	0
4.	500	FT.	500 FT. ROLL #1309-15 ALPHA (15 PR.) CABLE.	326.38/M FT.	0	0
5.	500	FT.	500 FT. ROLL #1311 ALPHA (19 PR.) CABLE.	408.00/M FT.	0	0
6.	300	FT.	3/4" AL RIGID CONDUIT.	39.19/C FT.	0	0
7.	200	FT.	1" AL RIGID CONDUIT.	53.75/C FT.	0	200

☐ This Order Exempt From S. C. Sales & Use Tax Under Exemption No. 4675( )
☐ This Order Subject To 4% S. C. Sales & Use Tax.

VENDOR NO	DATE	INVOICE NO	DUE WK.	LOC	P O NO	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	781491				

PURCHASE ORDER	LOC	TAX *	G-L *	EXPENSE TYPE *	COST CTR OR PROJ **	STD AMT	DISTRIBUTION CODE WORK ORDER	DISTRIBUTION CODE QUANTITY	GROSS AMOUNT *	AMOUNT SUBJECT TO DISCOUNT **	RATE		OTHER DEDUCT
	30	06	264	050	2807								

*REQUIRED ON SINGLE DISTRIBUTION **OPTIONAL ON SINGLE DISTRIBUTION

PSG 7754

ELECTRONICALLY FILED: 2023 Apr 12 8:06 PM RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04261

Monsanto
THE GREENWOOD PLANT

RECEIVING REPORT NO. _____

PURCHASE ORDER NO. GZ-81491

TO: GRAYBAR ELECTRIC CO.

ORDER DATE 1-31-77

THIS IS SHEET 2 OF THE ABOVE PURCHASE ORDER

ITEM NO	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECEIVED
8.	350	FT.	1¼" AL RIGID CONDUIT.	71.45/C FT.	0	350
9.	12	ONLY	3/4" CONDULET #LB29.	1.32 EA.	0	12
10.	12	ONLY	1" CONDULET #LB39.	1.98 EA.	0	12
11.	6	ONLY	1¼" CONDULET #LB49.	3.00 EA.	0	6
12.	12	ONLY	3/4" CONDULET COVER #290.	.42 EA.	0	12
13.	12	ONLY	1¼" CONDULET COVER #490.	.66 EA.	0	12
14.	6	ONLY	1" CONDULET COVER #390.	.54 EA.	0	6
15.	2000	FT.	500 FT. ROLL, MTW OR TFF #AWG 16 WIRE, BLACK.	21.64/M FT	0	2000
16.	1	ONLY	2 PLT-416-25P PYLENATIONAL 16 POLE STRAIGHT MALE PLUG.	37.24 EA.		1

CONFIRMING

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

ORDERED BY AL GREEN
NORLEY GREEN - BUD YOUNG

DELIVER TO BLDG.

REQ'N. NO. EN-4752
BUYER GM/DS

Receiving Report No. 2486

THE GREENWOOD PLANT

FROM: GRAYBAR ELECTRIC COMPANY
P.O.BOX 6528, STA. B
GREENVILLE, SOUTH CAROLINA

PURCHASE ORDER NO G7-81491
ORDER DATE 1-31-77
DATE REC'D 3-8-77 DATE OF REPORT 3-8-77
SHIPMENT S COMPLETE ☐ PARTIAL ☑
SHIPPER GLE-WATERBURY SHIPPING POINT LLO.
VIA URS PRO NO
GROSS WT PREPAID ☑ COLLECT ☐ AMT
CAR NO NO PIECES 1 CTN

EXCEPTIONS ON DELIVERY
☐ NO P/L

CHECKED BY Tommy Gilliland
RECEIVING FOREMAN

F. O. B DELV.
ROUTE BESTMETHOD
TERMS 2-10-N-30
DELIVERED DATE REQUIRED 2-11-77
DELIVERY DATE PROMISED 3-1-77
SHEET 1 OF A 2 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD
1.	1500	FT.	500 FT. ROLL #1302 ALPHA (2 PR.) CABLE.	51.38/M FT.	0	0
2.	500	FT.	500 FT. ROLL #1309 ALPHA (13 PR.) CABLE.	275.34/M FT	0	0
3.	2500	FT.	500 FT. ROLL #1308/11 ALPHA (11 PR.) CABLE.	244.00/M FT	500	0
4.	500	FT.	500 FT. ROLL #1309-15 ALPHA (15 PR.) CABLE.	326.38/M FT	0	0
5.	500	FT.	500 FT. ROLL #1311 ALPHA (19 PR.) CABLE.	408.00/M FT	0	0
6.	300	FT.	3/4" AL RIGID CONDUIT.	39.19/C FT.	0	0
7.	200	FT.	1" AL RIGID CONDUIT.	53.75/C FT.	0	0

☐ This Order Exempt From S. C. Sales & Use Tax Under Exemption No. 4675( )
☐ This Order Subject To 4% S. C. Sales & Use Tax.

VENDOR NO	DATE	INVOICE NO	DUE WK.	LOC	P O NO	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	781491				

PURCHASE ORDER	LOC	TAX	G/L	EXPENSE TYPE	COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE WORK ORDER	DISTRIBUTION CODE QUANTITY	AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	06	264	050	2807								

B3

*REQUIRED ON SINGLE DISTRIBUTION **OPTIONAL ON SINGLE DISTRIBUTION

PSG 2754

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

CONTINUATION SHEET

Monsanto

THE GREENWOOD PLANT

RECEIVING REPORT NO. 2486

PURCHASE ORDER NO. 67-81491

TO: GRAYBAR ELECTRIC CO.

ORDER DATE 1-31-77

THIS IS SHEET 2 OF THE ABOVE PURCHASE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD
8.	350	FT.	1¼" AL RIGID CONDUIT.	71.45/C FT.	0	0
9.	12	ONLY	3/4" CONDULET #LB29.	1.32 EA.	0	0
10.	12	ONLY	1" CONDULET #LB39.	1.98 EA.	0	0
11.	6	ONLY	1¼" CONDULET #LB49.	3.00 EA.	0	0
12.	12	ONLY	3/4" CONDULET COVER #290.	.42 EA.	0	0
13.	12	ONLY	1¼" CONDULET COVER #490.	.66 EA.	0	0
14.	6	ONLY	1" CONDULET COVER #390.	.54 EA.	0	0
15.	2000	FT.	500 FT. ROLL, MTW OR TFF #AWG 16 WIRE, BLACK.	21.64/M FT.	0	0
	1	ONLY	2 PLT-416-25P PYLENATIONAL 16 POLE STRAIGHT MALE PLUG.	37.24 EA.	0	4

CONFIRMING

B3

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP400334

ORDERED BY AL GREEN
NO AL GREEN-CLYDE WRIGHT

DELIVER TO BLDG.

REQ'N. NO. EN-4773
BUYER GM/MW

Monsanto
THE GREENWOOD PLANT

Receiving Report No. 1759

FROM: GRAYBAR ELECTRIC CO., INC.
P.O. BOX 6528, STATION B
GREENVILLE, SC 29606

PURCHASE ORDER NO G7-81838
ORDER DAT 2-14-77
DATE REC'D 2-17-77 DATE OF REPOR 2-17-77
SHIPMENT: COMPLETE ☐ PARTIAL ☑
SHIPPER Alone SHIPPING POINT Charlotte, N.C.
VIA UPS PRO NO
GROSS WT. PREPAID ☐ COLLECT ☐ AMT —
CAR NO NO. PIECES 1 Box

EXCEPTIONS ON DELIVERY
☐ NO P/L

RECEIVING FOREMAN W B [illegible]

F.O.B DELN. ROUTE VENDOR'S DEL. TERMS 2-10-N-30

DELIVERED DATE REQUIRED 2-17-77 DELIVERY DATE PROMISED 3-2-77 SHEET 1 OF A PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	5000	FT.	500 FT. ROLL, MTW OR TFF # AWG.# 16 WIRE, BLACK.	18.53/M FT.	3000	2000
2.	3	ONLY	9001 RN 899** SQ. D. LEGEND PLATE AS FOLLOWS:	1.64/EA	3	0
			1 ONLY (** BLENDER 1 - SM60)			
			1 ONLY (** BLENDER 2 - SM61)			
			1 ONLY (** SM60X)			
			CONFIRMING TELEPHONE ORDER PLACED ON 2-11-77 WITH RICK TOWLES.			

DO NOT BILL SOUTH CAROLINA SALES/USE TAX.
MONSANTO WILL PAY DIRECT UNDER PERMIT NUMBER 4675(19).

VENDOR NO.	DATE	INVOICE NO.	DUE WK	LOC	P.O. NO	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	781838				

PURCHASE ORDER	LOC	TAX	G.L.	EXPENSE TYPE	COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE: WORK ORDER	DISTRIBUTION CODE: QUANTITY	GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	07	264	05[illegible]	2803								

Daniel_Smith_04265

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ORDERED BY AL GREEN
CLYDE WRIGHT, AL GREEN

DELIVER TO BLDG. 5F

REQ'N. ER-4785
BUYER GM/GG

Monsanto
THE GREENWOOD PLANT

Receiving Report No. 2233

PURCHASE ORDER NO G7-82016

ORDER DATE 2/22/77

FROM: TORRES ELECTRIC COMPANY
13 TOWER DRIVE
GREENVILLE, S. C.

DATE REC'D. 3-1-77 DATE OF REPORT 3-1-77

SHIPMENT: COMPLETE ☐ PARTIAL ☐

SHIPPER Some SHIPPING POINT Some

VIA: UPS PRO NO.

EXCEPTIONS ON DELIVERY
☐ NO P/L

CHECKED BY
RECEIVING FOREMAN

GROSS WT. PREPAID ☑ COLLECT ☐ AMT.

CAR NO. NO PIECES 1 CTN

F. O. B. DELV. ROUTE BEST METHOD TERMS 2-10-N/30

DELIVERED DATE REQUIRED 2/25/77 DELIVERY DATE PROMISED 2/25/77 SHEET 1 OF A 1 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	15	ONLY	TYPE "H" HEAVY DUTY CONTACT BLOCK CLARK CAT. #PBT.	8.76 EA.	5	10

CONFIRMING

Picked up by clyde

DO NOT BILL SOUTH CAROLINA SALES/USE TAX. MONSANTO WILL PAY DIRECT UNDER PERMIT NUMBER 4675(19).

VENDOR NO.	DATE	INVOICE NO.	DUE WK.	LOC	P. O. NO.	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
76760				30	782016				

PURCHASE ORDER	LOC	* TAX	** G/L	EXPENSE TYPE	COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE WORK ORDER	DISTRIBUTION CODE QUANTITY	GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	07	264	050	2803								

P3G-2-76-B

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04266

NOTIFY AL GREEN - CLYDE WRIGHT

BUYER EN-4797 GM/DS

Monsanto
THE GREENWOOD PLANT

Receiving Report No. 2897

FROM: GRAYBAR ELECTRIC CO.
P.O.BOX 6528, STA. B
GREENVILLE, S.C.

PURCHASE ORDER NO. G7-82172

ORDER DATE 3-2-77

DATE REC'D 3-18-77 DATE OF REPORT 3-18-77

SHIPMENT: 2 COMPLETE ☐ PARTIAL ☑

SHIPPER same SHIPPING POINT same

VIA: UPS PRO NO

EXCEPTIONS ON DELIVERY
☐ NO P/L

CHECKED BY Elliott M. Wentz
RECEIVING FOREMAN

GROSS WT. PREPAID ☐ COLLECT ☐ AMT. .74

CAR NO. NO. PIECES 1 pkg

F. O. B. DELV. ROUTE BEST METHOD TERMS 2-10-N-30

DELIVERED DATE REQUIRED 2-28-77 DELIVERY DATE PROMISED 3-16-77

SHEET 1 OF A 1 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	5	PKG.	WIRE MARKERS, BRADY PORTA-PACK #PWM-PK4.	4.24/PKG.	5	0
2.	4	PKG.	WIRE MARKERS, BRADY PORTA-PACK #PWM-PK13.	4.24/PKG.	4	0
3.	50	CARDS	WIRE MARKERS - BRADY WM-H CAP.	32.20/C CARDS	0	0
4.	50	CARDS	WIRE MARKERS - BRADY WM-N CAP.	32.20/C CARDS	0	19
5.	25	CARDS	WIRE MARKERS - BRADY WM-X CAP.	32.20/C CARDS	0	0

CONFIRMING

Clyde Picked up

DO NOT BILL SOUTH CAROLINA SALES/USE TAX. MONSANTO WILL PAY DIRECT UNDER PERMIT NUMBER 4675(19).

VENDOR NO.	DATE	INVOICE NO.	DUE WK.	LOC	P. O. NO.	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	782172				

PURCHASE ORDER	LOC	TAX	G L	EXPENSE TYPE	COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE: WORK ORDER	DISTRIBUTION CODE: QUANTITY	GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	06	264	050	2803								

P&C 2-76-5

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04267

ORDERED BY AL GREEN
NOTIFY AL GREEN - CLYDE WRIGHT

DELIVER TO BLDG.

REQ'N. NO. EN-4797
BUYER GM/DS

Monsanto
THE GREENWOOD PLANT

Receiving Report No. 3127

FROM: GRAYBAR ELECTRIC CO.
P.O.BOX 6528, STA. B
GREENVILLE, S.C.

PURCHASE ORDER NO. G7-82172
ORDER DATE 3-2-77
DATE REC'D 3-24-77 DATE OF REPORT 3-24-77
SHIPMENT: 3 COMPLETE ☐ PARTIAL ☐
SHIPPER same SHIPPING POINT: same
VIA: UPS PRO. NO.
GROSS WT. PREPAID ☑ COLLECT ☐ AMT. .82
CAR NO. NO. PIECES 1 ctn

EXCEPTIONS ON DELIVERY
☐ NO P/L

Elliott Murdaugh
RECEIVING FOREMAN

F. O. B. DELV. ROUTE BEST METHOD TERMS 2-10-N-30

DELIVERED DATE REQUIRED 2-28-77
DELIVERY DATE PROMISED 3-16-77

SHEET 1 OF A 1 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	5	PKG.	WIRE MARKERS, BRADY PORTA-PACK #PWM-PK4.	4.24/PKG.	0	5
2.	4	PKG.	WIRE MARKERS, BRADY PORTA-PACK #PWM-PK13.	4.24/PKG.	4	0
3.	50	CARDS	WIRE MARKERS - BRADY WM-H CAP.	32.20/C CARDS	0	0
4.	50	CARDS	WIRE MARKERS - BRADY WM-N CAP.	32.20/C CARDS	0	0
5.	25	CARDS	WIRE MARKERS - BRADY WM-X CAP.	32.20/C CARDS	0	0

CONFIRMING

Clyde

DO NOT BILL SOUTH CAROLINA SALES/USE TAX.
MONSANTO WILL PAY DIRECT UNDER PERMIT
NUMBER 4675(19).

VENDOR NO.	DATE	INVOICE NO.	DUE WK.	LOC	P. O. NO.	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32377				30	782172				

PURCHASE ORDER	LOC	* TAX	** G/L	* EXPENSE TYPE	* COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE: WORK ORDER	DISTRIBUTION CODE: QUANTITY	* GROSS AMOUNT	* AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	06	264	050	2803								

PSG-2-78-5

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04268

ORDERED BY AL GREEN | DELIVER TO BLDG. | REQ'N. NO. EN-4868
NOTIFY AL GREEN, BUD YOUNG | BUYER GM/GG

Monsanto
THE GREENWOOD PLANT

Receiving Report No.

PURCHASE ORDER NO. G7-82957
ORDER DATE 4/1/77

FROM: GRAYBAR ELECTRIC COMPANY
P. O. BOX 6528, STATION B
GREENVILLE, S. C.

DATE REC'D. | DATE OF REPORT
SHIPMENT: COMPLETE ☐ PARTIAL ☐
SHIPPER | SHIPPING POINT:
VIA: | PRO. NO.
GROSS WT. | PREPAID ☐ COLLECT ☐ AMT.
CAR NO. | NO. PIECES

EXCEPTIONS ON DELIVERY
☐ NO P.L.
CHECKED BY:
RECEIVING FOREMAN:

F. O. B. DELV. | ROUTE | TERMS VENDOR'S DEL. 2-10-N/30

DELIVERED DATE REQUIRED 4/11/77 | DELIVERY DATE PROMISED 4/11/77 | SHEET 1 OF A 1 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD
1.	10	ONLY	TYPE SC SCREW COVER PULL BOX SIZE 12"X6"X4".	3.83 EA.		
			CONFIRMING			

DO NOT BILL SOUTH CAROLINA SALES/USE TAX. MONSANTO WILL PAY DIRECT UNDER PERMIT NUMBER 4675(19).

VENDOR NO.	DATE	INVOICE NO.	DUE WK.	LOC	P. O. NO.	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32375				30	782957				

PURCHASE ORDER	LOC	* TAX	** G/L	* EXPENSE TYPE	* COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE WORK ORDER	DISTRIBUTION CODE QUANTITY	* GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	06	264	050	2807								

PSG-2-78-5

Daniel_Smith_04269

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ORDERED BY AL GREEN
NOTIFY BUD YOUNG
GREEN,

DELIVER TO BLDG.

REQ'N. EM-5032
BUYER GM/GG

Monsanto
THE GREENWOOD PLANT

Receiving Report No.

PURCHASE ORDER NO. G7-84528

ORDER DATE 6-9-77

FROM: GRAYBAR ELECTRIC COMPANY
P. O. BOX 6528, STATION B
GREENVILLE, S. C. 29606

DATE REC'D. | DATE OF REPORT

SHIPMENT: COMPLETE ☐ PARTIAL ☐

SHIPPER | SHIPPING POINT:

VIA | PRO. NO.

EXCEPTIONS ON DELIVERY
☐ NO P/L

CHECKED BY:

RECEIVING FOREMAN:

GROSS WT. | PREPAID ☐ COLLECT ☐ AMT.

CAR NO. | NO. PIECES

F. O. B. DELV. | ROUTE BEST METHOD | TERMS 2-10-N/30

DELIVERED DATE REQUIRED 6-7-77 | DELIVERY DATE PROMISED 6-29-77 | SHEET 1 OF A 1 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	17	ONLY	314XC248PL STRUTHERS -DUNN RELAY 110V. AC COIL, SPDT WITH PILOT.	12.45 EA.		
2.	17	ONLY	CURTIS RELAY MTG. SOCKET #RS 11.	3.70 EA.		

CONFIRMING

DO NOT BILL SOUTH CAROLINA SALES/USE TAX.
MONSANTO WILL PAY DIRECT UNDER PERMIT
NUMBER 4675(19).

VENDOR NO.	DATE	INVOICE NO.	DUE WK	LOC	P. O. NO.	AMOUNT SUBJECT TO DISCOUNT	RATE	OTHER DISCOUNT	
32375				30	784528				

PURCHASE ORDER	LOC	* TAX	** G/L	* EXPENSE TYPE	* COST CTR OR PROJ	STD AMT	DISTRIBUTION CODE WORK ORDER	DISTRIBUTION CODE QUANTITY	* GROSS AMOUNT	AMOUNT SUBJECT TO DISCOUNT	RATE		OTHER DEDUCT
	30	07	264	050	2803								

PSG-2 76-S

ELECTRONICALLY FILED - 2023 Apr 12 8:06 AM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Daniel_Smith_04270

ORDERED BY AL GREEN
GREEN, BUD YOUNG

DELIVER TO BLDG.

REQ'N PM-5032
BUYER GM/CG

Monsanto
THE GREENWOOD PLANT

Receiving Report No. 6015

PURCHASE ORDER NO G7-84528

ORDER DATE 6-9-77

DATE REC'D 6-9-77 DATE OF REPORT 6-10-77

SHIPMENT 1 COMPLETE ☐ PARTIAL ☒

SHIPPER Some SHIPPING POINT Some

VIA T. D. PRO NO

FROM: GRAYBAR ELECTRIC COMPANY
P. O. BOX 6528, STATION E
GREENVILLE, S. C. 29606

EXCEPTIONS ON DELIVERY
NO P/L

CHECKED BY J. Dendy
RECEIVING FOREMAN

GROSS WT. PREPAID ☐ COLLECT ☐ AMT.

CAR NO. NO PIECES

F. O. B DELV. ROUTE BEST METHOD TERMS 2-10-N/30

DELIVERED DATE REQUIRED 6-7-77 DELIVERY DATE PROMISED 6-29-77 SHEET 1 OF A 1 PAGE ORDER

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	BALANCE DUE	QUANTITY RECD.
1.	17	ONLY	314XC#48PL STRUTHERS -DUNN RELAY 110V. AC COIL, SPDT WITH PILOT.	12.45 EA.	17	0
2.	17	ONLY	CURTIS RELAY MTG. SOCKET #RS 11.	3.70 EA.	0	17

CONFIRMING

Green

DO NOT BILL SOUTH CAROLINA SALES/USE TAX.
MONSANTO WILL PAY DIRECT UNDER PERMIT
NUMBER 4675 (S).

VENDOR NO	DATE	INVOICE NO	DUE WK	LOC	P.O. #	AMOUNT	RATE	OTHER (EXPLAIN)	
32375				30	7G-528				

PURCHASE ORDER			ACCT NO	LABOR ACCT NO	PRO AMT	ACCOUNTING DEPT		ENGR AMOUNT	PROJ NO	DEPT		OTHER DEPART
	30	07	264	050	2803							

Daniel Smith 04271

ELECTRONICALLY FILED - 2023 Apr 12 8:06 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
MELVIN G. WELCH and **DONNA B. WELCH,**	)	**C/A NO. 2022-CP-40-03834**
Plaintiffs,	)	*In Re:* Asbestos Personal Injury Litigation Coordinated Docket
v.	)	**RESPONSE IN OPPOSITION TO DEFENDANT ATLAS TURNER, INC.'S MOTION FOR PROTECTIVE ORDER**
3M COMPANY, et al.	)	
Defendants.	)	

Plaintiffs Melvin and Donna Welch ("Plaintiffs"), by and through the undersigned counsel, hereby files this Response in Opposition to Defendant Atlas Turner, Inc.'s Motion for Protective Order. For the reasons expressed herein, Plaintiffs respectfully request that this Court deny Atlas' motion for protective order and direct Atlas to prepare and produce a corporate representative for deposition.[1]

I. INTRODUCTION and RELEVANT BACKGROUND FACTS

Plaintiffs filed their initial Complaint, naming Atlas Turner, Inc., and Atlas Asbestos Co. (hereinafter, "the Atlas entities") on July 25, 2022. Therein, Plaintiffs alleged that Melvin Welch developed mesothelioma as a result of his repeated exposure to asbestos-containing products and/or materials manufactured, sold, and/or distributed by the Atlas entities.

In response to Plaintiffs' Complaint, the Atlas entities moved to have Plaintiffs' Complaint dismissed as a result of an alleged lack of personal jurisdiction. Acknowledging the Atlas entities' challenge to this Court exercising personal jurisdiction over them, Plaintiffs tailored a 30(b)(6) deposition notice designed to address Plaintiffs' outstanding and unanswered questions regarding

[1] Atlas has wholly refused to participate in discovery of any kind in this case. For example it has not answered master discovery, tendered (or retained) experts, produced documents, or tendered its 30(b)(6) designee for deposition.

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the Atlas entities' presence in South Carolina and the entities' sale of products into the state. **Ex. 1**, Plaintiffs' Notice of 30(b)(6) Deposition of Defendant Atlas Turner, Inc. and Subpoena Duces Tecum; **Ex. 2**, Plaintiffs' Notice of 30(b)(6) Deposition of Defendant Atlas Asbestos Co. and Subpoena Duces Tecum.[2] Plaintiffs are entitled to discovery regarding the merits of Plaintiffs' allegation against Atlas as Plaintiffs have gathered testimony and documents reflecting sales of products into South Carolina. As such, this Court could rightly exercise specific personal jurisdiction over Atlas such that its due process rights would not be infringed.

Additionally, Atlas improperly seeks to preclude Plaintiffs from prosecuting their case because Atlas claims that the law of Quebec Canada, specifically the Quebec Business Concerns Records Act ("QBCRA"), operates to preclude this Court from exercising jurisdiction over Atlas. As Judge Joe Anderson, United States District Judge for the District of South Carolina wrote when addressing the QBCRA in 1988 "[a] United States court has the power to order any party within its jurisdiction to testify or produce documents regardless of a foreign sovereign's views to the contrary." *Lyons v Bell Asbestos Mines, Ltd*. 119 F.R.D. 384 (D.S.C. 1988); *see also Cent. Wesleyan Coll. v. W.R. Grace & Co.*, 143 F.R.D. 628, 645 (D.S.C. 1992) aff'd, 6 F.3d 177 (4th Cir. 1993) (finding "that Defendants have failed to make an adequate showing that the QBCRA is in fact applicable to Plaintiff's discovery requests in the instant case or would preclude any discovery as may be approved by this court.").

In the instant motion, the Atlas entities request that they be absolved from their obligation to prepare and produce a corporate representative for deposition on multiple bases, including not

[2] As more fully set forth in Plaintiffs' Opposition to Defendant's Motion for Summary Judgement, there is no question that Atlas sold asbestos containing products to this state. As the attached documents show, Atlas not only sold products into this state, but also sold products to the very insulation contractors at issue in this case, including but not limited to Covil Corporation and Guy M Beaty (n/k/a Beaty Investments, Inc.) *See* e.g. invoices reflecting sales of Atlas products; *see also* document detailing Guy M Beaty and Covil Insulation as being two primary insulation contractors using Atlas Products attached as **Exs. 3-5.**

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having former employees with personal knowledge of the issues outlined in Plaintiffs' 30(b)(6) notice and an alleged probation from producing a corporate representative and documents pursuant to the Quebec Business Concerns Records Act (QBCRA).

Similarly, the Atlas entities cannot sidestep their obligation based on an alleged absence of an individual with personal knowledge to discuss the topics outlined in Plaintiff's 30(b)(6) Notices. South Carolina Rule of Civil Procedure 30(b)(6) requires the Atlas entities to designate one or more fully prepared witnesses to testify regarding the matters of examination. Finally, the QBCRA does not require this Court to enter a protective order preventing Plaintiffs from deposing the Atlas entities' corporate designee(s) or relieving the Atlas entities of their discovery obligations to produce documents responsive to Plaintiff's discovery request. Consequently, the Atlas entities' motion for protective order must be denied.

II. ARGUMENT and AUTHORITIES

1. The Atlas entities have failed to demonstrate good cause supporting entry of a protective order.

Under South Carolina Rule of Civil Procedure 26(b)(1), "Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action." "[A]bsent exceptional circumstances, protective orders should not serve to interfere' with court proceedings." *Fanelli v. Centenary College*, 211 F.R.D. 268, 270 (D.N.J. 2002) (quoting *In re Grand Jury*, 286 F.3d 153, 159 (3d Cir. 2002)). Courts have the discretion to issue protective orders only if the movant shows good cause that justice requires the order and that the order is necessary "to protect a party or person from annoyance, embarrassment, oppression, or undue burden." SCRCP 26(c). The party requesting a protective order "must initially show good cause by alleging a particularized harm which will result if the challenged discovery is had." *Hamm v. South Carolina Public Service Comm.*, 312 S.C. 238, 241-242, 439 S.E.2d 852, 854 (S.C. 1994).

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

"The burden of showing good cause rests with the party requesting the protective order. The party must make a particular request and a specific demonstration of facts in support of the request as opposed to conclusory or speculative statements about the need for a protective order." *Brittain v. Stroh Brewery Co.*, 136 F.R.D. 408, 412 (M.D.N.C. 1991). *See also S.E.C. v. Dowdell*, 144 Fed. Appx. 716 (10th Cir. 2005)(Court denied the requested protective order, finding that movant failed to show good cause when it failed to demonstrate a particular or specific injury, and instead only speculated on possibility of business loss.); *Jennings v. Family Management*, 201 F.R.D. 272 (D.D.C. 2001) (good cause did not exist and court would not issue a protective order when claims were conclusory and filled with conjecture and speculation). If a movant is able to meet this burden and shows good cause for a protective order, "the party seeking the discovery must [then] come forward and show that the information sought 'is both relevant and necessary to the case. When both parties meet their burden of proof, the court must weigh the opposing factors.'" *Hamm v. South Carolina Public Service Comm*., 312 S.C. 238, 241-242, 439 S.E.2d 852, 854 (S.C. 1994). "Absent a strong showing of good cause and extraordinary circumstances, a court should not prohibit altogether the taking of a deposition." *Motsinger v. Flynt*, 119 F.R.D. 373, 378 (M.D.N.C. 1988).

In support of their Motion, the Atlas entities have offered no evidence to support the proposition that having them appear for their depositions would be overly burdensome or inconvenient. Although the Atlas entities cite a number of alleged reasons why they should not be required to comply with their discovery obligations, none of those reasons are sufficient support the entry of a protective order.

First, the Atlas entities insist that requiring them to prepare and produce a corporate representative when they have challenged this Court's authority to exercise personal jurisdiction

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

over them violates the Atlas entities' due process rights. This argument is without merit. A thorough review of Plaintiffs' deposition notices reveal that Plaintiffs are simply attempting to conduct the discovery to which they are entitled, which includes jurisdictional and merits-based discovery. It is within the Court's discretion to stay consideration of a motion to dismiss for lack of personal jurisdiction to allow the parties additional time to engage in discovery relevant to the jurisdictional issue *when there is some basis for believing additional discovery would be fruitful. See 4 Charles A. Wright & Arthur R. Miller, Fed. Prac. & Proc. Civ.* § 1067.6 (4th ed. 2020). *See also Toys 'R' Us v. Step Two, S.A.,* 318 F.3d 446, 456 (3d Cir. 2003) (finding that jurisdictional discovery should be granted "[i]f a plaintiff presents factual allegations that suggest with reasonable particularity the possible existence of the requisite contacts.")

Since the filing of Plaintiff's initial Complaint, Plaintiff has alleged that the Atlas entities "mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. See **Ex. 6**, Complaint, 7/25/22, at ¶¶ 26-27, pgs. 15-16. The parties are in the early stages of discovery and the Atlas entities have not even responded to South Carolina's Standard Discovery Requests. While the affidavits submitted with the Atlas entities' motions to dismiss assert that the entities "never mined or milled asbestos", they also admit that the entities manufactured asbestos-containing products with no assertion that those products were never sold and/or shipped to South Carolina. See **Ex. 7**, Richard Dufour Affidavit, 9/7/22. Each of the deposition notices directed to the Atlas entities request testimony regarding "[w]hether it is more likely than not that any asbestos or asbestos-containing materials or products (including insulation contracting as a service, or insulation sold as a product, or otherwise) sold or distributed by Defendant would be used by, or

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

purchased by, any person or entity with its ultimate use in South Carolina and the basis for your answer." **Ex. 1,** at pg. 4, ¶ 8; **Ex. 2,** at pg. 4, ¶ 8. This is the very type of inquiry not answered by the affidavits submitted by the Atlas entities and the type of information which may subject the Atlas entities to this Court's jurisdiction. Consequently, the Atlas entities' challenge to this Court's exercise of personal jurisdiction does not absolve the Atlas entities of their obligation to respond to discovery.

As additional support for its motion, the Atlas entities argue that they have no one to designate as a corporate witness; thus, it should be excused from preparing and producing a corporate representative for deposition. This argument is without merit and in contrast to applicable law.

South Carolina has adopted, for the most part, the Federal Rules of Civil Procedure. South Carolina's Rules of Civil Procedure as to discovery are, therefore, virtually identical to the Federal Rules as were the former Circuit Court Rules. The South Carolina Supreme Court has held that the trial court should look to the federal decisions for the interpretation of our Rules of Civil Procedure. *See Gardiner v. Newsome Chevrolet-Buick, Inc.,* 340 S.C. 328, 404 S.E.2d 200 (S.C. 1991), citing Lightsey & J. Flanagan, *South Carolina Civil Procedure,* (2d ed. 1985). (Since our Rules of Procedure are based on the Federal Rules, where there is no South Carolina law, we look to the construction placed on the Federal Rules of Civil Procedure); *Hodge v. Myers,* 255 S.C. 542, 180 S.E.2d 203, 206 (1971), in which the Court held that "litigants and attorneys should be allowed liberal discovery" and that the requested discovery "would help the parties in their quest of the whole truth;" and *Dunbar v. Vandermore,* 295 S.C. 493, 369 S.E.2d 150 (Ct. App. 1988) (federal case law should be persuasive in interpreting the rules.) It is elementary that under the Rules of Civil Procedure that parties are granted broad freedom to conduct discovery.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

According to Federal Rule of Civil Procedure 30(b)(6), which is substantially similar to SCRCP 30(b)(6), when a party has created a 30(b)(6) notice and identified the matters of examination with reasonable particularity, the responding party must produce one or more designated witnesses. Fed. R. Civ. P. 30(b)(6). Those witnesses must be fully prepared to testify regarding the matters of examination. Fed. R. Civ. P. 30 Advisory Committee's Note, Sub. (b)(6) (1970 Amendment); *United States v. Taylor,* 166 F.R.D. 356, 361, aff'd 166 F.R.D. 356, 367 (M.D.N.C. 1996); *Prokosch v. Catalina Lighting, Inc.,* 193 F.R.D. 633, 638 (D. Minn. 2000). Because the universe of institutional knowledge does not typically exist in any one person, Rule 30(b)(6) requires the responding party to compile the information you requested in one or more people who will testify. Fed. R. Civ. P. 30 Advisory Committee's Note, Sub. (b)(6) (1970 Amendment). This responsibility ensures that the requesting party does not have to depose an endless list of employees to locate information that is relevant. *Id.*; see also, *United States v. Taylor,* 166 F.R.D. 356, 361, aff'd 166 F.R.D. 367 (M.D.N.C. 1996).

Contrary to the Atlas entities' position, the party responding to a 30(b)(6) deposition notice has "absolutely no right...to refuse to designate a witness." *Ecclesiastes 9:10-11-12, Inc. v. LMC Holding Co.*, 497 F.3d 1135, 1148 (10th Cir. 2007). Further, an inadequate Rule 30(b)(6) designation is treated in the same way as a refusal or failure to answer a deposition question. *Calzaturficio S.C.A.R.P.A. s.p.a. v. Fabino Shoe Co.*, 201 F.R.D. 33, 41 (D. Mass 2001). Failure to produce a witness who is both prepared and has authority to speak on behalf of the organization is tantamount to failure to appear at the deposition. *T & W Funding Co., XII v. Pennant Rent-A-Car Midwest, Inc*., 210 F.R.D. 730, 735 (D. Kan. 2002). The responding party must prepare its witnesses to provide the organization's knowledge and positions, not only about facts, but also about the organization's subjective beliefs, opinions, interpretation of documents,

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

and interpretation of events. *Lapenna v. Upjohn Co.,* 110 F.R.D. 15, 20 (E.D. Pa. 1986; see also, *Alexander v. F.B.I,* 186 F.R.D. 148 (D.D.C. 1999*)*; *Mitsui & Co. (U.S.A.),* 93 F.R.D. at 66-67; Donald E. Frechette, "Beware of Fed. R. Civ. P 30(b)(6) Deposition," *For the Defense* 38 (2000); *Wilson Land Corp. V. Smith Barney, Inc.*, 2001 WL 1745241 (E.D.N.C.); *United States v. Taylor*, 166 F.R.D. 356, 360 (M.D.N.C. 1996) aff'd, 166 F.R.D. 367 (M.D.N.C. 1996); *Calzaturficio S.C.A.R.P.A. s.p.a. v. Fabiano Shoe Co.*, 201 F.R.D. 33, 37 (D. Mass 2001).

Like the Atlas entities have done here, the responding party is not permitted to undermine Rule 30(b)(6) by asserting that no witnesses is available who personally has direct knowledge concerning the areas of inquiry. *United States v. Taylor,* 166 F.R.D. 356, 362 (M.D.N.C. 1996), aff'd, 166 F.R.D. 367 (M.D.N.C. 1996); *Prokosch v. Catalina Lighting, Inc.,* 193 F.R.D. 633, 638 (D. Minn. 2000); *Pham v. Hartford Fire Ins. Co.*, 193 F.R.D. 659, 663 (D. Colo. 2000). In fact, the witness does not need to have *any* personal knowledge of the matter in issue. *QBE Ins. Corp. v. Jorda Enterprises, Inc.*, 277 F.R.D. 676, 691 (S.D. Fla. 2012); *Federal Civil Rules Handbook*, 2012 Ed. at 838. **The Rule makes plain its preference that a party not subvert the beneficial purposes of the Rule by simply incanting that no witness is available who personally has direct knowledge concerning all of the areas of inquiry.** *Prokosch v. Catalina Lighting, Inc.,* 193 F.R.D. 633, 638 (D. Minn. 2000) (emphasis added).

The responding party's duty to prepare a Rule 30(b)(6) witness "goes beyond matters personally known to the designee or to matters in which the designated witness was personally involved." *QBE Ins. Corp. v. Jorda Enterprises, Inc.,* 277 F.R.D. 676, 689 (S.D. Fla. 2012) (citing *Wilson v. Lakner,* 228 F.R.D. 524 (D. Md. 2005)). The testimony of a Rule 30(b)(6) witness represents the *collective knowledge of the organization*, not the specific witness's knowledge. Regardless of whether the people whom the responding party designates have any personal

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

knowledge of the matters in the deposition notice, the responding party must prepare its witnesses to provide non-evasive, complete, and binding answers for the organization. *Calzaturficio S.C.A.R.P.A. s.p.a. v. Fabiano Shoe Co.*, 201 F.R.D. 33, 36 (D. Mass 2001); *Buycks-Roberson v. Citibank Fed. Sav. Bank,* 162 F.R.D. 338, 343 (N.D. Ill. 1995).

According to federal courts across the nation, the organization—the Atlas entities here—has the following duty: to make a conscientious, good-faith effort to designate knowledgeable persons for Rule 30(b)(6) depositions and prepare them to fully and unevasively answer questions about the designated subject matter. *Great Am. Ins. Co. of New York v. Vegas Const. Co.,* 251 F.R.D. 534, 539 (D. Nev. 2008) (citing *Starlight International, Inc. v. Herlihy,* 186 F.R.D. 626, 639 (D. Kan. 1999); *Dravo Corp. v. Liberty Mut. Ins. Co.,* 164 F.R.D. 70, 75 (D. Neb. 1995); *in re Vitamins Antitrust Litig.,* 216 F.R.D. 168, 172 (D.D.C. 2003); see also, *Mitsui & Co. (U.S.A.) v. Puerto Rico Water Res. Auth.*, 93 F.R.D. 62, 67 (D.P.R. 1981); Fed R. Civ. P. 30(b)(6). In other words, a responding party is expected to *create* an appropriate witness or witnesses to testify about all information that the organization knows. Fed. R. Civ. P. 30(b)(6) advisory committee's note, Sub. (b)(6) (1970 Amendment); *QBE Ins. Corp. v. Jorda Enterprises, Inc.*, 277 F.R.D. 676, 689 (S.D. Fla. 2012) (citing *Wilson v. Lakner,* 228 F.R.D. 524, 528 (D. Md 2005)).

Consequently, the Atlas entities' request that they be relieved of their obligation to prepare and produce a corporate designee for deposition based on an alleged lack of former employees with personal information is of no moment and is an insufficient basis for the broad protective order sought by the Atlas entities.

Moreover, the Atlas entities have failed to articulate any prejudice that it will suffer from sitting for the deposition requested by Plaintiffs. Permitting the deposition to go forward may, at most, inconvenience the Atlas entities' counsel but there is no indication that the Atlas entities will

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

be prejudiced. Inconvenience of counsel is not a compelling hardship sufficient to justify the entry of a protective order. *Devlin v. Transp. Commc'ns Int'l Union*, 95 CIV. 0752 JFK JCF, 2000 WL 28173 (S.D.N.Y. Jan. 14, 2000).

2. This Court may exercise specific personal jurisdiction over the Atlas entities.

The Court should reject the Atlas entities' challenge to the Court's jurisdiction. It is premised on the incorrect assertion that Plaintiffs lack evidence of Melvin Welch's exposure to asbestos attributable to the Atlas entities in South Carolina. As Mr. Welch was exposed to asbestos-containing products and materials supplied by the Atlas entities at various industrial sites in South Carolina, and because Atlas sold asbestos-containing products and materials into South Carolina, this Court may properly exercise personal jurisdiction in this case.

The determination of whether a court may exercise personal jurisdiction over a nonresident defendant involves a two-step analysis. *Hammond v. Butler, Means, Evins & Brown,* 300 S.C. 458, 462, 388 S.E.2d 796, 798 (1990). The nonresident defendant's conduct must meet the requirements of South Carolina's long-arm statute and the exercise of jurisdiction must comport with the requirements of the Due Process Clause. *Id.*; *Moosally*, 358 S.C. at 328, 594 S.E.2d at 882. The South Carolina long-arm "affords broad power to exercise personal jurisdiction over causes of action arising from tortious injuries in South Carolina, has been construed to extend to the outer limits of the due process clause." *Moosally*, 358 S.C. at 329, 594 S.E.2d at 883.

Section 36-2-803(A) of the South Carolina Code, which provides for specific jurisdiction over a person based on specific conduct relating to the underlying legal claims, provides in pertinent part as follows:

> A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's:
>
> (1) transacting any business in this State;

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

> (2) contracting to supply services or things in the State;
>
> […]
>
> (7) entry into a contract to be performed in whole or in part by either party in this State;
> (8) production, manufacture, or distribution of goods with the reasonable expectation that those goods are to be used or consumed in this State and are so used or consumed.

South Carolina's long-arm statute has been construed to extend to the full limits of due process. *S. Plastics Co. v. S. Commerce Bank,* 310 S.C. 256, 260, 423 S.E.2d 128,130-31 (1992). Therefore, the statutory requirements for personal jurisdiction merge with the constitutional inquiry. *See Consulting Engineers Corp. v. Geometric Ltd.*, 561 F.3d 273, 277 (4th Cir. 2009); *ALS Scan, Inc. v. Digital Serv. Consultants, Inc.*, 293 F.3d 707, 710 (4th Cir. 2002).

Jurisdiction may properly be exercised under the Due Process Clause when a defendant has "minimum contacts" with the forum state. *See Asahi Metal Industry Co. v. Superior Court of California*, 480 U.S. 102, 108-09 (1987); *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474 (1985); *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 291 (1980). Specific jurisdiction may be exercised when the defendant purposefully directs his activities at residents of the forum and the litigation results from alleged injuries that "'arise out of or relate to'" those activities. *Burger King*, 471 U.S. at 472 (quoting *Helicopteros Nacionales de Columbia S.A. v. Hall*, 466 U.S. 408, 414 (1984)). The requirement that a defendant purposely direct conduct at the forum state ensures that the defendant's connection with the forum state is sufficient to cause the defendant to "reasonably anticipate being haled into court there." *World–Wide Volkswagen*, 444 U.S. at 297.

Specific jurisdiction requires "that the relevant conduct have such a connection with the forum state that it is fair for the defendant to defend itself in that state." *CFA Inst. v. Inst. of*

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Chartered Fin. Analysts of India, 551 F.3d 285, 292 at n.15 (4th Cir. 2009). A court may exercise specific jurisdiction when the cause of action "arises out of the defendant's contacts with the forum." *Saudi v. Northrop Grumman Corp.*, 427 F.3d 271, 276 (4th Cir. 2005). The determination of whether jurisdiction is appropriate depends on the facts and circumstances of each case. *See Walden v. Fiore*, 134 S. Ct. 1115, 1121 (2014) (holding that the specific jurisdiction inquiry necessitates a study of the interconnection between the defendant, the forum, and the litigation); *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 485–86 (1985). Extension of specific jurisdiction requires consideration of three factors: "(1) the extent to which the defendant purposefully availed itself of the privilege of conducting activities in the forum state; (2) whether the plaintiff's claims arise out of those activities; and (3) whether the exercise of personal jurisdiction is constitutionally reasonable." *Tire Eng'g & Distribution*, 682 F.3d at 301–02; *see also Universal Leather*, 773 F.3d at 559.

The "purposeful availment" requirement ensures that "a defendant will not be haled into a jurisdiction solely as a result of random, fortuitous, or attenuated contacts." *Burger King*, 471 U.S. at 475 (internal quotation marks omitted). Rather, a defendant's conduct and connection to the forum must be "such that [it] should reasonably anticipate being haled into court there." *Universal Leather*, 773 F.3d at 559 (quoting *Fed. Ins. Co. v. Lake Shore Inc.*, 886 F.2d 654, 658 (4th Cir. 1989)). If a defendant has created a "substantial connection" to the forum, then it has purposefully availed itself of the privilege of conducting business there. *See Diamond Healthcare of Ohio, Inc. v. Humility of Mary Health Partners*, 229 F.3d 448, 450 (4th Cir. 2000); *ESAB Grp., Inc. v. Centricut, Inc.*, 126 F.3d 617, 625 (4th Cir. 1997) (holding that "contacts related to the cause of action must create a 'substantial connection' with the forum state, although this connection need not be as extensive as is necessary for general jurisdiction" (citation omitted)). The connection to the forum "must arise out of contacts that the defendant *himself* creates with the

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

forum State." *Walden*, 134 S. Ct. at 1122 (quoting *Burger King*, 471 U.S. at 475) (internal quotation marks omitted).

This case involves the stream-of-commerce theory of specific personal jurisdiction. Sufficient minimum contacts exist and a "forum State does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum State." *World-Wide Volkswagen*, 444 U.S. at 29l-98. "[I]f the sale of a product of a manufacturer . . . is not an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve directly or indirectly, the market for its product in other States, it is not unreasonable to subject it to suit in one of those States if its allegedly defective merchandise" causes injury there. *Id.* at 297. Under the stream of commerce theory, a defendant has minimum contacts with the forum when it purposefully ships a product into the forum state through an "established distribution channel." *Akeva L.L.C. v. Mizuno Corp.*, 199 F. Supp. 2d 336, 339 (M.D.N.C. 2002) (quoting *Beverly Hills Fan Co. v. Royal Sovereign Corp.,* 21 F.3d 1558, 1565 (Fed.Cir. 1994)).

In this Circuit, sales of asbestos products in the forum state have been found sufficient to confer personal jurisdiction over the defendant manufacturer. *See, e.g.*, *Lineberger v. CBS Corp.*, No. 1:16CV390, 2017 WL 3883712, at *1 (W.D.N.C. Aug. 14, 2017), *report and recommendation adopted*, No. 1:16-CV-00390-MR-DLH, 2017 WL 3879092 (W.D.N.C. Sept. 5, 2017) (allegations that the defendant sold asbestos products in North Carolina and the plaintiff was exposed to those products while working in North Carolina were sufficient to state a prima facie case of specific personal jurisdiction).

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Recently, in *Ford Motor Co. v. Montana Eighth Judicial District Court*, ---U.S.---, 141 S. Ct. 1017 (2021), the Supreme Court held that a plaintiff need not show a strict causal connection between his claims and the defendant's forum-state product sales as long as there is a relationship between the defendant, the forum, and the litigation. *Ford Motor Co.* involved two separate cases against Ford brought by plaintiffs who were injured in their home states in car accidents involving Ford vehicles. 141 S. Ct. at 1022. In both cases, the plaintiffs had purchased used Ford cars that were manufactured outside the forum and originally sold outside the forum. *Id.* at 1022-23.[3] The Supreme Court succinctly summarized the facts: "The accident happened in the State where suit was brought. The victim was one of the State's residents. And Ford did substantial business in the State—among other things, advertising, selling, and servicing the model of vehicle the suit claims is defective." *Id.* at 1022.

Ford resisted personal jurisdiction on the grounds that in each case the car had not been originally sold in the forum state. *Id.* at 1023. It argued that there must be a causal link between its activity in the forum state and the suit, which would only exist "if the company had designed, manufactured, or—most likely—sold in the State the particular vehicle involved in the accident." *Id.* The plaintiffs could not make that showing. Not only were the cars designed and manufactured out of state, they had originally been sold in other states and brought into the forum states as used vehicles. *Id.*

Nevertheless, the high courts of Montana and Minnesota rebuffed Ford's motions to dismiss for lack of personal jurisdiction. *Id.* They both found that because Ford had purposefully

[3] A Montana resident was killed in Montana when the tread separated on the tire of her Ford Explorer and her vehicle spun out and rolled into a ditch. *Id.* at 1023. Her family brought suit against Ford in Montana. A Minnesota resident was a passenger in his friend's Ford Crown Victoria and suffered serious brain injuries in an accident in rural Minnesota when the air bag failed to deploy. *Id.* He brought suit against Ford in Minnesota.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

sought to serve the market in their states, selling the exact models of cars involved in the accidents, Ford's relationship with the plaintiffs' respective claims was sufficient to confer jurisdiction. *Id.* at 1023-24.

The United States Supreme Court agreed. It held that "[w]hen a company like Ford serves a market for a product in a State and that product causes injury in the State to one of its residents, the State's courts may entertain the resulting suit." *Id.* at 1022. Even though the exact vehicles involved in the accidents were not sold in the forum states, "the connection between the plaintiffs' claims and Ford's activities in those States—or otherwise said, the 'relationship among the defendant, the forum[s], and the litigation'—is close enough to support specific jurisdiction." *Id.* at 1032 (quoting *Walden v. Fiore*, 571 U.S. 277, 284 (2014)). There was no dispute that Ford conducts substantial business activity in Montana and Minnesota and actively serves the car market in those states. *Id.* at 1026. "Ford agrees that it has 'purposefully avail[ed] itself of the privilege of conducting activities' in both places." *Id.* (quoting *Hanson*, 357 U.S. at 253). The Court also found that the plaintiffs' suits had the requisite connection to Ford's business activities in the forum States, rejecting Ford's contention that there must be a direct causal link between its business activities and the suit. *Id.* It did not matter that the specific vehicles involved in the accidents were not sold in the forum States given that there was an undeniable relationship between Ford's activity in serving the car market in those states, even selling the same models involved in the accidents, and the plaintiffs' lawsuits. *Id.*

Because "Ford had systematically served a market in Montana and Minnesota for the very vehicles that the plaintiffs allege malfunctioned and injured them in those States . . . . there is a strong 'relationship among the defendant, the forum, and the litigation'—the 'essential foundation'

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

of specific jurisdiction." *Id.* at 1028 (quoting *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414 (1984)).

The Court noted that its holding is in keeping with a long line of precedent that has recognized specific personal jurisdiction in precisely such factual circumstances. *Id.* at 1027-28. Most notably, in *World-Wide Volkswagen* the Court held that Oklahoma did not have jurisdiction over a New York car dealer that sold the car causing injury in Oklahoma, but that it *did* have jurisdiction over the car's manufacturer (Audi) and the car's nationwide importer (Volkswagen). *Id.* at 1027 (citing *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980)). "Or said another way, if Audi and Volkswagen's business deliberately extended into Oklahoma (among other States), then Oklahoma's courts could hold the companies accountable for a car's catching fire there—even though the vehicle had been designed and made overseas and sold in New York." *Id.* This holding has been cited by the Court numerous times, including in *Daimler AG v. Bauman*, 571 U.S. 117, 127 n.5 (2014), where the Court "used the Audi/Volkswagen scenario as a paradigm case of specific jurisdiction." *Id.* at 1027-28.

Jurisdiction over the Atlas entities is proper under *Ford Motor Co.* and longstanding specific jurisdiction principles. As were the plaintiffs in *Ford Motor Co.*, Melvin Welch is, and at all relevant times has been, a resident of the forum state—here, South Carolina. He was injured in South Carolina when exposed to asbestos-containing products and materials supplied by the Atlas entities at industrial facilities in South Carolina. And the Atlas entities conducted sales of asbestos-containing products and materials to the very industrial locations where Melvin Welch worked and to other entities now named as Defendants in this case.

Plaintiffs' claims against the Atlas entities arise from its substantial sales activity in South Carolina. Plaintiffs, through their own investigation, have gathered evidence of sales into South

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Carolina; and it's not evidence of sales unrelated to Mr. Welch's claims against the Atlas entities. Based on a simple review of sales records, Atlas was selling asbestos-containing products and materials to very industrial locations where Melvin Welch worked and to other Defendants in this matter who, by their own conduct, exposed Melvin Welch to asbestos.

The documents that Plaintiffs have gathered show that the Atlas entities sold asbestos-containing pipe insulation to other entities named as Defendants in this matter. See **Ex. 3**, Sales Invoices to Guy M. Beaty & Co. (reflecting sales of "Newtherm" pipe covering), February 1967, March 1967. Atlas' own 1968-1969 Customer List, attached hereto as **Ex. 5**, reveals that the "Newtherm" pipe covering supplied to insulation contractor, Guy M. Beaty, was frequently asbestos-containing. Additionally, according to the documents that Plaintiffs have gathered, the Atlas entities sold product directly into South Carolina. Deposition testimony from an Atlas representative reveals that Atlas was selling asbestos-containing products to be used at facilities in South Carolina as early as 1964. **Ex. 8**, Deposition of Andrew C. Richardson, 5/11/87, at 52:11-17; 54:4-8. Atlas' own 1968 Customer List, attached hereto as **Ex. 4**, show that Atlas sold "asbestos insulation" to Covil Corporation, located in Greenville, South Carolina for multiple years. Further, the 1968-1969 Customer List reveals that Atlas shipped product directly into South Carolina. **Ex. 5,** at pg. 4.

There can be no question that the Atlas entities were serving the market for construction-type materials, including asbestos-containing thermal insulation in South Carolina. Like Ford, Atlas "'purposefully avail[ed] itself of the privilege of conducting activities within the forum State.'" *Ford Motor Co.*, 141 S. Ct. at 1024 (quoting *Hanson*, 357 U.S. at 253). Moreover, as in *Ford Motor Co.*, Plaintiffs' tort claims against the Atlas entities have a relationship to Atlas' product sales in South Carolina. Under *Ford Motor Co.*, personal jurisdiction is proper against the

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Atlas entities, which engaged in regular product sales in South Carolina and must answer for injuries caused to a South Carolina resident by defects in those products. Atlas' sales into South Carolina certainly satisfy the long-arm statute, as well as due process. South Carolina may exercise specific personal jurisdiction over Atlas in this case. Atlas' motion for protection based on an alleged lack of personal jurisdiction must be denied, and Atlas must be required to respond to discovery as is its obligation pursuant to the South Carolina Rules of Civil Procedure.[4]

3. The QBCRA does not prohibit the discovery sought from the Atlas entities.

The argument used by the Atlas entities that the QBCRA prevents the entities from responding to Plaintiff's discovery requests, including sitting for its own deposition, is without merit. This argument has been rejected numerous times throughout the country. Whatever the power the Quebec Business Concerns Records Act has in Canada, it is of no moment in this court. The Act cannot limit Plaintiff's discovery requests or limit this Court's power to compel such responses. *See Lyons v. Bell Asbestos Mines, Ltd.*, 119 F.R.D. 384, 387-88 (D.S.C.1988) ("Even assuming *arguendo* that the QBCRA is fully applicable to plaintiffs' discovery requests here and that the intent of the statute is to completely bar the extraprovincial dissemination of all information and documents sought in plaintiffs' discovery requests, the statute does not diminish defendant's obligation to respond to plaintiffs' discovery requests or limit this court's power to compel such responses."); *see also Cent. Wesleyan Coll. v. W.R. Grace & Co.*, supra

In dismissing the same argument advanced here, the Fourth Circuit Louisiana Court of Appeals in *Relf v. Asbestos Corporation Limited*, No. 2013-C-0695, writ denied, found that the Louisiana trial court acted appropriately in denying a defendant's motion for protection based on

[4] While Plaintiffs have not specifically requested this relief, under Rule 37 of the South Carolina Rules of Civil Procedure, a trial judge may impose sanctions for a party's failure to participate in discovery. Atlas' continued frustration of Plaintiffs' efforts to conduct reasonable discovery would properly serve as a basis for sanctions.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

the Quebec Act. *See* **Ex. 9**. After the Court of Appeals' opinion issued, the defendant refused to comply with the court's Order. As a result, the court granted the plaintiff's Motion to Strike Affirmative Defenses and ordered that the plaintiff was entitled to an irrebuttable presumption that she had been exposed to asbestos mined, sold, or supplied by Asbestos Corporation. *See* **Ex. 10,** Judgment, dated December 16, 2013.

Courts across the nation have **specifically** rejected this position on discovery issues. In *Lafferty v. Raymark*, 14 Phila. Co. Rptr. 111, 1986 WL 501491 (Pa. Dist. Court 1986), the court rejected a defendant's attempts to hide behind the QBCRA, concluding that "Asbestos Corporation, Limited is asking for an even more unfair advantage. They want to *totally* bar discovery of *all* documents in Canada. Their position is untenable." *Id*. (emphasis in original). In 2010, the Superior Court of New Jersey, Appellate Division, citing the United States Supreme Court, rejected these same tactics. Concluding that an American court of competent jurisdiction was free to ignore a Canadian statute, the New Jersey appellate court conclude that the Quebec Business Records Act "will not deprive an American court of the power to order a party subject to its jurisdiction to produce evidence even though the act of production may violate that statute." *Buttitta v. Allied Signal, Inc*., No. A-5263-07T1, 2010 WL 1427273, at *23 (N.J. Super. Ct. App. Div. Apr. 5, 2010) (citing *Societe Nationale Industrielle Aerospatiale v. U.S. Dist. Court for Southern District of Iowa,* 482 U.S. 522, 544, 107 S.Ct. 2542 (1987)). The New Jersey Court of Appeals, now quoting the U.S. Supreme Court went on to say

> American courts are not required to adhere blindly to the directives of such a [blocking] statute. Indeed, the language of the statute, if taken literally, would appear to represent an extraordinary exercise of legislative jurisdiction by the Republic of France over a United States district judge, forbidding him or her to order any discovery from a party of French nationality, even simple requests for admissions or interrogatories that the party could respond to on the basis of personal knowledge. It would be particularly incongruous to recognize such a preference for corporations that are wholly owned by the enacting nation.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Id. at *23-24.

In 2017, in *Borrowman, et al., v. Asbestos Corporation, Limited, et al.*, Cause No. 16SL-CC04705, Circuit Court of Missouri, County of St. Louis, the circuit court denied a defendant's attempt to avoid its discovery obligations by asserting that the QBCRA prohibited the defendant's response. In denying the defendant's motion, the circuit court noted that "similar motions involving the same issues filed by Asbestos Corporation Limited in Missouri state courts have been denied in the past." **Ex. 11**, Order, 11/7/17.

Here, the Atlas entities' reliance on the QBRCA is untenable. The entities attempt to use the Act as a shield and a sword. As a shield, the entities claim that it shields them from producing documents. As a sword, the entities use the Act as a weapon against Plaintiff as a reason to quash Plaintiff's Notices of Deposition. This cannot stand. Although the Atlas entities assert that Plaintiff can gathered the necessary testimony and documents from other sources, the Atlas entities have wholly failed to identify those sources. Further, any documents obtained from other sources do not and will not establish what information was known and knowable to the Atlas entities or when they had such information.

Allowing the Atlas entities to dictate the order of discovery while simultaneously refusing to produce documents and requiring Plaintiff to conduct the deposition in Canada clearly attempts to warp the playing field.

4. The principles of comity do not require this Court to enter a protective order absolving the Atlas entities from their discovery obligations.

The United States Supreme Court has stated that

> "Comity" in the legal sense, is neither a matter of absolute obligation, on the one hand, nor of mere courtesy and good will, upon the other. But it is the recognition which one nation allows with in its territory to the legislative, executive, or judicial acts of another nation, having due regard both to the international duty and

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

> convenience, and to the rights of its own citizens or of other persons who are under the protection of its laws.

See Hilton v. Guyot, 159 U.S. 113, 163-64, 16 S.Ct. 139, 143, 40 L. Ed. 95, 108 (1895). The United States Supreme Court has also stated that a trial court does not have to blindly accord deference to a foreign blocking statute. *See Societe Nationale Industrielle Aerospatiale v. U.S. Dist. Court for the Southern Dist. of Iowa*, 482 U.S. 522, 544, n. 29, 107 S.Ct. 2542, 2556, 96 L.Ed.2d 461, 484 (1987). Multiple courts examining identical challenges to the application of the QBCRA, and comity principles have held that the principles of comity do not require American courts to absolve nonresident defendants from their discovery obligations. The Superior Court of New Jersey, in *Buttitta v. Asbestos Corp. Ltd.*, BER-L-9592-02, 2006 WL 2355200 (Aug. 16, 2006), summarized the cases as follows:

> In *Young Women's Christian Ass'n of National Capital Area, Inc. v. Allstate Ins. Co. of Canada,* 1994 WL 661523, the District Court for the District of Columbia held that the QBCRA was not entitled to deference. The court noted that, "[f]irst of all, the 'blocking statutes' are local laws and not national laws. Consequently, they are not entitled to any deferential consideration under the comity principles of international law." *Id.*
>
> In *Lyons v. Bell Asbestos Mines,* [119 F.R.D. 384 (D.S.C. 1988)], the defendants failed to respond to discovery requests relying on QBCRA. The District Court for the District of South Carolina stated:
>
> As noted by another court confronted with discovery objections predicated on the QBCRA, "the exact reason for the Quebec legislation is not clear." *American Industrial Contracting, Inc. v. John-Manville Corp.,* 326 *F.Supp.* 879, 880 (W.D.Pa.1971). "At first blush, it would seems its purpose is to require that a Quebec corporation keep its business records intact in the province." *Id.* Based on this construction, "it is not at all clear that compliance with plaintiffs' demand would contravene the Quebec statute." *Petruska v. John-Manville,* 83 *F.R.D.* 32, 26 (E.D.Pa.1979). "There is no indication that the statute would be offended if defendants were to make copies of the requested documents and submit those, with a sufficient showing of authenticity, to plaintiff's counsel...." *Id.* The statute's proscription could likewise be avoided if defendant was to make the requested documents available in Quebec. (citation omitted).

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Additionally, there has been no showing that the QBCRA would be violated if defendant answered plaintiffs' interrogatories under oath without removing the documents themselves. "The interrogatories .... do not require the removal of any documents from the Province of Quebec...." *American Industrial, supra,* at 880. *Accord Wilder v. Amatex Corp.,* No. 82 CVS 953 (N.C.Super .Ct. Dec. 21, 1983). In *Wilder,* the court "reviewed the provisions of Chapter 278, Section 2 of the Laws of Quebec .... and .... determined that the answer of the Interrogatories propounded by Plaintiff does not require the removal of any documents, photocopies, or other records in violation of the aforesaid Law of Quebec...." *Wilder,* slip op. at 1.

Moreover, even assuming that plaintiffs' discovery requests here fall within the ambit of section 2 of the QBCRA, defendant has not alleged the pendency of an order precluding removal of the requested documents under section 4. "The statute is not self-enforcing but requires a petition by the Attorney-General ['procureur general'] to a district judge for an order requiring the documents not be sent out of the province." *American Industrial, supra,* at 880. As in *Petruska,* "there is no suggestion that the 'procureur general' has filed 'une requete adressee a un juge de district en vertu de l'article 4,' with respect to the documents sought by plaintiff in this case." *Petruska, supra,* at 36. Consequently, "defendants' professed anxiety about the jeopardy which compliance would entail .... seems, at least on the present record, somewhat far-fetched." *Id.*

Thus, defendant has failed to make an adequate showing that the QBCRA is in fact applicable to plaintiffs' discovery requests in the instant case. Even assuming that the statute would preclude the transfer of original documents out of Quebec, this court is not convinced that the statute would be contravened by the production of photocopies outside Quebec or by the inspection of documents within Quebec. Moreover, aside from defendant's failure to respond to plaintiffs' requests for production, defendant has also declined to answer plaintiffs' interrogatories, which would not entail the removal of documents or copies thereof from Quebec. Finally, defendant has not alleged that a restraining order under section 4 of the QBCRA is pending. Under these circumstances, defendant has failed to meet its evidentiary burden in establishing that the provisions of the QBCRA would apply to the discovery sought by plaintiffs in their cases. *Lyons*, 119 *F.R.D.* at 387.

In *Central Wesleyan College v. W.R. Grace & Co.*, 143 F.R.D. 628 (1992), the District Court for the District of South Carolina, relying on *Lyons, supra,* found the QBCRA was not entitled to deferential consideration under the principles of international law. *Id.* at 645.

In *American Industrial [Contracting, Inc. v. John-Manville Corp., 326 F.Supp. 879 (W.D. Pa. 1971],* the District Court for the Western District of Pennsylvania found that QBCRA did not protect the defendant, a Canadian corporation, from answering interrogatories. 326 *F.Supp.* at 880-881. In finding such, the court determined that United States public policy demands the defendant answer interrogatories despite

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

> the defendant's reliance on the QBCRA. *Ibid.* Furthermore, the court deemed "the province of Quebec [is] not a state within the meanings of the doctrines of international law. [And that t]hese doctrines [of comity] only apply to nations in the international sense such as the United States and Canada." *Ibid.*
>
> In *Petruska, supra,* the District Court for the Eastern District of Pennsylvania held that an American court has the power to direct a Canadian Corporation properly subject to the court's jurisdiction to comply with discovery. 83 *F.R.D.* at 36. "Nevertheless, [the court determined] it would hardly seem prudent for a court to exercise its power in a fashion disruptive of the public policy of another country (or political subdivision thereof) unless it was apparent that no less intrusive measure would serve the compelling litigation needs of the forum." *Ibid.* Therefore, the court decided that while the defendant was obligated to produce the documents, it may prefer to do so in Quebec and not the United States. *Ibid.*

Buttitta, 2006 WL 2355200, at **19-21.

The Atlas entities have failed to offer any reason as to why the rationale of the above-mentioned courts, including the United States District Court of South Carolina, should not be considered and followed here. Plaintiff acknowledges that these cases are not binding on the Court, but they are instructive and persuasive. Additionally, the Atlas defendants have failed to respond to Standard Interrogatories which, as the Court acknowledged in Lyons, supra, would not entail the removal or photocopying and then removal of documents from Quebec. Moreover, comity does not require this Court to blindly accord deference to a foreign blocking statute and it does not comity do not require this Court to absolve the Atlas entities from their discovery obligations.

III. CONCLUSION

For the reasons expressed herein, Plaintiff respectfully requests that this Court deny the Atlas entities motion for protective order and order the Atlas entities to prepare and produce a corporate representative for deposition.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Respectfully submitted,

/s/ Aaron D. Chapman

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ATTORNEYS FOR PLAINTIFFS

April 12, 2023
Dallas, Texas.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 1

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF RICHLAND	)	**FOR THE FIFTH JUDICIAL CIRCUIT**

MELVIN G. WELCH and **DONNA B. WELCH** Plaintiffs, v. **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, et al. Defendants.	)	**C/A NO. 2022-CP-40-03834**

PLAINTIFFS' NOTICE OF 30(b)(6) DEPOSITION OF DEFENDANT ATLAS TURNER, INC. AND SUBPOENA DUCES TECUM

TO: ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Plaintiffs, pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, will take the videotaped deposition of the designated representative of Defendant **Atlas Turner, Inc.** on **February 2, 2023, at 2:00 pm (ET)** and will take place at the location indicated below, at which time you are notified to appear and take part as you see fit and proper in such examination. The deposition will take place before a certified court reporter and videographer. If necessary, the deposition shall continue day to day.

GPS Zoom Meeting: TBD
Dial-in [phone, only]: 929-436-2866
Meeting ID:
Passcode:

The deposition is to be taken for the purpose of discovery or for use at trial, or both. The topics to be covered at the deposition are listed in Exhibit "A" attached hereto. Pursuant to Rule 30(b)(5), Defendant is requested to produce documents responsive to the requests listed in

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Exhibit "B" also attached hereto. Pursuant to Rule 30(b)(5) the time for production of these documents is governed by Rule 34, which holds all responsive documents are due produced to Plaintiffs in 30 days from service, or specifically no later than January 3, 2023.[1]

Respectfully submitted,

/s/ Aaron D. Chapman
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ATTORNEYS FOR PLAINTIFFS

December 6, 2022
Dallas, Texas.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this on December 6, 2022.

/s/ Aaron Chapman
Attorney for Plaintiffs

[1] Please note, previous document productions made by Defendants in separate cases have no impact on Plaintiffs' document requests in their current case and may not be relied upon by Defendants as production of documents responsive to Melvin and Donna Welch's requests included herein.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT A

For purposes of these topics, the following words shall have the following meanings: Definitions: "RECORD" or "RECORDS" or "DOCUMENT" or "DOCUMENTS" means any and all written, printed, typed, recorded or graphic material, however produced, or reproduced, stored, known to exist, by way of example and not by limitation, invoices, contracts evidencing purchase or receipt, ledger cards, material requests, communications, writings, printings, records, worksheets, abstracts, summaries, statistics, notes, market data, journals, ledgers, expense reports, specifications, contracts, contract bids, purchase orders, bills of lading, shipping orders, dock receipts, cancelled checks, computer print-outs, microfilm, microfiche, which in any way pertain to the document request made herein.

The terms "YOU" and "YOUR" mean responding party and all of its divisions, predecessors- in-interest, successors-in-interest, subsidiaries, parent companies, sister companies, joint ventures, partners and divisions thereof, including all current and former owners, employees, managers, officers, directors, agents, attorneys and any other person(s) acting upon its behalf.

The term "PERSON" and "PERSONS" means a natural person, firm, association, organization, partnership, business trust, limited liability company, corporation, or public entity.

The term "PREMISES AT ISSUE" means any of the following worksites where Melvin Welch worked during his career from approximately 1960s to 2000s including but not limited to:

1. K-Mart – Greenwood, SC
2. M&M Tire – Greenwood, SC
3. Western Auto – Greenwood, SC
4. Monsanto/Chemstrand Chemical Plant, Greenwood SC
5. Any other site identified by Melvin Welch
6. Any other site on which Melvin Welch's father worked

Please provide a corporate representative to be deposed on the following subject matters:

1. The registered name of the answering Defendant as well as all prior names or predecessor entities by which the Defendant has existed. For each, the current address and the state of incorporation and whether or not it is an active corporation.

2. The full and correct name, the principal place of business and the state and date of incorporation of Defendant.

3. Whether Defendant has ever held a certificate of authority to do business in South Carolina and the addresses for your registered agents for service in South Carolina.

4. Whether Defendant has a registered agent currently in South Carolina. If yes, the full name and full address of the registered agent located in South Carolina.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

5. Whether Defendant has ever owned, leased, rented or otherwise operated or used any real or personal property, facility, store or distribution center located in the State of South Carolina.

6. Whether any property and/or facility which Defendant owned, operated, or controlled had any connection to the manufacture, sale, purchase, distribution, advertisement, application, installation, removal, marketing, development and/or use of asbestos or asbestos-containing materials/products in the state of South Carolina.

7. The names and addresses of persons or entities in South Carolina to whom Defendant sold or distributed any asbestos or asbestos-containing material/product (including insulation contracting as a service, or insulation sold as a product, or otherwise), and the details around such sales.

8. Whether it is more likely than not that any asbestos or asbestos-containing materials or products (including insulation contracting as a service, or insulation sold as a product, or otherwise) sold or distributed by Defendant would be used by, or purchased by, any person or entity with its ultimate use in South Carolina and the basis for your answer.

9. All distributors or wholesalers of Defendant's asbestos and/or asbestos-containing product and/or asbestos covered product in South Carolina.

10. All products, other than asbestos or asbestos-containing products, Defendant has ever sold, distributed, or delivered for sale or distribution, to persons or entities in South Carolina

11. Any lawsuit or other legal action taken by Defendant in any Court in the State of South Carolina against any person or entity including, but not limited to, claims for damages, counterclaims, cross-claims, or third-party claims.

12. Any lawsuit against Defendant in the State of South Carolina or other legal action where Defendant was found subject to personal jurisdiction in the state of South Carolina.

13. Whether any of the contracts that Defendant entered into in the normal course of business contain a forum selection clause, including but not limited to, a clause specifying the forum in which a lawsuit must be filed in the event litigation occurs between Defendant and another party to the contract and if so, which jurisdiction(s) did you specify.

14. The complete present address of Defendant's principal place of business.

15. All documents and tangible things used, related to, or referred to in connection with the preparation of this deposition. For all such documents and tangible things state the number of the topic.

16. The identity of each person who has supplied any information or assisted in locating any documents or tangible things used in answering or responding to this notice, a year-by-year list of all positions or job titles held by each person.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

17. The names and addresses of persons known to Defendant or to counsel that have knowledge concerning the jobsites of the Plaintiff or, otherwise, the facts of this case and indicate whether or not written or recorded statements have been taken from such witnesses and indicate who has possession, custody or control of such statements.

18. When and how Defendant first learned that inhalation of asbestos fibers can lead to the development of each of the following asbestos-related diseases:

(a) asbestosis;
(b) pleural plaques;
(c) pleural thickening;
(d) interstitial fibrosis;
(e) scarring of the lungs;
(f) colon cancer;
(g) laryngeal cancer;
(h) esophageal cancer;
(i) lung cancer; and
(j) mesothelioma (pleural, peritoneal, or pericardial)

19. All trade organizations, trade associations, and any other groups to which Defendant, Defendant's representative or Defendant's current or former employees belonged in which information relating to the hazards of asbestos or nuisance dust in general was discussed, disseminated, or in any way published before 1980. This list should include (but is not limited to) any membership in the American Hygiene Foundation, Industrial Hygiene Foundation, Chemical Manufacturer's Association (or its predecessor, the MCA), American Chemical Council, American Petroleum Institute, National Safety Council, American National Standards Institute (ANSI), Asbestos Information Association, Industrial Medical Association, American Society of Mechanical Engineers; American Society for Testing and Materials, Chlorine Institute, American Industrial Hygiene Association, National Insulation Manufacturers Association, Asbestos Textile Institute, Society of Automotive Engineers, Society of Petroleum Engineers, ACGIH, American Occupational Medicine Association, American Public Health Association, Friction Materials Standards Institute, Brake Lining Manufacturer's Association, American Medical Association, NIOSH and any state safety organizations. As to each listed group, please state:

(a) the time period when Defendant, Defendant's representative or Defendant's current or former employee(s) was a member;
(b) the identity of Defendant's employees, former employees, or representatives who attended any of the meetings held by each listed group, as well as the dates and locations of the meetings they attended;
(c) the identity of Defendant's employees, former employees, or representatives who served on any committees or subcommittees of any listed group (e.g., a medical advisory committee or legal committee); and
(d) the name of the committee or subcommittee on which such person served and the position occupied on the committee, if applicable.

20. The identity of each of Defendant's employees, former employees, or representatives who attended any proceeding, symposium, or conference of a scientific, medical, or technical

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

nature, before 1972, during which information relating to the hazards of asbestos or nuisance dust in general was discussed, disseminated, or in any way published (e.g., the effects of human or non- human exposure to asbestos, populations at risk, etc.). A response to this topic should include any attendance at the Seventh Saranac Symposium in 1952, the Proceedings of the New York Academy of Sciences in October of 1964, any meetings held by any organization in Defendant's response to topic no. 2. For each person identified, the proceeding, symposium, or conference the person attended; the date and location of the proceeding, symposium, or conference; the identity of the person within Defendant's organization who received or was designated to receive the attending person's report of the information gathered at such proceeding, symposium, or conference; and the manner in which such reports were made.

21. Whether Defendant has ever been investigated or cited by OSHA or any other local, state, or federal governmental agency for any matter related to asbestos or asbestos exposure. If so, the dates of such investigations, the results that were communicated to Defendant, and the remedial measures (if any) which were undertaken by Defendant.

22. Whether and, if so, how Defendant stores its documents and records including but not limited to any document retention or document destruction policies throughout Defendant's history from inception to the present.

23. How Defendant's documents are stored, indexed, organized or maintained and identify all records custodians, librarians or other individuals who have presently or have had in the past access to Defendant's document repository.

24. Defendant's complete corporate history, including its ownership, sale, acquisition, or divestiture, and any mergers, acquisitions, consolidations, or other similar events involving Defendant at any time during its history.

25. The first time Defendant became familiar with the concept of a threshold limit value (TLV) or permissible excursion level (PEL), for airborne dust, and how was Defendant first made aware of this concept.

26. Information regarding each expert witness that Defendant may call during the trial of this case including:

(a) The name, address, and job classification of each such witness;
(b) The subject matter on which the expert is expected to testify; and
(c) The substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds or bases for each opinion.

27. Whether any person filed a claim against a Worker's Compensation carrier covering Defendant or any of its subsidiaries or predecessor companies alleging that he/she contracted a disease from inhaling asbestos fibers and if so:

(a) A list of the claims, including each claimant's name, address and the date each claim was filed, and including the caption and jurisdiction of the claim;
(b) The disease alleged in each such claim;
(c) A brief summary of the disposition of each such claim; and

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

(d) The name, address, and title of the person having custody of the records pertaining to each such claim.

28. The identity and address of all of Defendant's insurers, past and present, including but not limited to policy specifics, such as claim limits, aggregate limits, policy limits and coverage dates.

29. All information regarding the first three (3) times Defendant was sued for damages related to exposure to asbestos from working with or around Defendant's products (including date of filing, jurisdiction, name of plaintiff, causes of action alleged, resolution outcome as to Defendant, etc.)

30. The financial condition of Defendant. (The court has ruled that at the discovery phase, the Defendant's net worth for the previous 2 calendar years is sufficiently responsive to this topic.)

31. The basis for the net worth value provided (this topic seeks the underlying data that supports or justifies the net worth value of Defendant for each given year, which will support how Defendant arrived at the net worth number provided).

32. The names, phone numbers and addresses of all lay witnesses whom Defendant presently intends to call to testify at trial, and the subject matter of their testimony and what connection each such person has with matters relevant to this lawsuit (e.g., former co-workers of Plaintiff, former plant manager of plant X, etc.) and whether the witness is within your control and if the witness is retained by counsel.

33. When Defendant first became aware of the Fleischer-Drinker Report and Dreessen Report and how Defendant learned of these Reports.

34. Whether Defendant contends that the fault of a person or entity other than this Defendant was a substantial contributing factor in the development of Plaintiff's (or Plaintiff's decedent's) mesothelioma. If Defendant's answer is anything other than no, the identify of all such entities and people by name.

35. Whether Defendant is asserting affirmative defenses in this case. If Defendant's answer is anything other than no, please:

(a) State all facts in support of each affirmative defense;
(b) Identify all witnesses with information in support of each affirmative defense; and
(c) Identify all documents containing information in support of each affirmative defense.

36. Information regarding each and every piece of equipment or product that Defendant designed, specified, recommended, mined, manufactured, marketed, sold, supplied, distributed, or patented that incorporated asbestos-containing parts or specified the use of asbestos or asbestos- containing products or otherwise utilized asbestos containing component parts in the design, manufacture, construction, erection, operation, service, and/or repair of such equipment including but not limited to:

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

(a) the trade name or brand name of the product designed, specified, recommended, mined, manufactured, marketed, sold, supplied, distributed, or patented by Defendant;
(b) a detailed description of the product, including a description of how and why the equipment involved the use of asbestos or asbestos-containing products;
(c) the date the product was patented (if patented), placed on the market (if marketed), and the inclusive dates of the product's manufacture or sale (if manufactured or sold);
(d) the physical and chemical composition of the product, including the type and/or brandname of asbestos contained in the product and the percentage or amount of asbestosin each product;
(e) the date Defendant stopped designed, specified, recommended, mined, manufactured, marketed, sold, supplied, and/or distributing the product;
(f) the date the product was removed from the market (if marketed) and no longer sold ordistributed and the reasons therefore;
(g) the date asbestos was removed from the product or no longer specified for use withthe product, if ever, and the reasons for removing it;
(h) the seller(s), distributor(s) and/or supplier(s) from whom Defendant purchased the asbestos used in each particular product, and the type (example: crocidolite, amosite, chrysotile) and quantity of asbestos Defendant purchased from each seller(s);
(i) whether Defendant ever conducted any testing on the product to determine whether it posed any potential hazard to human or non-human health;
(j) the plant or facility where the product was mined, manufactured, produced, or researched;
(k) identity of the intended as well as foreseeable users of the product (such as insulators,helpers, pipefitters, boilermakers, welders, machinists, plasterers, drywall finishers, carpenters, shipwrights, etc.); and
(l) a description of any warnings related in any way to asbestos that Defendant placed on the product or its packaging, operating manuals, brochures, catalogs, or other related printed material. This description should include the precise language of the warning,the size of the warning, the location on the product or its packaging where the warning was printed, and when the warning was first placed on the product. In addition, provide the explanation for why a warning or caution was added. If awarning was not given provide an explanation for why it was not given.

37. What year Defendant first begin selling or distributing each asbestos-containing product. Please be specific for each asbestos-containing product manufactured, sold or distributed by you.

38. What year defendant last sold, distributed or manufactured an asbestos-containing product. Please be specific for each asbestos-containing product.

39. Description of each product identified in response to topic number 36, as to its color and

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

physical characteristics and appearances.

40. As to each product identified in response to topic number 36, information describing how such product was packaged or supplied.

41. As to each product identified in response to topic number 36, whether such product was ever further distributed, marketed, packaged, labeled, or sold by companies or individuals other than Defendant. If so, the identity of such companies or individuals, the dates those companies or individuals further distributed, marketed, packages, labeled, or sold Defendant's asbestos-containing products, and the identity of the specific asbestos-containing products involved.

42. As to any product of Defendant identified in response to topic number 36, whether such product was generally expected to reach or packaged to reach, the consumer or user without substantial change in the condition in which it was sold. If not, with respect to each such product, what way Defendant claims such product was to be altered or substantially changed after sale or distribution and before reaching the consumer or user.

43. As to any product of Defendant identified in response to topic number 36, whether or not Defendant contends that such product can be generally utilized without liberating asbestos fibers into the air. If so, please identify such product, generally describe the intended use of the product, and explain how such use would not tend to liberate asbestos fibers into the air.

44. As to any product of Defendant identified in response to topic number 36, whether Defendant ever used any type of written sales contract between Defendant and the buyer of such equipment. If so, whether or not such written sales contract ever include a clause that Defendant would agree to repair and/or service the equipment if necessary.

45. If Defendant ever recommended the use of any asbestos-containing product with any equipment made or sold by Defendant.

46. If it was foreseeable to Defendant, at the time each type or piece of equipment identified in response to topic number 36 above was released for sale and distribution, that the asbestos or asbestos-containing products recommended or specified for use with such equipment might be removed, stripped, ripped out, or replaced at some time after installation.

47. If Defendant ever sold asbestos-containing replacement parts for any of the equipment made or sold by you. If so, the part and when it was sold.

48. For each type or piece of equipment identified in response to topic number 36, whether asbestos gaskets were utilized as component parts. If so, when?

49. For each type or piece of equipment identified in response to topic number 36, whether asbestos packing was utilized as a component part at any time. If so, when?

50. For each type or piece of equipment identified in response to topic number 36, whether at any time, was it necessary, required or recommended for asbestos insulation to be utilized in

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

conjunction with any of your equipment. If so, when and under what circumstances.

51. The serial numbers for any of your equipment identified that are (1) located in South Carolina and (2) located at jobsites in states other than South Carolina identified in the work histories of the Plaintiffs previously provided.

52. Whether Defendant claims that any patent would cover any product listed in response to the topics above. If so, the number of the patent, the date same was issued and the number of each patent application that is pending.

53. Whether Defendant sold and/or distributed products containing asbestos to the employers of Plaintiff (or Plaintiff's decedent) or the premises at issue during the time listed or any time prior thereto. Please note that this includes asbestos fiber, thermal insulation, refractory asbestos products or cloth or spray products containing asbestos, as well as all asbestos- containing equipment, and/or asbestos containing replacement component parts.

54. If the answer to the preceding topic is in the affirmative:
(a) The names of the products sold;
(b) To whom the product was sold and shipped;
(c) As to each of the above-mentioned products, please include the quantities of each shipped to each company during the applicable time period; the site to which eachproduct was shipped; and the date of shipment;
(d) As to each of the products mentioned above, produce in electronic format copies of:
(1) Any pertinent trademark, copy of such trademark, and the trademarkregistration number;
(2) The label, or copy of the label, used in the packaging of the particular product;
(3) A photograph of the product itself;
(4) Sales brochures, specification sheets, performance data, or other promotionalmaterial as well as any and all installation materials, data or brochures which would have accompanied or been distributed in connection with the installation, application, or use of each of the above-mentioned products;
(5) Any invoices, purchase orders, sales receipts or other documents which show sales of any products to the worksites of Plaintiff or the employers of Plaintiffduring the time Plaintiff was employed or worked at the worksite or prior.
(e) If you cannot provide all of the above documents, please indicate the name or names of the individuals having custody of said documents or copies thereof.

55. Whether Defendant sold any products containing asbestos or any asbestos fiber to any of the defendants in this suit or their predecessors. If so, what years, to whom, and in what quantities.

56. Whether Defendant sold any products containing asbestos or any asbestos fiber to any of the employers of Plaintiff. If so, what years, to whom, and in what quantities.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

57. Whether Defendant sold any products containing asbestos or any asbestos fiber to any of premises at issue. If so, what years, to whom, and in what quantities.

58. Whether there was a service company associated with servicing your asbestos-containing products. (for example, Fisher Controls International was associated with Fisher Service Company who would be hired by customers such as Duke Energy to service the Fisher valves at the Duke Energy plants).

59. If your answer to the preceding topic is in the affirmative, the full name of the service company, the locations of the service company properties of which you are aware, and geographical jurisdiction of each service company.

60. Whether Defendant ever mined, manufactured, marketed, produced, researched, sold, distributed, or patent any product which did not contain asbestos and which could be substituted for any asbestos-containing product. If so, the identity of such asbestos-free product, and state the date such product was first placed on the market.

61. When, if ever, Defendant became aware of asbestos-free substitutes or alternatives for each asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant (e.g. mineral wool), regardless of Defendant's belief of the viability of such substitutes or alternatives.

62. Each asbestos-free substitute or alternative for any asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant, and when Defendant believed an asbestos-free alternative was an adequate substitute for the asbestos-containing product. If Defendant contends that asbestos free substitutes were not viable, the basis of that contention.

63. Any information about efforts by Defendant to protect users of the asbestos-containing product(s) you approved, designed, specified, sold, supplied or distributed to the premises at issue, from potential hazards associated with the use of said asbestos containing-product(s), and any such precautions and actions taken by you.

64. The identity of all persons with knowledge of facts relevant to the presence or absence of asbestos and/or asbestos-containing products approved, designed, specified, sold, supplied or distributed by Defendant at any of the premises at issue where Plaintiff, Plaintiff's decedent, or (in a household exposure case) exposed family member was present and any information as to the nature of the individual's knowledge as it relates to this subject matter.

65. Beginning in the year that Defendant first manufactured, marketed, produced, researched, sold, distributed, or patented any asbestos-containing product, and continuing through the presentday, the identity each person who has held the position of corporate medical director, corporate safety director, and corporate industrial hygienist, however characterized. For each person identified, the person's current or last known address and whether the person is currently alive or dead, if known.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

66. Whether there are any documents, including but not limited to, invoices, billing records, sales records, contracts, purchase orders, or any other like document that reflect the distribution, approval, specification or sale of asbestos-containing products (1) to premises at issue in South Carolina and (2) to premises at issue in states other than South Carolina identified in the work history of the Plaintiff previously provided.

67. Information regarding any contention that asbestos-containing products you specified, approved, or supplied were not or could not have been sold, distributed or otherwise present at any of the premises at issue which Plaintiff claims exposure to asbestos, and the reasons for this contention and the underlying basis for it. Also, the identity of the individual or individuals who will testify to this contention and the underlying basis for their testimony.

68. Information regarding any contention that there is another entity who was in an equal or better position to warn users of any asbestos related dangers of any asbestos-containing product or equipment made or sold by Defendant and the identity of that entity, the reasons you believe that entity had knowledgeregarding the dangers of asbestos, when you believe that knowledge was obtained and the reasons you contend that the entity was in an equal or better position than you to make users aware of asbestos dangers relating to your products or equipment.

69. All information relating to Defendant's knowledge of asbestos hazards.

70. Detailed information about all insurance policies available to Defendant for the damages in the *Welch* case, and/or for premises at issue in the *Welch* case.

71. What You (the company) did to prepare for this deposition (documents searched for, documents reviewed, people searched for, people interviewed, etc.)

72. What the witness, in particular, did to prepare for this deposition, including but not limited to specifically how the witness prepared to discuss subjects outside of his/her personal knowledge (considering the former job duties and/or time period when the deponent was employed by You, if any).

73. Information regarding document searches You (the company) has performed at any time for litigation involving asbestos (i.e. when the search occurred, where it occurred, by whom, results, total bates-stamp range applied to all documents produced, etc.).

74. Information regarding document searches You (the company) has performed in this particular case. (i.e. when the search occurred, where it occurred, by whom, results, bates-stamp range applied to all documents produced, etc.).

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT B

For purposes of these requests, the following words shall have the following meanings:

The terms "RECORD" or "RECORDS" or "DOCUMENT" or "DOCUMENTS" means any and all written, printed, typed, recorded or graphic material, however produced, or reproduced, stored, known to exist, by way of example and not by limitation, invoices, contracts evidencing purchase or receipt, ledger cards, material requests, communications, writings, printings, records, worksheets, abstracts, summaries, statistics, notes, market data, journals, ledgers, expense reports, specifications, contracts, contract bids, purchase orders, bills of lading, shipping orders, dock receipts, cancelled checks, computer print-outs, microfilm, microfiche, which in any way pertain to the document request made herein.

The terms "YOU" and "YOUR" mean responding party and all of its divisions, predecessors-in-interest, successors-in-interest, subsidiaries, parent companies, sister companies, joint ventures, partners and divisions thereof, including all current and former owners, employees, managers, officers, directors, agents, attorneys and any other person(s) acting upon its behalf

The term "PERSON" and "PERSONS" means a natural person, firm, association, organization, partnership, business trust, limited liability company, corporation, or public entity.

The term "PREMISES AT ISSUE" means any of the following worksites where Melvin Welch worked during his career from approximately 1960s to 2000s including but not limited to:

1. K-Mart – Greenwood, SC
2. M&M Tire – Greenwood, SC
3. Western Auto – Greenwood, SC
4. Monsanto/Chemstrand Chemical Plant, Greenwood SC
5. Any other site identified by Melvin Welch
6. Any other site on which Melvin Welch's father worked

Please produce the following:

1. Please produce all documents showing any services provided by Defendant to the premises at issue or employers of Plaintiff during the same years Plaintiff alleges working at the premises.

2. Please produce all documents concerning any tests conducted by you or on behalf of you to determine potential health hazards associated with the use of or exposure to asbestos fibers associated with any products Defendant specified, approved, sold to or used at any of the premises at issue.

3. Please produce all documents identifying each distributor or wholesaler located or authorized to sell or distribute asbestos-containing products for you (1) in or for South Carolina and (2) in or for any premises at issue outside of South Carolina identified in Plaintiff's work

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

history previously provided. For each distributor or wholesaler, please produce documents containing the following information:

(a) Name and last known address;
(b) The years of, and the geographical area encompassed by the relationship;
(c) Whether there was a written distributorship agreement;
(d) Whether the distributorship was exclusive; and
(e) The extent to which sales to customers in this state were handled through distributors or wholesalers located outside this state.

4. Please produce all documents identifying the names, phone numbers and addresses of all lay witnesses whom you presently intend to call to testify at trial, and briefly identify the subject matter of their testimony and what connection each such person has with matters relevant to this lawsuit (e.g., former co-workers of Plaintiff, former plant manager of plant X, etc.). Indicate if the witness is within your control and if the witness is retained by counsel.

5. Please produce all documents which identify each asbestos-containing product that Defendant designed, specified, sold, supplied or distributed to the premises at issue at any time before Plaintiff's last day of alleged work at said worksite. Please produce documents containing the following information:

(a) the trade name or brand name of the product mined, manufactured, marketed, produced, researched, sold, distributed, and/or patented;
(b) the date the product was patented (if patented), placed on the market (if marketed), and the inclusive dates of the product's manufacture or sale (if manufactured or sold);
(c) the physical and chemical composition of the product, including the type of asbestos contained in the product and the percentage or amount of asbestos in each product;
(d) the date Defendant stopped mining, manufacturing, marketing, producing, researching, selling, and/or distributing the product;
(e) the date the product was removed from the market (if marketed) and no longer sold or distributed and the reasons therefore;
(f) the date asbestos was removed from the product, if ever, and the reasons for removing it;
(g) the seller(s), distributor(s) and/or supplier(s) from whom Defendant purchased the asbestos used in each particular product, and the type (example: amosite, chrysotile) and quantity of asbestos Defendant purchased from the seller(s);
(h) whether Defendant ever conducted any testing on the product to determine whether it posed any potential hazard to human or non-human health;
(i) the plant or facility where the product was mined, manufactured, produced, or researched;
(j) the foreseeable users of the product (such as insulators, helpers, pipefitters, boilermakers, welders, machinists, plasterers, drywall finishers, carpenters, shipwrights, etc.); and
(k) a description of any warnings that Defendant placed on the product or its packaging, operating manuals, brochures, catalogs, or other related printed material. This description should include the precise language of the warning, the size of the warning, the location on the product or its packaging where the warning was printed, and when the warning was first placed on the product. In addition, include the

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

explanation for why a warning or caution was added. If a warning was not given provide an explanation for why it was not given.

6. As to any asbestos-containing product designed, specified, sold, supplied or distributed by Defendant to the premises at issue at any time, produce all documents which indicate such products were ever further distributed, marketed, packaged, labeled, or sold by companies or individuals other than Defendant.

7. Please produce all documents that support Defendant's contention that as to each asbestos-containing product approved, designed, specified, sold, supplied or distributed by Defendant for the premises at issue or employer of Plaintiff, such product was or was not to be altered or substantially changed after sale or distribution and before reaching the consumer or user.

8. Please produce all documents showing at the time each asbestos-containing product was approved, designed, specified, sold, supplied or distributed by Defendant, that the product or one or more of its components might be removed, stripped, ripped out, or replaced at some time after installation.

9. Please produce all documents showing when, if ever, did Defendant become aware of asbestos-free substitutes or alternatives for such product (e.g. mineral wool), regardless of Defendant's belief of the viability of such substitutes or alternatives.

10. Please produce all documents in Defendant's possession discussing any asbestos-free substitute or alternative for any asbestos-containing product approved, designed, specified, sold, supplied or distributed by Defendant.

11. If it is your contention that you took the proper precautions to protect users of the asbestos-containing product(s) you approved, designed, specified, sold, supplied or distributed to the premises at issue, please produce all documents which support this contention.

12. Please produce all sales documents, including but not limited to, invoices, billing records, sales records, contracts, purchase orders, or any other like document that reflect the distribution, approval, specification or sale of asbestos-containing products (1) to premises at issue in South Carolina and (2) to premises at issue in states other than South Carolina identified in the work history of the Plaintiff previously provided.

13. If it is your contention that asbestos-containing products you specified, approved, or supplied was not or could not have been sold, distributed or otherwise present at any premises at issue at which Plaintiff claims exposure to asbestos, please produce all documents which support this contention.

14. Please produce all documents concerning each and every piece of equipment that Defendant approved, designed, specified, sold, supplied or distributed to the premises at issue or employers of Plaintiff in which asbestos containing parts are used or specified or otherwise utilized asbestos containing component parts in the design, manufacture, construction, erection,

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

operations, service, and/or repair of such equipment. Specifically, please produce documents providing the following information:

(a) the trade name or brand name of the equipment approved, designed, specified, sold, supplied or distributed by Defendant;
(b) the type and/or brand name of asbestos or asbestos-containing product specified for use with the equipment;
(c) the date the equipment was placed on the market, and the inclusive dates of the equipment's manufacture, sale, and distribution;
(d) a detailed description of the equipment, including a description of how and why the equipment involved the use of asbestos or asbestos-containing products;
(e) the date Defendant stopped approving, designing, specifying, selling, supplying or distributing the equipment;
(f) if applicable, the date the equipment was removed from the market and no longer sold or distributed and the reasons therefore;
(g) if applicable, the date asbestos was no longer specified for use with the equipment, and the reasons for no longer specifying it;
(h) if applicable, the seller from whom Defendant purchased the asbestos containing equipment, and the type (example: amosite, chrysotile) and quantity of asbestos utilized in the product;
(i) whether Defendant ever conducted any testing on the equipment to determine whether the use of the product posed any potential asbestos-related hazard to human or non-human health;
(j) the plants or facilities where the equipment was installed;
(k) the foreseeable users of the equipment (such as insulators, helpers, pipefitters, boilermakers, welders, machinists, plasterers, drywall finishers, carpenters, shipwrights, etc.); and
(l) a description of any warnings regarding asbestos present on the equipment or its packaging, operating manuals, brochures, catalogs, or other related printed material. This description should include the precise language of the warning, the size of the warning, the location on the equipment or its packaging where the warning was printed, and when the warning was first placed on the equipment. In addition, include the explanation for why a warning or caution was added. If a warning was not given provide an explanation for why it was not given.

15. As to any equipment identified in response to topic number 36, please produce any type of written sales contract between Defendant and the buyer of such equipment, including any agreement to repair and/or service the equipment.

16. Please produce all documents showing the sale, supply or distribution of any asbestos-containing replacement parts for any of the equipment approved, designed, specified, sold, supplied or distributed by you to the premises at issue or employers of the Plaintiff.

17. Please produce all documents that support your contention that for each type or piece of equipment identified in response to topic number 36, that asbestos insulation, was or was not necessary, required or recommended to be utilized in conjunction with any such equipment.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

18. Please produce all documents showing the serial numbers for any equipment identified in your responses to topics above (1) located at the premises at issue or employers of Plaintiff in South Carolina and (2) located at premises at issue in states other than South Carolina identified in the work history of the Plaintiff previously provided.

19. If you contend that there is another entity who was in an equal or better position to warn users of any asbestos related dangers of any asbestos-containing product or equipment approved, designed, specified, sold, supplied or distributed by you to the premises at issue or employer(s) of Plaintiff, please produce all documents which support this contention.

20. Please produce all insurance policies available to Defendant for the damages in the *Welch* case, and/or for premises at issue in the *Welch* case.

21. Please produce all documents regarding Defendant's knowledge of asbestos hazards.

22. Please produce all documents reviewed by the witness, and any notes taken in review of such documents.

23. Please produce any written procedure for document searches, or notes taken during document searches or descriptions of document searches You (the company) has done at any time for litigation involving asbestos, including but not limited to the current case (i.e. when the search occurred, where it occurred, by whom, etc.).

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 2

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF RICHLAND	)	**FOR THE FIFTH JUDICIAL CIRCUIT**

MELVIN G. WELCH and **DONNA B. WELCH** Plaintiffs, v. **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, et al. Defendants.	)	**C/A NO. 2022-CP-40-03834**

PLAINTIFFS' NOTICE OF 30(b)(6) DEPOSITION OF DEFENDANT ATLAS ASBESTOS CO. AND SUBPOENA DUCES TECUM

TO: ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Plaintiffs, pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, will take the videotaped deposition of the designated representative of Defendant **Atlas Asbestos Co.** on **February 2, 2023, at 10:00 am (ET)** and will take place at the location indicated below, at which time you are notified to appear and take part as you see fit and proper in such examination. The deposition will take place before a certified court reporter and videographer. If necessary, the deposition shall continue day to day.

GPS Zoom Meeting: TBD
Dial-in [phone, only]: 929-436-2866
Meeting ID:
Passcode:

The deposition is to be taken for the purpose of discovery or for use at trial, or both. The topics to be covered at the deposition are listed in Exhibit "A" attached hereto. Pursuant to Rule 30(b)(5), Defendant is requested to produce documents responsive to the requests listed in

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

Exhibit "B" also attached hereto. Pursuant to Rule 30(b)(5) the time for production of these documents is governed by Rule 34, which holds all responsive documents are due produced to Plaintiffs in 30 days from service, or specifically no later than January 3, 2023.[1]

Respectfully submitted,

/s/ Aaron D. Chapman
Aaron D. Chapman (SC Bar No. 104485)
Dana C. Simon (To be admitted *pro hac vice*)
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Suite 300
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Other email: emoultrie@kassellaw.com

ATTORNEYS FOR PLAINTIFFS

December 6, 2022
Dallas, Texas.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this on December 6, 2022.

/s/ Aaron Chapman
Attorney for Plaintiffs

[1] Please note, previous document productions made by Defendants in separate cases have no impact on Plaintiffs' document requests in their current case and may not be relied upon by Defendants as production of documents responsive to Melvin and Donna Welch's requests included herein.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT A

For purposes of these topics, the following words shall have the following meanings: Definitions: "RECORD" or "RECORDS" or "DOCUMENT" or "DOCUMENTS" means any and all written, printed, typed, recorded or graphic material, however produced, or reproduced, stored, known to exist, by way of example and not by limitation, invoices, contracts evidencing purchase or receipt, ledger cards, material requests, communications, writings, printings, records, worksheets, abstracts, summaries, statistics, notes, market data, journals, ledgers, expense reports, specifications, contracts, contract bids, purchase orders, bills of lading, shipping orders, dock receipts, cancelled checks, computer print-outs, microfilm, microfiche, which in any way pertain to the document request made herein.

The terms "YOU" and "YOUR" mean responding party and all of its divisions, predecessors- in-interest, successors-in-interest, subsidiaries, parent companies, sister companies, joint ventures, partners and divisions thereof, including all current and former owners, employees, managers, officers, directors, agents, attorneys and any other person(s) acting upon its behalf.

The term "PERSON" and "PERSONS" means a natural person, firm, association, organization, partnership, business trust, limited liability company, corporation, or public entity.

The term "PREMISES AT ISSUE" means any of the following worksites where Melvin Welch worked during his career from approximately 1960s to 2000s including but not limited to:

1. K-Mart – Greenwood, SC
2. M&M Tire – Greenwood, SC
3. Western Auto – Greenwood, SC
4. Monsanto/Chemstrand Chemical Plant, Greenwood SC
5. Any other site identified by Melvin Welch
6. Any other site on which Melvin Welch's father worked

Please provide a corporate representative to be deposed on the following subject matters:

1. The registered name of the answering Defendant as well as all prior names or predecessor entities by which the Defendant has existed. For each, the current address and the state of incorporation and whether or not it is an active corporation.

2. The full and correct name, the principal place of business and the state and date of incorporation of Defendant.

3. Whether Defendant has ever held a certificate of authority to do business in South Carolina and the addresses for your registered agents for service in South Carolina.

4. Whether Defendant has a registered agent currently in South Carolina. If yes, the full name and full address of the registered agent located in South Carolina.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

5. Whether Defendant has ever owned, leased, rented or otherwise operated or used any real or personal property, facility, store or distribution center located in the State of South Carolina.

6. Whether any property and/or facility which Defendant owned, operated, or controlled had any connection to the manufacture, sale, purchase, distribution, advertisement, application, installation, removal, marketing, development and/or use of asbestos or asbestos-containing materials/products in the state of South Carolina.

7. The names and addresses of persons or entities in South Carolina to whom Defendant sold or distributed any asbestos or asbestos-containing material/product (including insulation contracting as a service, or insulation sold as a product, or otherwise), and the details around such sales.

8. Whether it is more likely than not that any asbestos or asbestos-containing materials or products (including insulation contracting as a service, or insulation sold as a product, or otherwise) sold or distributed by Defendant would be used by, or purchased by, any person or entity with its ultimate use in South Carolina and the basis for your answer.

9. All distributors or wholesalers of Defendant's asbestos and/or asbestos-containing product and/or asbestos covered product in South Carolina.

10. All products, other than asbestos or asbestos-containing products, Defendant has ever sold, distributed, or delivered for sale or distribution, to persons or entities in South Carolina

11. Any lawsuit or other legal action taken by Defendant in any Court in the State of South Carolina against any person or entity including, but not limited to, claims for damages, counterclaims, cross-claims, or third-party claims.

12. Any lawsuit against Defendant in the State of South Carolina or other legal action where Defendant was found subject to personal jurisdiction in the state of South Carolina.

13. Whether any of the contracts that Defendant entered into in the normal course of business contain a forum selection clause, including but not limited to, a clause specifying the forum in which a lawsuit must be filed in the event litigation occurs between Defendant and another party to the contract and if so, which jurisdiction(s) did you specify.

14. The complete present address of Defendant's principal place of business.

15. All documents and tangible things used, related to, or referred to in connection with the preparation of this deposition. For all such documents and tangible things state the number of the topic.

16. The identity of each person who has supplied any information or assisted in locating any documents or tangible things used in answering or responding to this notice, a year-by-year list of all positions or job titles held by each person.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

17. The names and addresses of persons known to Defendant or to counsel that have knowledge concerning the jobsites of the Plaintiff or, otherwise, the facts of this case and indicate whether or not written or recorded statements have been taken from such witnesses and indicate who has possession, custody or control of such statements.

18. When and how Defendant first learned that inhalation of asbestos fibers can lead to the development of each of the following asbestos-related diseases:

(a) asbestosis;
(b) pleural plaques;
(c) pleural thickening;
(d) interstitial fibrosis;
(e) scarring of the lungs;
(f) colon cancer;
(g) laryngeal cancer;
(h) esophageal cancer;
(i) lung cancer; and
(j) mesothelioma (pleural, peritoneal, or pericardial)

19. All trade organizations, trade associations, and any other groups to which Defendant, Defendant's representative or Defendant's current or former employees belonged in which information relating to the hazards of asbestos or nuisance dust in general was discussed, disseminated, or in any way published before 1980. This list should include (but is not limited to) any membership in the American Hygiene Foundation, Industrial Hygiene Foundation, Chemical Manufacturer's Association (or its predecessor, the MCA), American Chemical Council, American Petroleum Institute, National Safety Council, American National Standards Institute (ANSI), Asbestos Information Association, Industrial Medical Association, American Society of Mechanical Engineers; American Society for Testing and Materials, Chlorine Institute, American Industrial Hygiene Association, National Insulation Manufacturers Association, Asbestos Textile Institute, Society of Automotive Engineers, Society of Petroleum Engineers, ACGIH, American Occupational Medicine Association, American Public Health Association, Friction Materials Standards Institute, Brake Lining Manufacturer's Association, American Medical Association, NIOSH and any state safety organizations. As to each listed group, please state:

(a) the time period when Defendant, Defendant's representative or Defendant's current or former employee(s) was a member;
(b) the identity of Defendant's employees, former employees, or representatives who attended any of the meetings held by each listed group, as well as the dates and locations of the meetings they attended;
(c) the identity of Defendant's employees, former employees, or representatives who served on any committees or subcommittees of any listed group (e.g., a medical advisory committee or legal committee); and
(d) the name of the committee or subcommittee on which such person served and the position occupied on the committee, if applicable.

20. The identity of each of Defendant's employees, former employees, or representatives who attended any proceeding, symposium, or conference of a scientific, medical, or technical

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

nature, before 1972, during which information relating to the hazards of asbestos or nuisance dust in general was discussed, disseminated, or in any way published (e.g., the effects of human or non- human exposure to asbestos, populations at risk, etc.). A response to this topic should include any attendance at the Seventh Saranac Symposium in 1952, the Proceedings of the New York Academy of Sciences in October of 1964, any meetings held by any organization in Defendant's response to topic no. 2. For each person identified, the proceeding, symposium, or conference the person attended; the date and location of the proceeding, symposium, or conference; the identity of the person within Defendant's organization who received or was designated to receive the attending person's report of the information gathered at such proceeding, symposium, or conference; and the manner in which such reports were made.

21. Whether Defendant has ever been investigated or cited by OSHA or any other local, state, or federal governmental agency for any matter related to asbestos or asbestos exposure. If so, the dates of such investigations, the results that were communicated to Defendant, and the remedial measures (if any) which were undertaken by Defendant.

22. Whether and, if so, how Defendant stores its documents and records including but not limited to any document retention or document destruction policies throughout Defendant's history from inception to the present.

23. How Defendant's documents are stored, indexed, organized or maintained and identify all records custodians, librarians or other individuals who have presently or have had in the past access to Defendant's document repository.

24. Defendant's complete corporate history, including its ownership, sale, acquisition, or divestiture, and any mergers, acquisitions, consolidations, or other similar events involving Defendant at any time during its history.

25. The first time Defendant became familiar with the concept of a threshold limit value (TLV) or permissible excursion level (PEL), for airborne dust, and how was Defendant first made aware of this concept.

26. Information regarding each expert witness that Defendant may call during the trial of this case including:

(a) The name, address, and job classification of each such witness;
(b) The subject matter on which the expert is expected to testify; and
(c) The substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds or bases for each opinion.

27. Whether any person filed a claim against a Worker's Compensation carrier covering Defendant or any of its subsidiaries or predecessor companies alleging that he/she contracted a disease from inhaling asbestos fibers and if so:

(a) A list of the claims, including each claimant's name, address and the date each claim was filed, and including the caption and jurisdiction of the claim;
(b) The disease alleged in each such claim;
(c) A brief summary of the disposition of each such claim; and

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

(d) The name, address, and title of the person having custody of the records pertaining to each such claim.

28. The identity and address of all of Defendant's insurers, past and present, including but not limited to policy specifics, such as claim limits, aggregate limits, policy limits and coverage dates.

29. All information regarding the first three (3) times Defendant was sued for damages related to exposure to asbestos from working with or around Defendant's products (including date of filing, jurisdiction, name of plaintiff, causes of action alleged, resolution outcome as to Defendant, etc.)

30. The financial condition of Defendant. (The court has ruled that at the discovery phase, the Defendant's net worth for the previous 2 calendar years is sufficiently responsive to this topic.)

31. The basis for the net worth value provided (this topic seeks the underlying data that supports or justifies the net worth value of Defendant for each given year, which will support how Defendant arrived at the net worth number provided).

32. The names, phone numbers and addresses of all lay witnesses whom Defendant presently intends to call to testify at trial, and the subject matter of their testimony and what connection each such person has with matters relevant to this lawsuit (e.g., former co-workers of Plaintiff, former plant manager of plant X, etc.) and whether the witness is within your control and if the witness is retained by counsel.

33. When Defendant first became aware of the Fleischer-Drinker Report and Dreessen Report and how Defendant learned of these Reports.

34. Whether Defendant contends that the fault of a person or entity other than this Defendant was a substantial contributing factor in the development of Plaintiff's (or Plaintiff's decedent's) mesothelioma. If Defendant's answer is anything other than no, the identify of all such entities and people by name.

35. Whether Defendant is asserting affirmative defenses in this case. If Defendant's answer is anything other than no, please:

(a) State all facts in support of each affirmative defense;
(b) Identify all witnesses with information in support of each affirmative defense; and
(c) Identify all documents containing information in support of each affirmative defense.

36. Information regarding each and every piece of equipment or product that Defendant designed, specified, recommended, mined, manufactured, marketed, sold, supplied, distributed, or patented that incorporated asbestos-containing parts or specified the use of asbestos or asbestos- containing products or otherwise utilized asbestos containing component parts in the design, manufacture, construction, erection, operation, service, and/or repair of such equipment including but not limited to:

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

(a) the trade name or brand name of the product designed, specified, recommended, mined, manufactured, marketed, sold, supplied, distributed, or patented by Defendant;
(b) a detailed description of the product, including a description of how and why the equipment involved the use of asbestos or asbestos-containing products;
(c) the date the product was patented (if patented), placed on the market (if marketed), and the inclusive dates of the product's manufacture or sale (if manufactured or sold);
(d) the physical and chemical composition of the product, including the type and/or brandname of asbestos contained in the product and the percentage or amount of asbestosin each product;
(e) the date Defendant stopped designed, specified, recommended, mined, manufactured, marketed, sold, supplied, and/or distributing the product;
(f) the date the product was removed from the market (if marketed) and no longer sold ordistributed and the reasons therefore;
(g) the date asbestos was removed from the product or no longer specified for use withthe product, if ever, and the reasons for removing it;
(h) the seller(s), distributor(s) and/or supplier(s) from whom Defendant purchased the asbestos used in each particular product, and the type (example: crocidolite, amosite, chrysotile) and quantity of asbestos Defendant purchased from each seller(s);
(i) whether Defendant ever conducted any testing on the product to determine whether it posed any potential hazard to human or non-human health;
(j) the plant or facility where the product was mined, manufactured, produced, or researched;
(k) identity of the intended as well as foreseeable users of the product (such as insulators,helpers, pipefitters, boilermakers, welders, machinists, plasterers, drywall finishers, carpenters, shipwrights, etc.); and
(l) a description of any warnings related in any way to asbestos that Defendant placed on the product or its packaging, operating manuals, brochures, catalogs, or other related printed material. This description should include the precise language of the warning,the size of the warning, the location on the product or its packaging where the warning was printed, and when the warning was first placed on the product. In addition, provide the explanation for why a warning or caution was added. If awarning was not given provide an explanation for why it was not given.

37. What year Defendant first begin selling or distributing each asbestos-containing product. Please be specific for each asbestos-containing product manufactured, sold or distributed by you.

38. What year defendant last sold, distributed or manufactured an asbestos-containing product. Please be specific for each asbestos-containing product.

39. Description of each product identified in response to topic number 36, as to its color and

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

physical characteristics and appearances.

40. As to each product identified in response to topic number 36, information describing how such product was packaged or supplied.

41. As to each product identified in response to topic number 36, whether such product was ever further distributed, marketed, packaged, labeled, or sold by companies or individuals other than Defendant. If so, the identity of such companies or individuals, the dates those companies or individuals further distributed, marketed, packages, labeled, or sold Defendant's asbestos-containing products, and the identity of the specific asbestos-containing products involved.

42. As to any product of Defendant identified in response to topic number 36, whether such product was generally expected to reach or packaged to reach, the consumer or user without substantial change in the condition in which it was sold. If not, with respect to each such product, what way Defendant claims such product was to be altered or substantially changed after sale or distribution and before reaching the consumer or user.

43. As to any product of Defendant identified in response to topic number 36, whether or not Defendant contends that such product can be generally utilized without liberating asbestos fibers into the air. If so, please identify such product, generally describe the intended use of the product, and explain how such use would not tend to liberate asbestos fibers into the air.

44. As to any product of Defendant identified in response to topic number 36, whether Defendant ever used any type of written sales contract between Defendant and the buyer of such equipment. If so, whether or not such written sales contract ever include a clause that Defendant would agree to repair and/or service the equipment if necessary.

45. If Defendant ever recommended the use of any asbestos-containing product with any equipment made or sold by Defendant.

46. If it was foreseeable to Defendant, at the time each type or piece of equipment identified in response to topic number 36 above was released for sale and distribution, that the asbestos or asbestos-containing products recommended or specified for use with such equipment might be removed, stripped, ripped out, or replaced at some time after installation.

47. If Defendant ever sold asbestos-containing replacement parts for any of the equipment made or sold by you. If so, the part and when it was sold.

48. For each type or piece of equipment identified in response to topic number 36, whether asbestos gaskets were utilized as component parts. If so, when?

49. For each type or piece of equipment identified in response to topic number 36, whether asbestos packing was utilized as a component part at any time. If so, when?

50. For each type or piece of equipment identified in response to topic number 36, whether at any time, was it necessary, required or recommended for asbestos insulation to be utilized in

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

conjunction with any of your equipment. If so, when and under what circumstances.

51. The serial numbers for any of your equipment identified that are (1) located in South Carolina and (2) located at jobsites in states other than South Carolina identified in the work histories of the Plaintiffs previously provided.

52. Whether Defendant claims that any patent would cover any product listed in response to the topics above. If so, the number of the patent, the date same was issued and the number of each patent application that is pending.

53. Whether Defendant sold and/or distributed products containing asbestos to the employers of Plaintiff (or Plaintiff's decedent) or the premises at issue during the time listed or any time prior thereto. Please note that this includes asbestos fiber, thermal insulation, refractory asbestos products or cloth or spray products containing asbestos, as well as all asbestos- containing equipment, and/or asbestos containing replacement component parts.

54. If the answer to the preceding topic is in the affirmative:
(a) The names of the products sold;
(b) To whom the product was sold and shipped;
(c) As to each of the above-mentioned products, please include the quantities of each shipped to each company during the applicable time period; the site to which eachproduct was shipped; and the date of shipment;
(d) As to each of the products mentioned above, produce in electronic format copies of:
(1) Any pertinent trademark, copy of such trademark, and the trademarkregistration number;
(2) The label, or copy of the label, used in the packaging of the particular product;
(3) A photograph of the product itself;
(4) Sales brochures, specification sheets, performance data, or other promotionalmaterial as well as any and all installation materials, data or brochures which would have accompanied or been distributed in connection with the installation, application, or use of each of the above-mentioned products;
(5) Any invoices, purchase orders, sales receipts or other documents which show sales of any products to the worksites of Plaintiff or the employers of Plaintiffduring the time Plaintiff was employed or worked at the worksite or prior.
(e) If you cannot provide all of the above documents, please indicate the name or names of the individuals having custody of said documents or copies thereof.

55. Whether Defendant sold any products containing asbestos or any asbestos fiber to any of the defendants in this suit or their predecessors. If so, what years, to whom, and in what quantities.

56. Whether Defendant sold any products containing asbestos or any asbestos fiber to any of the employers of Plaintiff. If so, what years, to whom, and in what quantities.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

57. Whether Defendant sold any products containing asbestos or any asbestos fiber to any of premises at issue. If so, what years, to whom, and in what quantities.

58. Whether there was a service company associated with servicing your asbestos-containing products. (for example, Fisher Controls International was associated with Fisher Service Company who would be hired by customers such as Duke Energy to service the Fisher valves at the Duke Energy plants).

59. If your answer to the preceding topic is in the affirmative, the full name of the service company, the locations of the service company properties of which you are aware, and geographical jurisdiction of each service company.

60. Whether Defendant ever mined, manufactured, marketed, produced, researched, sold, distributed, or patent any product which did not contain asbestos and which could be substituted for any asbestos-containing product. If so, the identity of such asbestos-free product, and state the date such product was first placed on the market.

61. When, if ever, Defendant became aware of asbestos-free substitutes or alternatives for each asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant (e.g. mineral wool), regardless of Defendant's belief of the viability of such substitutes or alternatives.

62. Each asbestos-free substitute or alternative for any asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant, and when Defendant believed an asbestos-free alternative was an adequate substitute for the asbestos-containing product. If Defendant contends that asbestos free substitutes were not viable, the basis of that contention.

63. Any information about efforts by Defendant to protect users of the asbestos-containing product(s) you approved, designed, specified, sold, supplied or distributed to the premises at issue, from potential hazards associated with the use of said asbestos containing-product(s), and any such precautions and actions taken by you.

64. The identity of all persons with knowledge of facts relevant to the presence or absence of asbestos and/or asbestos-containing products approved, designed, specified, sold, supplied or distributed by Defendant at any of the premises at issue where Plaintiff, Plaintiff's decedent, or (in a household exposure case) exposed family member was present and any information as to the nature of the individual's knowledge as it relates to this subject matter.

65. Beginning in the year that Defendant first manufactured, marketed, produced, researched, sold, distributed, or patented any asbestos-containing product, and continuing through the presentday, the identity each person who has held the position of corporate medical director, corporate safety director, and corporate industrial hygienist, however characterized. For each person identified, the person's current or last known address and whether the person is currently alive or dead, if known.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

66. Whether there are any documents, including but not limited to, invoices, billing records, sales records, contracts, purchase orders, or any other like document that reflect the distribution, approval, specification or sale of asbestos-containing products (1) to premises at issue in South Carolina and (2) to premises at issue in states other than South Carolina identified in the work history of the Plaintiff previously provided.

67. Information regarding any contention that asbestos-containing products you specified, approved, or supplied were not or could not have been sold, distributed or otherwise present at any of the premises at issue which Plaintiff claims exposure to asbestos, and the reasons for this contention and the underlying basis for it. Also, the identity of the individual or individuals who will testify to this contention and the underlying basis for their testimony.

68. Information regarding any contention that there is another entity who was in an equal or better position to warn users of any asbestos related dangers of any asbestos-containing product or equipment made or sold by Defendant and the identity of that entity, the reasons you believe that entity had knowledgeregarding the dangers of asbestos, when you believe that knowledge was obtained and the reasons you contend that the entity was in an equal or better position than you to make users aware of asbestos dangers relating to your products or equipment.

69. All information relating to Defendant's knowledge of asbestos hazards.

70. Detailed information about all insurance policies available to Defendant for the damages in the *Welch* case, and/or for premises at issue in the *Welch* case.

71. What You (the company) did to prepare for this deposition (documents searched for, documents reviewed, people searched for, people interviewed, etc.)

72. What the witness, in particular, did to prepare for this deposition, including but not limited to specifically how the witness prepared to discuss subjects outside of his/her personal knowledge (considering the former job duties and/or time period when the deponent was employed by You, if any).

73. Information regarding document searches You (the company) has performed at any time for litigation involving asbestos (i.e. when the search occurred, where it occurred, by whom, results, total bates-stamp range applied to all documents produced, etc.).

74. Information regarding document searches You (the company) has performed in this particular case. (i.e. when the search occurred, where it occurred, by whom, results, bates-stamp range applied to all documents produced, etc.).

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT B

For purposes of these requests, the following words shall have the following meanings:

The terms "RECORD" or "RECORDS" or "DOCUMENT" or "DOCUMENTS" means any and all written, printed, typed, recorded or graphic material, however produced, or reproduced, stored, known to exist, by way of example and not by limitation, invoices, contracts evidencing purchase or receipt, ledger cards, material requests, communications, writings, printings, records, worksheets, abstracts, summaries, statistics, notes, market data, journals, ledgers, expense reports, specifications, contracts, contract bids, purchase orders, bills of lading, shipping orders, dock receipts, cancelled checks, computer print-outs, microfilm, microfiche, which in any way pertain to the document request made herein.

The terms "YOU" and "YOUR" mean responding party and all of its divisions, predecessors-in-interest, successors-in-interest, subsidiaries, parent companies, sister companies, joint ventures, partners and divisions thereof, including all current and former owners, employees, managers, officers, directors, agents, attorneys and any other person(s) acting upon its behalf

The term "PERSON" and "PERSONS" means a natural person, firm, association, organization, partnership, business trust, limited liability company, corporation, or public entity.

The term "PREMISES AT ISSUE" means any of the following worksites where Melvin Welch worked during his career from approximately 1960s to 2000s including but not limited to:

1. K-Mart – Greenwood, SC
2. M&M Tire – Greenwood, SC
3. Western Auto – Greenwood, SC
4. Monsanto/Chemstrand Chemical Plant, Greenwood SC
5. Any other site identified by Melvin Welch
6. Any other site on which Melvin Welch's father worked

Please produce the following:

1. Please produce all documents showing any services provided by Defendant to the premises at issue or employers of Plaintiff during the same years Plaintiff alleges working at the premises.

2. Please produce all documents concerning any tests conducted by you or on behalf of you to determine potential health hazards associated with the use of or exposure to asbestos fibers associated with any products Defendant specified, approved, sold to or used at any of the premises at issue.

3. Please produce all documents identifying each distributor or wholesaler located or authorized to sell or distribute asbestos-containing products for you (1) in or for South Carolina and (2) in or for any premises at issue outside of South Carolina identified in Plaintiff's work

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

history previously provided. For each distributor or wholesaler, please produce documents containing the following information:

(a) Name and last known address;
(b) The years of, and the geographical area encompassed by the relationship;
(c) Whether there was a written distributorship agreement;
(d) Whether the distributorship was exclusive; and
(e) The extent to which sales to customers in this state were handled through distributors or wholesalers located outside this state.

4. Please produce all documents identifying the names, phone numbers and addresses of all lay witnesses whom you presently intend to call to testify at trial, and briefly identify the subject matter of their testimony and what connection each such person has with matters relevant to this lawsuit (e.g., former co-workers of Plaintiff, former plant manager of plant X, etc.). Indicate if the witness is within your control and if the witness is retained by counsel.

5. Please produce all documents which identify each asbestos-containing product that Defendant designed, specified, sold, supplied or distributed to the premises at issue at any time before Plaintiff's last day of alleged work at said worksite. Please produce documents containing the following information:

(a) the trade name or brand name of the product mined, manufactured, marketed, produced, researched, sold, distributed, and/or patented;
(b) the date the product was patented (if patented), placed on the market (if marketed), and the inclusive dates of the product's manufacture or sale (if manufactured or sold);
(c) the physical and chemical composition of the product, including the type of asbestos contained in the product and the percentage or amount of asbestos in each product;
(d) the date Defendant stopped mining, manufacturing, marketing, producing, researching, selling, and/or distributing the product;
(e) the date the product was removed from the market (if marketed) and no longer sold or distributed and the reasons therefore;
(f) the date asbestos was removed from the product, if ever, and the reasons for removing it;
(g) the seller(s), distributor(s) and/or supplier(s) from whom Defendant purchased the asbestos used in each particular product, and the type (example: amosite, chrysotile) and quantity of asbestos Defendant purchased from the seller(s);
(h) whether Defendant ever conducted any testing on the product to determine whether it posed any potential hazard to human or non-human health;
(i) the plant or facility where the product was mined, manufactured, produced, or researched;
(j) the foreseeable users of the product (such as insulators, helpers, pipefitters, boilermakers, welders, machinists, plasterers, drywall finishers, carpenters, shipwrights, etc.); and
(k) a description of any warnings that Defendant placed on the product or its packaging, operating manuals, brochures, catalogs, or other related printed material. This description should include the precise language of the warning, the size of the warning, the location on the product or its packaging where the warning was printed, and when the warning was first placed on the product. In addition, include the

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

explanation for why a warning or caution was added. If a warning was not given provide an explanation for why it was not given.

6. As to any asbestos-containing product designed, specified, sold, supplied or distributed by Defendant to the premises at issue at any time, produce all documents which indicate such products were ever further distributed, marketed, packaged, labeled, or sold by companies or individuals other than Defendant.

7. Please produce all documents that support Defendant's contention that as to each asbestos-containing product approved, designed, specified, sold, supplied or distributed by Defendant for the premises at issue or employer of Plaintiff, such product was or was not to be altered or substantially changed after sale or distribution and before reaching the consumer or user.

8. Please produce all documents showing at the time each asbestos-containing product was approved, designed, specified, sold, supplied or distributed by Defendant, that the product or one or more of its components might be removed, stripped, ripped out, or replaced at some time after installation.

9. Please produce all documents showing when, if ever, did Defendant become aware of asbestos-free substitutes or alternatives for such product (e.g. mineral wool), regardless of Defendant's belief of the viability of such substitutes or alternatives.

10. Please produce all documents in Defendant's possession discussing any asbestos-free substitute or alternative for any asbestos-containing product approved, designed, specified, sold, supplied or distributed by Defendant.

11. If it is your contention that you took the proper precautions to protect users of the asbestos-containing product(s) you approved, designed, specified, sold, supplied or distributed to the premises at issue, please produce all documents which support this contention.

12. Please produce all sales documents, including but not limited to, invoices, billing records, sales records, contracts, purchase orders, or any other like document that reflect the distribution, approval, specification or sale of asbestos-containing products (1) to premises at issue in South Carolina and (2) to premises at issue in states other than South Carolina identified in the work history of the Plaintiff previously provided.

13. If it is your contention that asbestos-containing products you specified, approved, or supplied was not or could not have been sold, distributed or otherwise present at any premises at issue at which Plaintiff claims exposure to asbestos, please produce all documents which support this contention.

14. Please produce all documents concerning each and every piece of equipment that Defendant approved, designed, specified, sold, supplied or distributed to the premises at issue or employers of Plaintiff in which asbestos containing parts are used or specified or otherwise utilized asbestos containing component parts in the design, manufacture, construction, erection,

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

operations, service, and/or repair of such equipment. Specifically, please produce documents providing the following information:

(a) the trade name or brand name of the equipment approved, designed, specified, sold, supplied or distributed by Defendant;
(b) the type and/or brand name of asbestos or asbestos-containing product specified for use with the equipment;
(c) the date the equipment was placed on the market, and the inclusive dates of the equipment's manufacture, sale, and distribution;
(d) a detailed description of the equipment, including a description of how and why the equipment involved the use of asbestos or asbestos-containing products;
(e) the date Defendant stopped approving, designing, specifying, selling, supplying or distributing the equipment;
(f) if applicable, the date the equipment was removed from the market and no longer sold or distributed and the reasons therefore;
(g) if applicable, the date asbestos was no longer specified for use with the equipment, and the reasons for no longer specifying it;
(h) if applicable, the seller from whom Defendant purchased the asbestos containing equipment, and the type (example: amosite, chrysotile) and quantity of asbestos utilized in the product;
(i) whether Defendant ever conducted any testing on the equipment to determine whether the use of the product posed any potential asbestos-related hazard to human or non-human health;
(j) the plants or facilities where the equipment was installed;
(k) the foreseeable users of the equipment (such as insulators, helpers, pipefitters, boilermakers, welders, machinists, plasterers, drywall finishers, carpenters, shipwrights, etc.); and
(l) a description of any warnings regarding asbestos present on the equipment or its packaging, operating manuals, brochures, catalogs, or other related printed material. This description should include the precise language of the warning, the size of the warning, the location on the equipment or its packaging where the warning was printed, and when the warning was first placed on the equipment. In addition, include the explanation for why a warning or caution was added. If a warning was not given provide an explanation for why it was not given.

15. As to any equipment identified in response to topic number 36, please produce any type of written sales contract between Defendant and the buyer of such equipment, including any agreement to repair and/or service the equipment.

16. Please produce all documents showing the sale, supply or distribution of any asbestos-containing replacement parts for any of the equipment approved, designed, specified, sold, supplied or distributed by you to the premises at issue or employers of the Plaintiff.

17. Please produce all documents that support your contention that for each type or piece of equipment identified in response to topic number 36, that asbestos insulation, was or was not necessary, required or recommended to be utilized in conjunction with any such equipment.

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

18. Please produce all documents showing the serial numbers for any equipment identified in your responses to topics above (1) located at the premises at issue or employers of Plaintiff in South Carolina and (2) located at premises at issue in states other than South Carolina identified in the work history of the Plaintiff previously provided.

19. If you contend that there is another entity who was in an equal or better position to warn users of any asbestos related dangers of any asbestos-containing product or equipment approved, designed, specified, sold, supplied or distributed by you to the premises at issue or employer(s) of Plaintiff, please produce all documents which support this contention.

20. Please produce all insurance policies available to Defendant for the damages in the *Welch* case, and/or for premises at issue in the *Welch* case.

21. Please produce all documents regarding Defendant's knowledge of asbestos hazards.

22. Please produce all documents reviewed by the witness, and any notes taken in review of such documents.

23. Please produce any written procedure for document searches, or notes taken during document searches or descriptions of document searches You (the company) has done at any time for litigation involving asbestos, including but not limited to the current case (i.e. when the search occurred, where it occurred, by whom, etc.).

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

EXHIBIT 3

GB-7718

Guy M. Beaty & Co.

CONTRACTORS — DISTRIBUTORS
P. O. BOX 1656 — 522 S. ELLIOTT ST.
PHONE ED 3-8625-6
CHARLOTTE, N. C.

ORDER No. 11226

DATE ~~REDDEX~~ 3-7-67

TO: Atlas Asbestos Company
Montreal,Canada

SHIP TO: Us- here

IMPORTANT
Render Invoices in Triplicate.

Any materials shipped on this Purchase Order after the 25th of the month will be considered as a first of the following months billing and discounted accordingly.

When AT ONCE

Via: SAL-P&N delivery

	1/2"	10 ctns.	1" thk. NewTherm pipe coering w/std. canvas
1"-10	3/4"	15 ctns. 25	ditto
	1¼"	20 ctns. 30	ditto
	1½"	30 ctns. 40	ditto
	2"	40 ctns. 80	ditto
	2½"	30 ctns. 40	ditto
	3"	30 ctns. 40	ditto
	4"	30 ctns. 50	ditto
	5"	20 ctns.	ditto
	6"	30 ctns. 60	ditto
	2"	15 ctns.	1½" thk. NewTherm pipe covering w/std. canvas
	2½"	10 ctns.	ditto
	3"	40 ctns.	ditto
	4"	20 ctns.	ditto
	5"	20 ctns.	ditto
	6"	60 ctns.	ditto
18"	8"	40 ctns.	ditto
	6"	3 ctns.	2" thk. NewTherm pipe covering w/std. canvas
	8"	25 ctns.	ditto
	10"	2ctns.	ditto

CONFIRMING DO NOT DUPLICATE

2X6X36 - 50 Cts. 30 Cts.
1½x6x36 - 50 " "

Guy M. Beaty & Co.

ILB

By .....

N. C. SALES TAX NO. — 60-01826
S. C. SALES TAX NO. — 99-80679

GMB03273

ROA 1453

ELECTRONICALLY FILED - 2023 Apr 12 4:57 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

ATLAS ASBESTOS COMPANY

DIVISION OF BELL ASBESTOS MINES, LIMITED
HEAD OFFICE
5600 HOCHELAGA ST. MONTREAL 5, QUE.
AREA CODE 514
TEL. 259-2531

MONTREAL 5600 HOCHELAGA AREA CODE 514 TEL. 259-2531
TORONTO 131 BROWN'S LINE AREA CODE 416 TEL. 259-9281 766-2453
VANCOUVER 833 CUNDY AVE. ANNACIS INDUSTRIAL ESTATE NEW WESTMINSTER AREA CODE 604 TEL. 521-7751
EDMONTON 10443 - 123RD. ST. AREA CODE 403 TEL. 488-6443 488-2882

SOLD TO	SHIP TO	BALANCE	OUR INVOICE NO.
GUY M. BEATTY CO. P.O. BOX 1656 CHARLOTTE, NORTH CAROLINA, U.S.A.	SAME 520 SOUTH ELLIOT STREET CHARLOTTE, N.C. U.S.A.	BACK ORDERED ☐ / ORDER COMPLETE ☐	E 83353
		PRODUCT CLASS: IN	OUR ORDER NO.: E 56166
			CUSTOMER'S ORDER NO.: X 52-50352

DATE ENTERED	F.O.B.	PREPAID	COLLECT	FEDERAL LICENSE NO.	PROV. & MUN. LICENSE NO.	APPROVED
FEB.23/67	MONTREAL F/A CHARLOTTE, N.C.	X		EXPORT	N/A	

SALESMAN	SHIPPED EX	CUSTOMER		T.T.	TERMS	CLASS	NO. OF INV.	DATE OF INVOICE
2	M	902	106	52	2%10TH PROX NET 30TH PROX	C	10	Feb 28/67

TAX CL.	INVENTORY QUANTITY ORDERED	UNIT	SHIPPED	PRODUCT CODE		DESCRIPTION	SALES QTY SHIPPED	PRICE	UNIT	DISCOUNT	EXTENSION
2					1	NEWTHERM RADIUSED & BEVELEED BLOCKS					
	70	ONLY	70	55 3 3 3	2	GROUP 1 X 2" THICK ½USE WITH 10" X 2")	105.0	1.20	SQ.FT.	58%	185.84
	182	ONLY	182	7-12	3	GROUP 2 X 1-1/2" (FOR 22" X 1-1/2"	273.0	0.90	SQ.FT.	58%	103.19
					4			U.S. CURRENCY			
					5						
					6	SHIP WITH THEIR 52-50351 ON E-56167-68					
					7						
					8	F.W. MYERS INC.,					
					9	CHAMPLAIN, N.Y.					
					10						
					11						
					12						

FOR CUSTOMS CLEARANCE NOTIFY...

U.S. DUTY & BROKERAGE INCLUDED IN PRICES, AND ALL SUCH CHARGES FOR THE ACCOUNT OF ATLAS ASBESTOS COMPANY.

FEDERAL TAX STATUS: EXEMPT - EXPORT

SPECIAL INSTRUCTIONS:
* IF POSSIBLE SHIP WITH SMITH ORDER E-55653

PLANNED DATE OF SHIPMENT	SHIP VIA	BILL OF LADING NO.	DATE SHIPPED
	MAISLIN BROS. TO N.Y./CAROLINA FRT. CARRIER	B- 21260	FEB. 28/67

FREIGHT	WEIGHT	RATE	AMOUNT	FREIGHT	CODE	WEIGHT	RATE	AMOUNT	NO. OF PIECES	WEIGHT
RECOVERABLE 418-010-00				FREIGHT ALLOWED					WITH E- 55653	

NET TOTAL 209.03

DISCOUNT ALLOWED $ 418 IF PAID BY March 10/67

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ATLAS ASBESTOS COMPANY

DIVISION OF BELL ASBESTOS MINES, LIMITED
HEAD OFFICE
5600 HOCHELAGA ST., MONTREAL 5, QUE.
AREA CODE 514
TEL: 259-2531

MONTREAL
5600 HOCHELAGA
AREA CODE 514
TEL. 259-2531

TORONTO
131 BROWN'S LINE
AREA CODE 416
TEL. 259-9281
766-2453

VANCOUVER
833 CUNDY AVE.
ANNACIS INDUSTRIAL ESTATE
NEW WESTMINSTER
AREA CODE 604
TEL: 521-7751

EDMONTON
10443 - 123RD. ST.
AREA CODE 403
TEL. 488-6443
488-2882

SOLD TO
GUY M. BEATTY CO.,
P.O. BOX 1656
CHARLOTTE, NORTH CAROLINA, U.S.A.

SHIP TO
SAME
520 SOUTH ELLIOT STREET
CHARLOTTE, N.C. U.S.A.

BALANCE: BACK ORDERED ☐ — ORDER: COMPLETE ☐ — PRODUCT CLASS: IN
OUR INVOICE NO.: E 83352
OUR ORDER NO.: E 56167
CUSTOMER'S ORDER NO.: 52-50351
CUSTOMER'S REQUISITION NO.:

DATE ENTERED	F.O.B.	PREPAID	COLLECT	FEDERAL LICENSE NO.	PROV. & MUN. LICENSE NO.	APPROVED
FEB. 23/67	MONTREAL F/A CHARLOTTE, N.C.	X		EXPORT	N/A	

SALESMAN	SHIPPED EX.	CUSTOMER	T.T.	TERMS	CLASS	NO. OF INV.	DATE OF INVOICE
2	M	902 106	52	2% 10TH PROX NET 30THPROX	C	10	Feb 28/67

TAX CL.	INVENTORY QUANTITY ORDERED	UNIT	SHIPPED	PRODUCT CODE		DESCRIPTION	SALES QTY. SHIPPED	PRICE	UNIT	DISCOUNT	EXTENSION
2					1	NEWTHERM PIPE COVERING NO CANVAS					
	42	FEET		5505	4312	2 3" X 1-1/2" FOR 3" X 3"	42	1.50	FOOT	58%	26.46
	42	FEET			4324	3 6" X 1-1/2" FOR 3" X 3"	42	2.20	FOOT	58%	38.81
	30	FEET			4314	4 4" X 1-1/2" FOR 4" X 3"	30	1.70	FOOT	58%	21.42
	30	FEET			4338	5 7" X 1-1/2" FOR 4" X 3"	30	2.45	FOOT	58%	30.87
	21	FEET			4412	6 8" X 2" FOR 8" X 4"	21	3.50	FOOT	58%	30.87
	21	FEET				7 12" X 2" FOR 8" X 4"	21	4.85	FOOT	58%	42.78
	21	FEET			4414	8 10" X 2" FOR 8" X 4"	21	4.20	FOOT	58%	37.04
						9 SHIP WITH THEIR 52-50352 ON E-56165-66			U.S.CURRENCY		
						10 FOR CUSTOMS CLEARANCE NOTIFY... F.W. MYERS INC.,					
						11 CHAMPLAIN, N.Y.					
						12					

U.S. DUTY & BROKERAGE INCLUDED IN PRICES AND ALL SUCH CHARGES FOR THE ACCOUNT OF ATLAS ASBESTOS COMPANY.

FEDERAL TAX STATUS: EXEMPT - EXPORT

SPECIAL INSTRUCTIONS:
* IF POSSIBLE SHIP WITH SMITH ORDER E-55653

PLANNED DATE OF SHIPMENT	SHIP VIA	BILL OF LADING NO.	DATE SHIPPED
	MAISLIN BROS. TO N.Y./CAROLINA FRT. CARRIER	B- 21260	FEB. 28/67

FREIGHT	WEIGHT	RATE	AMOUNT	FREIGHT ALLOWED	CODE	WEIGHT	RATE	AMOUNT	NO. OF PIECES	WEIGHT
RECOVERABLE 418-010-00									WITH E- 55653	

NET TOTAL: 322.25
DISCOUNT ALLOWED: $ 4.57 IF PAID BY [illegible]

EXTRA COPY

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EXHIBIT 9

NO. 2013-C-0695

COURT OF APPEAL, FOURTH CIRCUIT

STATE OF LOUISIANA

JEREIANA H. RELF

VERSUS

ASBESTOS CORPORATION LIMITED, ET AL.

IN RE: ASBESTOS CORPORATION LIMITED

APPLYING FOR: SUPERVISORY WRIT

DIRECTED TO: HONORABLE PAULA A. BROWN
CIVIL DISTRICT COURT, ORLEANS PARISH
DIVISION "J", 2012-05415

WRIT DENIED

Relator, Asbestos Corporation Limited (ACL), seeks review of the trial court's judgment of May 1, 2013 that granted plaintiff's Motion to Compel and denied ACL's Motion for Protective Order. Finding no error in the judgment of the trial court, we deny the writ.

New Orleans, Louisiana this 30th day of July, 2013.

JUDGE DENNIS R. BAGNERIS, SR.

JUDGE JOY COSSICH LOBRANO

JUDGE SANDRA CABRINA JENKINS

JUL 30 2013

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Office Of The Clerk
Court of Appeal, Fourth Circuit
State of Louisiana

Danielle A. Schott
Clerk of Court

Susan B. Hammer
Chief Deputy Clerk of Court

400 Royal Street
Third Floor

Mailing Address:
410 Royal Street
New Orleans, Louisiana
70130-2199
(504) 412-6001
FAX (504) 412-6019

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NOTICE OF JUDGMENT AND CERTIFICATE OF MAILING

I CERTIFY THAT A COPY OF THE WRIT DISPOSITION IN THE BELOW-NUMBERED MATTER HAS BEEN MAILED ON OR DELIVERED THIS DAY **07/30/2013** TO THE TRIAL JUDGE, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

DAS/rmj
DANIELLE A. SCHOTT
CLERK OF COURT

2013-C-0695

Elizabeth Smyth Rambin
Raymond Joseph Pajares
PAJARES & SCHEXNAYDRE, L.L.C.
68031 Capital Trace Row
Mandeville, LA 70471-

Mickey P. Landry
David Ryan Cannella
LANDRY SWARR & CANNELLA, L.L.C.
1010 Common Street
Suite 2050
New Orleans, LA 70112

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EXHIBIT 10

No. 2012 - 05415

Section: 05 - K

RELF, JEREIANA H.
versus
ASBESTOS CORPORATION LIMITED, ET AL

Date Case Filed: 5/31/2012

NOTICE OF SIGNING OF JUDGMENT

TO:

David R Cannella Esq 26231
1010 Common Street, Suite 2050
New Orleans LA 70112

Elizabeth S Rambin Esq 17149
68031 Capital Trace Row
Mandeville LA 70471

In accordance with Article 1913 C.C.P., you are hereby notified that Judgment in the above entitled and numbered cause was signed on December 16, 2013
New Orleans, Louisiana.
December 17, 2013

MINUTE CLERK

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FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2012-5415 SECTION 5 DIVISION "J"

JEREIANA H. RELF

VERSUS

ASBESTOS CORPORATION LIMITED, ET AL.

FILED: _____ _____

DEPUTY CLERK

JUDGMENT

This matter came for hearing on October 17, 2013, on plaintiff's Motion to Strike Affirmative Defenses of ACL, and/or in the Alternative, Rule for Contempt and Sanctions, and/or in the Alternative, Motion to Compel Verified Discovery Responses and the Production of a Corporate Representative for Deposition.

PRESENT WERE:

DAVID CANNELLA, Attorney for Plaintiff, Jereiana H. Relf; and

ELIZABETH RAMBIN and RAY PAJARES, Attorneys for Defendant, Asbestos Corporation Limited.

This Court, after consideration of the pleadings, exhibits and argument of counsel and for the reasons orally assigned, orders the following to-wit:

IT IS ORDERED, ADJUDGED AND DECREED that plaintiff's Motion to Strike Affirmative Defenses of ACL, and/or in the Alternative, Rule for Contempt and Sanctions, and/or in the Alternative, Motion to Compel Verified Discovery Responses is GRANTED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ACL is in contempt of court for its failure to comply with the Court's discovery Order on October 15, 2013. As a result of the contempt, ACL's defenses are limited to medical issues, whether ACL's conduct constitutes negligence, or whether ACL could be held liable under the principles of strict products liability.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff, Jereiana H. Relf, is entitled to an irrebuttable presumption that she has been exposed to asbestos mined, sold, or supplied by ACL and that ACL is prohibited from introducing any evidence to the contrary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiffs' Motion to Compel the Production of a Corporate Representative for Deposition is GRANTED and that ACL is to appear on October 22, 2013 at 10:00 a.m. and advise the Court on whether it will appear for the deposition to testify relative to the subjects identified by plaintiff's counsel in open court.

Signed in New Orleans, Louisiana, this 16th day of December, 2013.

JUDGE PAULA A. BROWN

A TRUE COPY
DEPUTY CLERK, CIVIL DISTRICT COURT
PARISH OF ORLEANS

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EXHIBIT 11

IN THE CIRCUIT COURT
STATE OF MISSOURI
TWENTY-FIRST JUDICIAL CIRCUIT
(COUNTY OF ST. LOUIS)

FILED
DIV. NOV 07 2017 10
JOAN M. GILMER
CIRCUIT CLERK, ST LOUIS COUNTY

RUTH ANN BORROWMAN and RONALD ALTON HARRIS, as the surviving heirs of DEBORAH ELLEN HARRIS, deceased,

Plaintiff,

v.

ASBESTOS CORPORATION, LIMITED, et al.

Defendants.

Cause No. 16SL-CC04705

Division No. 10

ORDER

Whereas Asbestos Corporation Limited filed a Motion to Dismiss for Lack of Personal Jurisdiction Pursuant to Rule 55.27 in response to plaintiffs' Second Amended Petition on October 19, 2017, raising multiple personal jurisdiction arguments and whereas similar motions involving the same issues filed by Asbestos Corporation Limited in Missouri state courts have been denied in the past. Asbestos Corporation Limited and Plaintiffs have agreed upon the disposition of the instant motion and consent to the entry of this Order.

Accordingly, IT IS HEREBY ORDERED that ACL has raised and preserved its jurisdictional objections and the Motion of Asbestos Corporation Limited to dismiss Plaintiffs' Second Amended Petition for Lack of Personal Jurisdiction Pursuant to Rule 55.27 is denied.

9061199

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The undersigned attorney for defendant, Asbestos Corporation Limited, hereby consents to the within Order only as to form.

SANDBERG PHOENIX & von GONTARD P.C.

By: _____

Reed W. Sugg, #29314
Steven T. Walsh, #59546
600 Washington Avenue - 15th Floor
St. Louis, MO 63101-1313
314-231-3332
314-241-7604 (Fax)
rsug@sandbergphoenix.com
swalsh@sandbergphoenix.com

Attorneys for Defendant
Asbestos Corporation Limited

The undersigned attorney for plaintiff hereby consents to the entry of the within Order.

DEAN, OMAR & BRANHAM, LLP

By: _____

Sabrina Stone, #68918
Trey Branham (*Admitted Pro Hac Vice*)
302 N. Market St., Ste. 300
Dallas, TX 75202
sstone@dobllp.com

Attorneys for Plaintiffs

SO ORDERED,

_____
Judge Michael T. Jamison

9061199

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