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SC Court of Appeals

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. 2020-CP-40-02098

Appellate Case No. 2024-000674

Covil Corporation, by and through its duly appointed Receiver, Peter D. Protopapas, Respondent,

v.

Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and
South Carolina Property and Casualty Insurance Guaranty Association..... Defendants,

Of which Pennsylvania National Mutual Casualty Insurance Company is the Appellant.

**RECORD ON APPEAL
VOLUME 33**

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without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

12. As a direct and proximate result of the conduct as alleged within, Plaintiff Ronnie J. Jonas has suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

13. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Ronnie J. Jonas incurred and is continuing to incur liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff's medical treatment is ascertained.

14. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Ronnie J. Jonas has incurred, and will incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiff. Plaintiff prays leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

15. The Plaintiff Ronnie J. Jonas is currently a resident of the State of North Carolina. He was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina and North Carolina.

16. The Defendants that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as “Product Defendants.” At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale, and distribution of asbestos-containing products and raw material.

17. The Defendants that owned and/or controlled the work sites where Plaintiff Ronnie J. Jonas experienced occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity are referred to herein as the “Premises Defendants.”

18. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in- interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION 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, asbestos-containing Buffalo pumps. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Plaintiff’s claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant’s business activities in the State of South Carolina.

19. Defendant, **ABB INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ABB INC. 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, asbestos-containing ITE circuit breakers. ABB INC. is

sued as a Product Defendant. Plaintiff's claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.

20. Defendant, **AECOM ENERGY & CONSTRUCTION, INC.**, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., is sued as a Product Defendant. AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas, to lethal doses of asbestos. AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., is sued as a Product Defendant. Plaintiff's claims against AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., arise out of this Defendant's business activities in the State of South Carolina.

21. Defendant, **ANCHOR DARLING VALVE COMPANY**, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto,

ANCHOR DARLING VALVE COMPANY 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, asbestos-containing Darling valves. ANCHOR DARLING VALVE COMPANY is sued as a Product Defendant. Plaintiff's claims against ANCHOR DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **A. O. SMITH CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A. O. SMITH CORPORATION 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, asbestos-containing heaters and boilers. A. O. SMITH CORPORATION is sued as a Product Defendant. Plaintiff's claims against A. O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **ARMSTRONG INTERNATIONAL, INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. 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, asbestos-containing Armstrong steam traps. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiff's claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **AURORA PUMP COMPANY**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, AURORA PUMP COMPANY 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, asbestos-containing Aurora pumps. AURORA PUMP COMPANY is sued as a Product Defendant. Plaintiff's claims against AURORA PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **BAHNSON, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **BW/IP INC.**, and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. 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, asbestos-containing Byron Jackson pumps. BW/IP INC. is sued as a Product Defendant. Plaintiff's claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **CARBOLINE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE COMPANY 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, asbestos-containing coatings. CARBOLINE COMPANY is sued as a Product Defendant. Plaintiff's claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **CARRIER CORPORATION**, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION 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, asbestos-containing heat exchangers. CARRIER CORPORATION is sued as a Product Defendant. Plaintiff's claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **CARVER PUMP COMPANY**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY 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, asbestos-containing Carver pumps. CARVER PUMP COMPANY is sued as a Product Defendant. Plaintiff's claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.**, f/k/a HOKE, INC., was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. 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, asbestos-containing Hoke valves. CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiff's claims against CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims

against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **CRANE CO.**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, CRANE CO. 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, asbestos-containing Crane feed tanks, pumps and valves, as well as, asbestos-containing Cranite gaskets, Chapman valves, and Deming pumps. CRANE CO. is sued as a Product Defendant. Plaintiff's claims against CRANE CO. arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **CROSBY VALVE, LLC**, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC 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, asbestos-containing Crosby valves. CROSBY VALVE, LLC is sued as a Product Defendant. Plaintiff's claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. DANIEL INTERNATIONAL CORPORATION is sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION 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, asbestos-containing Cutler Hammer electrical products. EATON CORPORATION is sued as a Product Defendant. Plaintiff's claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **EMCOR GROUP, INC.**, individually and as successor-in-interest to BAHNSON, INC., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, EMCOR GROUP, INC., individually and as successor-in-interest to BAHNSON, INC., 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. EMCOR GROUP, INC., individually and as successor-in-interest to

BAHNSON, INC., is sued as a Product Defendant. EMCOR GROUP, INC., individually and as successor-in-interest to BAHNSON, INC., is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against EMCOR GROUP, INC., individually and as successor-in-interest to BAHNSON, INC., arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **FISHER CONTROLS INTERNATIONAL, LLC**, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL, LLC 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, asbestos-containing Fisher valves. FISHER CONTROLS INTERNATIONAL, LLC is sued as a Product Defendant. Plaintiff's claims against FISHER CONTROLS INTERNATIONAL, LLC arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **FLOWSERVE CORPORATION**, f/k/a THE DURIRON COMPANY, INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION 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, asbestos-containing Duriron pumps. FLOWSERVE CORPORATION is sued as a Product Defendant. Plaintiff's claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **FLOWERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWERVE US INC. 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, asbestos-containing Edward valves. FLOWERVE US INC. is sued as a Product Defendant. Plaintiff's claims against FLOWERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **FLUOR ENTERPRISES, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, **FOSTER WHEELER ENERGY CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION 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, asbestos-containing Foster Wheeler boilers. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Plaintiff's claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **GARDNER DENVER, INC.**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, GARDNER DENVER, INC. 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, asbestos-containing Gardner Denver compressors and pumps. GARDNER DENVER, INC. is sued as a Product Defendant. Plaintiff's claims against GARDNER DENVER, INC. arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY 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, asbestos-containing General Electric turbines. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiff's claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **THE GORMAN-RUPP COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GORMAN-RUPP COMPANY 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, asbestos-containing Gorman-Rupp pumps. THE GORMAN-RUPP COMPANY is sued as a Product Defendant. Plaintiff's claims against THE GORMAN-RUPP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **GOULD ELECTRONICS, INC.**, individually and as successor-in-interest to ITE CIRCUIT BREAKER CO., was and is an Arizona corporation with its principal

place of business in Ohio. At all times material hereto, GOULD ELECTRONICS, INC. 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, asbestos-containing ITE circuit breakers. GOULD ELECTRONICS, INC. is sued as a Product Defendant. Plaintiff's claims against GOULD ELECTRONICS, INC. arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **GOULDS PUMPS, INCORPORATED**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, GOULDS PUMPS, INCORPORATED 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, asbestos-containing Goulds pumps. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Plaintiff's claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, **GREAT BARRIER INSULATION CO., INC.**, individually and as successor-in-interest to GREAT BARRIER INSULATION CO., was and is a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO., INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO., INC. is sued as a Product

Defendant. GREAT BARRIER INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against GREAT BARRIER INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **GRINNELL, LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC 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, asbestos-containing Grinnell boilers, heaters and valves. GRINNELL, LLC is sued as a Product Defendant. Plaintiff's claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

52. Defendant, **HENRY PRATT COMPANY LLC**, a subsidiary of MUELLER CO. LLC, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY LLC 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, asbestos-containing Pratt valves. HENRY PRATT COMPANY LLC is sued as a Product Defendant. Plaintiff's claims against HENRY PRATT COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

53. Defendant, **HOWDEN NORTH AMERICA INC.** f/k/a HOWDEN BUFFALO INC. successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation

with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA INC. 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, asbestos-containing Buffalo Forge fans. HOWDEN NORTH AMERICA INC. is sued as a Product Defendant. Plaintiff's claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **I & M INDUSTRIALS, INC.**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, I & M INDUSTRIALS, INC. 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, asbestos-containing valves. I & M INDUSTRIALS, INC. is sued as a Product Defendant. Plaintiff's claims against I & M INDUSTRIALS, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. 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, asbestos-containing DeLaval pumps and turbines. IMO INDUSTRIES INC. is sued as a Product Defendant. Plaintiff's claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **INGERSOLL-RAND COMPANY**, was and is a New Jersey corporation with its principal place of business in North Carolina. At all times material hereto, **INGERSOLL-RAND COMPANY** 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, asbestos-containing Ingersoll-Rand compressors and pumps. **INGERSOLL-RAND COMPANY** is sued as a Product Defendant. Plaintiff's claims against **INGERSOLL-RAND COMPANY** arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **ITT, LLC** f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in New York. At all times material hereto, ITT, LLC 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, asbestos-containing Bell and Gossett pumps and valves, and Kennedy valves. ITT, LLC is sued as a Product Defendant. Plaintiff's claims against ITT, LLC arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability company with its principal place of business in Michigan. At all times material hereto, **MORSE TEC LLC** 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, asbestos-containing pump parts for York chillers. MORSE TEC LLC is sued as a Product Defendant. Plaintiff's claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **THE NASH ENGINEERING COMPANY**, was and is a Connecticut corporation with its principal place of business in Maine. At all times material hereto, THE NASH ENGINEERING COMPANY 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, asbestos-containing Nash pumps. THE NASH ENGINEERING COMPANY is sued as a Product Defendant. Plaintiff's claims against THE NASH ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, individually, and as successor-in-interest to HOOKER CHEMICAL COMPANY, and as successor to DUREZ CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, OCCIDENTAL CHEMICAL CORPORATION 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, asbestos-containing raw asbestos fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiff's claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **RILEY POWER INC.** f/k/a RILEY STOKER CORPORATION and DB RILEY, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. 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, asbestos-containing Riley boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiff's claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **SCHNEIDER ELECTRIC USA, INC.**, f/k/a SQUARE D COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC. 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, asbestos-containing Square D electrical panels and components. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Plaintiff's claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **THE SHERWIN-WILLIAMS COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE SHERWIN-WILLIAMS COMPANY 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, asbestos-containing pipe coating. THE SHERWIN-WILLIAMS COMPANY is sued as a

Product Defendant. Plaintiff's claims against THE SHERWIN-WILLIAMS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **SOUTHERN INSULATION INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION INC. is sued as a Product Defendant. SOUTHERN INSULATION INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Southern Insulation Inc., exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against SOUTHERN INSULATION INC. arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **SPIRAX SARCO, INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. 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, asbestos-containing Sarco steam traps and valves. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiff's claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually, and as successor-in-interest to MARLEY COOLING TOWERS CO., was and is a Delaware corporation with its principal place of business in Kansas. At all times material hereto, SPX COOLING TECHNOLOGIES, INC. 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, asbestos-containing Marley cooling towers. SPX COOLING TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiff's claims against SPX COOLING TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto,

STARR DAVIS COMPANY OF S.C., INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **TRANE U.S. INC.** f/k/a AMERICAN STANDARD INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, TRANE U.S. INC. 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, asbestos-containing American Standard pressure vessels. TRANE U.S. INC. is sued as a Product Defendant. Plaintiff's claims against TRANE U.S. INC. arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **UNIROYAL HOLDING INC.** f/k/a UNITED STATES RUBBER COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING INC. 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, asbestos-containing Asbeston cloth and blankets. UNIROYAL HOLDING INC. is sued as a Product Defendant. Plaintiff's claims against UNIROYAL HOLDING INC. arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, **UNITED CONVEYOR CORPORATION**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, UNITED CONVEYOR CORPORATION 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, asbestos-containing ash hopper and valves. UNITED CONVEYOR CORPORATION is sued as a Product Defendant. Plaintiff's claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

73. Defendant, **UNITED STATES STEEL CORPORATION**, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, UNITED STATES STEEL CORPORATION 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, asbestos-containing pressure vessels. UNITED STATES STEEL CORPORATION is sued as a Product Defendant. Plaintiff's claims against UNITED STATES STEEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, **UNITHERM, INC.**, individually and as successor-by-merger to VOGT & COMPANY, was and is a Virginia corporation with its principal place of business in North Carolina. At all times material hereto, UNITHERM, INC. 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. UNITHERM, INC. is sued as a Product Defendant. UNITHERM, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronnie J. Jonas, to lethal doses of asbestos. Plaintiff's claims against UNITHERM, INC. arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. 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, asbestos-containing Velan steam traps and valves. VELAN VALVE CORP. is sued as a Product Defendant. Plaintiff's claims against VELAN VALVE CORP. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **VIAD CORP** f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY, was and is a Delaware corporation with its principal place of business in Arizona. At all times material hereto, VIAD CORP 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, asbestos-containing Griscom-Russell distilling plants, fuel oil heaters and feed water heaters. VIAD CORP is sued as a Product Defendant. Plaintiff's claims against VIAD CORP arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, **VIKING PUMP, INC.**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. 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, asbestos-containing Viking pumps. VIKING PUMP, INC. is sued as a Product Defendant. Plaintiff's claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **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, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, VIACOMCBS INC. 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, asbestos-containing

Westinghouse blowers and turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiff's claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **WEIR VALVES & CONTROLS USA, INC.**, individually and as successor-in-interest to ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS USA, INC. 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, asbestos-containing Atwood & Morrill valves. WEIR VALVES & CONTROLS USA, INC. is sued as a Product Defendant. Plaintiff's claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **YORK INTERNATIONAL CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, YORK INTERNATIONAL CORPORATION 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, asbestos-containing York chillers and compressors. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Plaintiff's claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto,

YUBA HEAT TRANSFER, LLC 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, asbestos-containing Yuba water pre-heaters. YUBA HEAT TRANSFER, LLC is sued as a Product Defendant. Plaintiff's claims against YUBA HEAT TRANSFER, LLC arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **ZURICH AMERICAN INSURANCE COMPANY** a/k/a ZURICH NORTH AMERICA, INC. ("Zurich" or "Covil's Alter Ego") is a New York corporation with its principal place of business in Illinois. ZURICH AMERICAN INSURANCE COMPANY is an insurance company subject to the jurisdiction of this Honorable Court, which, on information and belief, at all times pertinent herein was the liability insurer of Defendant Covil Corporation and by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Zurich was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

83. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC 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, asbestos-containing Zurn boilers and boiler accessories. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Plaintiff's claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

BACKGROUND FACTS

84. Plaintiff Ronnie J. Jonas brings this action for monetary damages as a result of contracting an asbestos-related disease.

85. Plaintiff was diagnosed with malignant Mesothelioma on or about December 24, 2019.

86. Plaintiff's mesothelioma was caused by his exposure to asbestos during the course of his employment.

87. During his work history, Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder from approximately 1977 to 2017 for various employers at various industrial job sites, including but not limited to locations in South Carolina and North Carolina. His duties included, but were not limited to removing, replacing and welding valves in a pipe run, welding flanges to pipe sections for valves, welding boiler tubes inside boilers, maintenance welding jobs, boiler maintenance, overhauls and repair work. Plaintiff also removed, cut and installed asbestos-containing rope gaskets. All of these activities exposed Plaintiff Ronnie J. Jonas to asbestos.

88. During his work history, Plaintiff worked on new construction, renovations and maintenance. He was further exposed through his work around other trades, including boilermakers, welders, mechanics, carpenters, iron workers, insulators, mechanics, millwrights, pipefitters, and electricians. Plaintiff worked closely to a variety of trades that were working on asbestos-containing boilers, generators, pumps, furnaces, gaskets, valves, steam traps, pipe insulation, and other equipment. All of these activities exposed Plaintiff to asbestos.

89. Plaintiff Ronnie J. Jonas was exposed to Defendants' asbestos-containing products through his work as a welder for Duke Energy Corporation from approximately 1977 through

2003. Plaintiff returned to work at Duke as a contract employee from approximately early 2004 to 2017. During these periods, Plaintiff worked around welders and other tradesmen at various industrial locations, including but not limited to the following:

- Duke Energy Corporation – Catawba Nuclear plant in York, SC
- Duke Energy Corporation – Buzzards Roost plant in Greenwood, SC
- Duke Energy Corporation – Lee Steam plant in Pelzer, SC
- Duke Energy Corporation – Oconee Nuclear plant in Seneca, SC
- Duke Energy Corporation – Allen Steam Station in Belmont, NC
- Duke Energy Corporation – Belews Creek plant in Walnut Cove, NC
- Duke Energy Corporation – Buck Steam Plant in Spencer, NC
- Duke Energy Corporation – Cliffside Steam Plant in Cliffside, NC
- Duke Energy Corporation – Dan River Steam Plant in Eden, NC
- Duke Energy Corporation – Marshall Steam Plant in Terrell, NC
- Duke Energy Corporation – Riverbend Steam Plant in Mount Holly, NC
- Duke Energy Corporation – Tuxedo plant in Hendersonville, NC
- Duke Energy Corporation – McGuire Nuclear Plant in Huntersville, NC
- Atlantic Group Inc. – Catawba Nuclear plant in York, SC
- Allied Technical Resources Inc. – Catawba Nuclear plant in York, SC

90. Plaintiff Ronnie J. Jonas' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

91. Plaintiff Ronnie J. Jonas was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

92. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

93. As a direct and proximate result of the conduct as alleged within, Plaintiff Ronnie J. Jonas suffers permanent injuries, including, but not limited to, mesothelioma and other lung

damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

94. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Ronnie J. Jonas incurred and is continuing to incur liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff's medical treatment is ascertained.

95. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff has incurred, and will incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiff. Plaintiff prays leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FACTUAL BACKGROUND AS TO COVIL

96. Covil was a seller and installer of thermal insulation that contained asbestos.

97. Covil conducted these operations from at least 1964 until approximately 1991, after which Covil ceased to conduct business operations and, in 1993 ultimately, dissolved.

98. Covil's operations from 1964 through at least 1986 included the sale, installation, repair, replacement, removal or disturbance of asbestos-containing thermal insulation and other building materials, and those operations exposed persons to asbestos who thereby suffered bodily injury (the "Asbestos Allegations").

99. The alleged bodily injury resulting from the Asbestos Allegations has resulted in claims and lawsuits against Covil (“Covil Asbestos Suits”).

100. From at least in or about 1991, until the appointment of the Receiver, on November 2, 2018, the defense of the Covil Asbestos Suits was controlled by Defendants Zurich and USF&G (collectively “the Primary Insurers”) and their lawyers. Moreover, on and after 1991, the Primary Insurers conducted all of Covil’s affairs, including after Covil was dissolved, extending until appointment of the Receiver.¹ During the course of their work, the lawyers have also exerted control and domination of Covil sufficiently to qualify them as Alter-Egos.

101. The Primary Insurers issued insurance policies to Covil from in or about 1964 until approximately 1978.

102. From at least in or about 1991, continuing until appointment of the Receiver, Zurich and USF&G, in conjunction with their lawyers and the lawyers, managed Covil, making all determinations as to use and the disposition of Covil’s assets which consisted primarily of corporate documents and insurance policies.

103. The Primary Insurers, and as of 2018, the Alter-Egos made all determinations as to the disposition of Covil Asbestos Suits as well as the treatment and characterization of claims under the Covil insurance policies.

104. Since as early as approximately 1991, the Primary Insurers in conjunction with their lawyers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and prior to 2018, the Primary Insurers

¹ For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil’s current and future debts.

and their lawyers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers' alter ego, and/or controlled entity.

105. The Primary Insurers and their lawyers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil's affairs in all material aspects.

106. At no time did the Primary Insurers and their lawyers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers and their lawyers unilaterally determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

107. Each of the Primary Insurers' actions on behalf of Covil was for the purpose of protecting the Primary Insurers rather than Covil.

108. Each of the lawyers actions on behalf of Covil was for the purpose of earning a fee from the Primary Insurers rather than protecting Covil.

109. In addition to controlling the assets and affairs of Covil, the Primary Insurers unilaterally hired agents for Covil, including experts and a professional 30(b)(6) witness to act as and on behalf of, and to constitute Covil, de facto or de jure.

110. The Primary Insurers are required to act in good faith and to engage in fair dealing in all of their actions in regards to Covil.

111. The lawyers are required to exercise loyalty to Covil, and not the insurance companies that pay their bills. Statements made in open court by Mark Wall, named partner in one of the lawyers' firms, demonstrates that the lawyers did not understand, much less adhere to this requirement. During a hearing on the issue on February 21, 2019, Mark Wall stated:

THE COURT: Those kind of things you have got to provide, Mr. Wall.

MR. WALL: Under what theory, Your Honor?

THE COURT: I have appointed these people as receivers for Covil.

MR. WALL: Yes, Your Honor.

THE COURT: Covil is your client. They stand in the shoes of Covil.

MR. WALL: Are they my client, Your Honor?

THE COURT: Sir?

MR. WALL: Are they my client?

THE COURT: Covil is your client.

MR. WALL: No, Your Honor, are they my client? That is the issue.

THE COURT: Yes, they are your client because they are the receiver for Covil.

MR. WALL: So I now have attorney-client privilege with them?

THE COURT: That's right.

MR. WALL: And that is protected by the Court?

THE COURT: Yes, sir.

MR. WALL: As long as --

THE COURT: And I get why you want that protection. I'm not saying this in a hostile way

112. In South Carolina, when an insurer hires an attorney to represent its insured, an attorney-client relationship arises between the attorney and the insured, *i.e.*, the insured client of the attorney. Pursuant to that relationship, the attorney owes the insured client—not the insurer—a fiduciary duty. The loyalties of the attorney may not be divided.

113. Lawyers were hired to protect Covil's interest but became part of the Primary Insurers' scheme to run Covil as an effective subsidiary, agency or alter ego of the Primary

Insurers. Lawyers followed the Primary Insurers' instructions and together with the Primary Insurers acted as Covil.

114. The attorney's conduct of litigation involving an insured client is also governed by established law. *See, e.g.*, Rule 1.8(f), RPC, Rule 407, SCACR ("A lawyer shall not accept compensation for representing a client from one other than the client unless: ... (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship;"); Rule 5.4(c), RPC, Rule 407, SCACR ("[a] lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services").

115. Lawyers by acting for Covil when Covil was in no position to act for itself stood in the shoes of Covil and became, in conjunction with the Primary Insurers, Covil's Alter Ego.

116. Lawyers failed to ensure proper procedures were in place for Covil to express its interests including but not limited to the procedures provided by S.C. Code Ann. § 15-65-10 and Rule 66, SCRCP; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

117. The result of the Alter-Ego's actions were to effectuate the Primary Insurers' desire that no Covil separate and apart from the Alter-Egos would exist.

118. The Alter-Egos' complete control over Covil, and management of Covil's affairs, including but not limited to the Covil asbestos suits.

119. Asbestos litigation is littered with the bodies of those who made and sold asbestos containing insulation. Some of the largest companies in the world, many of them insured by the Primary Insurers, have gone bankrupt because of the harm asbestos insulation causes. That any

reasonable person believed that Covil would not be found liable in amounts far exceeding the claimed liability limits of the Primary Insureds is difficult to fathom.

120. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. The pertinent communications include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?
10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.

Date	From	To/CC	Subject	Key points of email
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.
10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Zurich would recommend that Mark not appear for depositions in cases where service has not yet been effectuated.
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?

Date	From	To/CC	Subject	Key points of email
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally, Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below. Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

121. Defendants acted in concert when deciding what actions to take or not take and without any input from an independent Covil. These actions were in breach of their duties to Covil.

122. Primary Insurers' pattern and practice has made the Primary Insurers fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

123. Under a number of legal theories, Primary Insurers are Covil and acted as for nearly 30 years.

124. Primary Insurers have entered into a joint venture with each other to take over Covil and become Covil. For example:

- a. A special combination of the Primary Insurers and Covil for the specific venture of limiting or eliminating Covil as a direct voice in the management

of Covil's assets so that the Primary Insurers would protect and save their money;

- b. The retention of a separate corporate personality for Covil would promote fraud, wrong, injustice and contravene public policy; and
- c. Each Primary Insurer had an equal right to control the conduct of their joint venture and of Covil.

125. Covil has become the alter ego of the Primary Insurers:

- a. The Primary Insurers have shown a total domination and control over Covil;
- b. The domination was so complete that Covil never manifested separate corporate interests of its own and functioned solely to achieve the purposes of the Insurers;
- c. The insurers misused their domination of Covil and were not entitled to dominate Covil;
- d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts;
- e. The Primary Insurers were the principals and Covil the agent or agency;
- f. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
- g. The course of dealing between the principal and the agent clearly show no independent Covil; and
- h. Primary Insurers became active participants in Covil rather than simply insurers.

126. Primary Insurers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Primary Insurers are the Alter-Ego of Covil and thus, responsible for the debts, present and future, of Covil.

127. Lawyers in conjunction with the Primary Insurers acted to control and dominate Covil in such a way to ensure that Covil had no actual representation;

128. Lawyers in conjunction with the Primary Insurers acted intentionally to avoid the statutory procedures that would give Covil a voice in its representation, operation and defense.

129. The Lawyers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Lawyers are the Alter-Ego of Covil and thus, responsible for satisfying the Debts of Covil, past and present.

130. Because the Primary insurers, for nearly 30 years, have controlled Covil, they have made Covil's defense of asbestos litigation nearly, if not completely, impossible.

131. The Primary insurers took no steps to accumulate or preserve Covil's documents. The Primary Insurers took no steps to procure or preserve the testimony of material fact witnesses who, through the passage of time, are now no longer available to Covil.

132. The result of these failures is that Covil is now irretrievably defenseless in asbestos cases. These failures will continue to haunt Covil at all times going forward. Because of this, the Primary insurers can now no longer claim that any control or domination of Covil and the damages resulting therefrom ended in November of 2018 with the appointment of the receiver.

133. Plaintiff therefore seeks a declaratory judgment that the Primary Insurers are the Alter-Ego of Covil after November 2, 2018 as well as before.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

Plaintiff Complains of Defendants for a Cause of Action for Negligence Alleging as Follows:

134. Plaintiff incorporates herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

135. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as “alternate entities,” engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.

136. At all times herein mentioned, Defendants and/or their “alternate entities” singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff and others similarly

situated, (hereinafter collectively called “exposed persons”), while being used for their intended purpose and in a manner that was reasonably foreseeable.

137. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants’ asbestos and asbestos-containing products from causing Plaintiff Ronnie J. Jonas’ mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff’s lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their “alternate entities.” Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their “alternate entities.” The gravity of the potential harm resulting from the use of Defendants’ asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff. Defendants and/or their “alternate entities” had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

138. Defendants and/or their “alternate entities” knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other

applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, “rip-out,” and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff, would use or be in proximity to and exposed to said asbestos fibers.

139. At all times relevant, Defendants and/or their “alternate entities” were aware of their asbestos and asbestos-containing products’ defect but failed to adequately warn Plaintiff Ronnie J. Jonas, Plaintiff’s family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants’ products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

140. Plaintiff Ronnie J. Jonas, Plaintiff’s family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff’s exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

141. Plaintiff Ronnie J. Jonas suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

142. Defendants’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff’s injuries, and all damages thereby sustained by Plaintiff Ronnie J. Jonas. Plaintiff therefore seeks all compensatory damages in order to make him whole, according to proof.

143. Furthermore, the conduct of Defendants and/or their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Ronnie J. Jonas and others similarly situated.

144. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their “alternate entities” did so with conscious disregard for the safety of “exposed persons” who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their “alternate entities” had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their “alternate entities.”

145. Defendants and their “alternate entities” were aware that members of the general public and other “exposed persons,” who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants and their “alternate entities,” each of them, knew that members of the general public and other “exposed persons,” who came in contact with asbestos and asbestos-

containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

146. The above-referenced conduct of Defendants and their “alternate entities,” was motivated by the financial interest of Defendants, their “alternate entities,” and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their “alternate entities,” and each of them consciously disregarded the safety of “exposed persons” in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to “exposed persons” without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff.

147. Plaintiff Ronnie J. Jonas and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff or other exposed persons. Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

148. Defendants and/or their “alternate entities” are liable for the fraudulent, oppressive, and malicious acts of their “alternate entities,” and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full

knowledge of, or should have known of, the acts of each of their “alternate entities” as set forth herein.

149. The herein-described conduct of Defendants and their “alternate entities,” was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. sec. 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiff Complains of Defendants, and alleges as follows:

150. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

151. Plaintiff Ronnie J. Jonas suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

152. Defendants’ conduct and defective products as described above were a direct cause of Plaintiff’s injuries, and the injuries and damages thereby sustained by Plaintiff.

153. Furthermore, the Defendants’ conduct and that of their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff and others similarly situated.

154. Defendants and/or their “alternate entities” knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported

by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, “rip-out,” and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, “exposed persons,” including Plaintiff, would use or be in proximity to and exposed to said asbestos fibers.

155. Plaintiff Ronnie J. Jonas, Plaintiff’s family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff’s exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

156. Defendants and/or their “alternate entities” knew and intended that the above-referenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.

157. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants’ asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural

lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

158. The defect existed in the said products at the time they left the possession of defendants, their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

159. Plaintiff Ronnie J. Jonas and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

160. Defendants' defective products as described above were a direct cause of Plaintiff Ronnie J. Jonas' injuries, and the damages thereby sustained.

161. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, their “alternate entities,” and each of them, did so with conscious disregard for the safety of Plaintiff Ronnie J. Jonas and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their “alternate entities” had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their “alternate entities.”

162. Defendants and/or their “alternate entities” were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their “alternate entities” further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact exposure was extremely hazardous to health and human life.

163. The above-referenced conduct of Defendants and/or their “alternate entities” motivated by the financial interest of Defendants, their “alternate entities,” and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their “alternate entities” consciously disregarded the safety of “exposed persons” in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Ronnie J. Jonas and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

164. Defendants are liable for the fraudulent, oppressive, and malicious acts of their “alternate entities,” and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their “alternate entities” as set forth herein.

165. The conduct of said defendants, their “alternate entities,” and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof.

166. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as “alternate entities,”

engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION
(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action Against Defendants, Plaintiff Brings this Third Cause of Action for Vicarious Liability of Defendants Based upon Respondeat Superior and alleges as follows:

167. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

168. Prior to and during all relevant times Defendants employed workers (hereinafter “employees”) in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Ronnie J. Jonas worked and/or spent time as alleged above.

169. At all times herein mentioned, Defendants’ employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Ronnie J. Jonas was exposed.

170. Employees handling and disturbing asbestos-containing products in Plaintiff Ronnie J. Jonas’ vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing

products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

171. Employees handling and disturbing asbestos-containing products in Plaintiff Ronnie J. Jonas', Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

172. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

173. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Ronnie J. Jonas, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Ronnie J. Jonas.

174. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

175. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Ronnie J. Jonas.

176. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos

fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Ronnie J. Jonas that he was being exposed to asbestos, failed to adequately warn Plaintiff Ronnie J. Jonas of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

177. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Ronnie J. Jonas.

178. Defendants' employees owed Plaintiff Ronnie J. Jonas a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

179. Defendants' employees breached this duty of care as described above.

180. At all times mentioned, Plaintiff Ronnie J. Jonas was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

181. As a direct result of the Defendants' employees conduct, Plaintiff Ronnie J. Jonas' exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff and the damages and injuries as complained of herein by Plaintiff Ronnie J. Jonas.

182. The risks herein alleged and the resultant damages suffered by the Plaintiff Ronnie J. Jonas were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this

Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.

183. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Ronnie J. Jonas.

FOR A FOURTH CAUSE OF ACTION
(Premises Liability: Negligence as to Premise Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiff Complains of Defendants, and alleges as follows:

184. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

185. Prior to and during all relevant times, Defendants employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Ronnie J. Jonas worked and/or spent time.

186. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

187. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Ronnie J. Jonas and settled onto Plaintiff Ronnie J. Jonas' clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers

including Plaintiff Ronnie J. Jonas would be exposed to dangerous asbestos dust beyond the present.

188. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Plaintiff Ronnie J. Jonas.

189. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Ronnie J. Jonas, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

190. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff, were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

191. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Plaintiff Ronnie J. Jonas were neither qualified nor able to identify asbestos-

containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

192. At all times herein mentioned, Plaintiff Ronnie J. Jonas was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

193. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

194. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Ronnie J. Jonas, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

195. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

196. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close

contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by defendants.

197. Defendants failed to warn its employees and bystanders thereto, including Plaintiff Ronnie J. Jonas, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

198. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Ronnie J. Jonas became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. 36-2-314)

As a Fifth Distinct Cause of Action for Breach of Implied Warranties, Plaintiff Complains of Defendants and alleges as follows:

199. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

200. Each of the Defendants impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

201. The implied warranty made by the Defendants that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Ronnie J. Jonas carried out his duties and was inhaled by Plaintiff Ronnie J. Jonas.

202. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Ronnie J. Jonas was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Plaintiff Ronnie J. Jonas to suffer all damages attendant thereto.

FOR A SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

For a Sixth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiff Complains of Defendants, and alleges as follows:

203. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

204. That during, before and after Plaintiff Ronnie J. Jonas' exposure to asbestos products manufactured by Defendants, the Defendants falsely represented facts, including the dangers of asbestos exposure to Plaintiff in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Ronnie J. Jonas. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

205. The foregoing representations were material conditions precedent to Plaintiff Ronnie J. Jonas' continued exposure to asbestos-containing products. Defendants each intended that Plaintiff act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

206. As a direct and proximate result of Plaintiff Ronnie J. Jonas' reliance upon Defendants' false representations, Plaintiff has suffered injury and damages as described herein.

FOR A SEVENTH CAUSE OF ACTION
(Alter Ego as to United States Fidelity And Guaranty Company and Zurich American Insurance Company)

For a Seventh Distinct Cause of Action, Alter Ego Claims, Plaintiff Complains of Defendants, and alleges as follows:

207. Covil Corporation (“Covil”), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from mesothelioma², understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil’s insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. (“WTH”) and Gallivan White and Boyd, PA (“GWB” and together with WTH, the “lawyers”), without an insured or client, appeared for Covil, answered Covil’s lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil’s insurers and their lawyers were Covil, turned on the lights in the morning and turned them off when they left and made every decision for Covil in between.

208. Covil’s lawyers and carriers have assumed the mantle of Covil. For nearly thirty years, they have acted for and as the company with no regard to the desires or wishes of their insured. The result is that they are the alter-egos of Covil and are responsible for all of the debts it has and continues to incur.

² [M]esothelioma, [is] an “invariably fatal cancer...for which asbestos exposure is the only known cause...” *In re Patenaude*, 210 F.3d 135, 138 (3d Cir.), *cert. denied*, 531 U.S. 1011 (2000).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment, joint and several, against Defendants and/or their “alternate entities” in an amount to be proven at trial, as follows:

1. For Plaintiff’s actual damages according to proof, including Plaintiff’s pain and suffering, Plaintiff’s mental distress, as well as Plaintiff’s medical, surgical and hospital bills;
2. For loss of income or earnings according to proof;
3. For punitive damages according to proof;
4. For Plaintiff’s cost of suit herein;
5. For damages for breach of implied warranty according to proof;
6. For damages for fraudulent misrepresentation according to proof;
7. That United States Fidelity And Guaranty Company and Zurich American Insurance Company are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; and
8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

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A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

s/Theile B. McVey

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ATTORNEYS FOR PLAINTIFF

February 26, 2020

Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
RONNIE J. JONAS,	)	
	)	C/A NO. 2020-CP-40-01163
Plaintiffs,	)	
	)	<i>In Re:</i>
v.	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
AIR & LIQUID SYSTEMS	)	
CORPORATION, et al.	)	
	)	
Defendants.	)	

PLAINTIFF'S RESPONSES TO DEFENDANTS' STANDARD INTERROGATORIES

TO: ALL DEFENDANTS, BY AND THROUGH THEIR COUNSEL OF RECORD

COMES NOW Plaintiff, Ronnie Jonas, by and through his counsel of record, and serves Plaintiff's Response to Defendants' Standard Interrogatories pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

ANSWERS TO STANDARD INTERROGATORIES

INTERROGATORY NO. 1:

State your full name, address and telephone number, date of birth, educational background and Social Security number.

ANSWER:

Ronnie James Jonas
2521 Hickory Grove Road
Gastonia, MC 28056
704-451-3439

DOB: J [REDACTED]

SSN: xxx-xx-5083

Plaintiff Ronnie Jonas attended South Point High School in Gastonia, NC into the 10th grade. He completed his GED in approximately 2012.

INTERROGATORY NO. 2

State the complete address of all places you have resided in the past twenty years giving the inclusive dates of residence for each place named.

ANSWER:

2521 Hickory Grove Road
Gastonia, MC 28056
2007-present

25 Shadow Brook Road
Mt. Holly, NC 28120
Appx. 2000-2007

Oak Ridge Circle
Seneca, SC
Appx. 1990-2000

INTERROGATORY NO. 3

If you are now or have ever been a member of a trade labor union, provide the following information:

- (a) the name of the union or unions to which you belonged;
- (b) the inclusive dates of your membership in each;
- (c) the numbers and complete address of the local unions to which you have belonged; and
- (d) all officers or other positions which you have held in each union, identifying the office, position, and union in which held and inclusive dates the position or office was held.

ANSWER:

This interrogatory is not applicable to Plaintiff as he was not a member of a union.

INTERROGATORY NO. 4

Identify all jobs and projects on which you worked or around asbestos or materials containing asbestos and state separately as to each job or project the following:

- (a) the name and location of each job (stating the job site, city, county and state);
- (b) the name and address of each employer for whom you worked;
- (c) the beginning and ending dates of each job or project;
- (d) the name and manufacturer of each and every product containing asbestos with which you worked or to which you were exposed on each particular job or project and a general description of each such product;
- (e) the identity of your immediate superior or job superintendent on each such job or project;
- (f) the Identity of all persons with whom you worked on each such job or project;
- (g) the length of time that you worked on each such job or project;
- (h) whether or not you wore a respirator or mask on each such job or project; and
- (i) your specific duties on each job.

ANSWER:

Plaintiff objects to this interrogatory in that it is vague, ambiguous and overbroad. Additionally, portions of this interrogatory are not reasonably calculated to lead to the discovery of admissible evidence. Subject thereto and without waiving these objections, please see **Exhibit A** attached hereto giving the worksites where Plaintiff worked with or around Defendants' asbestos-containing materials. Additionally, please see Plaintiff's Original Complaint filed in this case and any amendments thereto. Please see Plaintiff's deposition to be taken in this case, if he is able. Plaintiff will also provide information regarding potential co-workers, if any, that could provide may be responsive to this request.

Plaintiff provides this information based on his and/or other witness's recollection of handling or being around products that may have caused Ronnie Jonas to be exposed to asbestos. This information may be supplemented by information from witnesses, documentation gathered and/or investigation conducted by Plaintiff's counsel to date. This investigation continues and Plaintiff will supplement this information as needed. Please note that all years are approximate, as Plaintiff has not yet received his Social Security Records.

Location: Gaston County Dyeing, Stanly, North Carolina
Employer: Gaston County Dyeing Machine Company
Title: Fabricator/Welder
Years: 1970-1977

Location: Catawba Nuclear Plant, York, South Carolina
Employer: Duke Power
Title: Welder's Helper/Welder
Years: 1977-1984

Location: Oconee Nuclear Station, Seneca, South Carolina; Lee Steam Station, Pelzer, South Carolina; Allen Steam Station, Belmont, North Carolina; Belews Creek, Walnut Cove, North Carolina; Buck Steam Station, Spencer, North Carolina; Buzzards Roost, Greenwood, South Carolina; Cliffside Steam Station, Cliffside, North Carolina; Dan River Steam Station, Eden North Carolina; Marshall Steam Station,

Terrell, North Carolina; Riverbend Steam Station, Mt. Holly, North Carolina;
Tuxedo Plant, Hendersonville, North Carolina
Employer: Duke Power
Title: Welder Supervisor
Years: 1984-1994

Location: McGuire Nuclear Plant, Denver, North Carolina
Employer: Duke Power
Title: MSR Welding Supervisor
Years: 1994-2003

Location: Catawba Nuclear Station, York, South Carolina
Employer: Atlantic Group
Title: Contract Piping Supervisor
Years: 2003-2007

Location: Catawba Nuclear Station, York, South Carolina
Employer: Allied Tech Resources
Title: Contract Mechanical Planner
Years: 2007-2017

As discovery is ongoing, Plaintiffs reserve the right to supplement this response.

INTERROGATORY NO. 5

Identify all jobs you have had during your lifetime that are not listed in No. 4 above. As to each, state:

- (a) the general nature of the work you performed (i.e., coal miner, textile worker, etc.)
- (b) the name and location of each job (stating the job site, city; county and state);
- (c) the name and address of each employer for whom you worked;
- (d) the beginning and ending dates of each job or project.

ANSWER:

Plaintiffs incorporate their objections and responses to Interrogatory No. 4 above as if fully restated here. Subject to and without waiving these objections, Plaintiff responds further as follows:

- While in school, Plaintiff Ronnie Jonas worked as a carhop at Bright Star Grill in Gastonia, North Carolina and spent 6 months as a plumber's helper doing residential plumbing with his uncle, Jack Fox.

Plaintiff reserves the right to supplement, as discovery is ongoing.

INTERROGATORY NO. 6

As to each exposure to each product listed in the answer to interrogatory number 4, describe by name or other description the person documents which you claim will establish either as a witness and/or documentary evidence the fact of your exposure to the product. For each witness listed, state the witness's complete name, job title or capacity, employer, address and telephone number.

For each document listed, state a description of the document, its content and the name, address and telephone number of the custodian of the document.

ANSWER:

Plaintiffs object to this interrogatory in that it is vague, ambiguous and overbroad. Additionally, portions of this interrogatory are not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object that this interrogatory requires Plaintiffs to marshal the entirety of their evidence and such is not required by the South Carolina Rules of Civil Procedure. Plaintiffs also state that they are not aware of every potential witness and as such cannot speculate. Further, information responsive to this request is equally, if not more so, available to the defendants in this action. Subject to and without waiving these objections please see Plaintiffs' responses to Defendants' Master Interrogatories and Requests for Production of Documents (Ex. 2), served herewith. Additionally, Plaintiffs reserve the right to supplement this response should further responsive information comes to light.

INTERROGATORY NO. 7

Identify the disease or injuries for which claim is made by you in the above-captioned Complaint, and as to such disease or injury provide the following information:

- (a) a description of the symptoms of the disease or injury;
- (b) the date you first experienced any of the symptoms of the disease or injury described above;
- (c) the names and address of each doctor or other practitioner of the healing arts who has either examined or treated you for the disease or injury described above and the dates of such treatment or examination; and
- (d) the treatment provided by each doctor or other practitioner of the healing arts for the disease or injury identified above.

ANSWER:

Plaintiff Ronnie Jonas was diagnosed with mesothelioma. Please see Exhibit 1 document production included with Plaintiffs' Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiffs' possession at this time, including the pathology report regarding Mr. Jonas's mesothelioma, as well as fully executed authorizations to obtain all medical records of Plaintiff unlimited by time or by place on the body. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1. It is impossible to describe all of the symptoms related to mesothelioma. In short, it is a fatal, incurable, progressive disease that has altered all aspects of Mr. Jonas's life and is ultimately fatal. See also Plaintiffs' responses to Interrogatory No. 8.

INTERROGATORY NO. 8

State the date of the diagnosis made by any physician or other practitioner of the healing arts of the disease or injury which you set forth in your answer to interrogatory number and identify the individual making such diagnosis.

ANSWER:

Plaintiff Ronnie Jonas was diagnosed on or around December 27, 2019 with malignant pleural mesothelioma by Dr. John Michael Carney at Duke Health Hospital.

INTERROGATORY NO. 9

State the date you learned of the diagnosis of such disease or injury.

ANSWER:

See Answer to Interrogatory No. 8, same date as diagnosis or within the days thereafter.

INTERROGATORY NO. 10

If you have received any treatment with respect to the disease at issue set forth in your answer to interrogatory number 7, state:

- (a) the name and address of each hospital, clinic or other medical facility at which you were treated or admitted;
- (b) the dates on which said treatment or treatments were rendered including the dates of entry into and discharge from said hospitals, clinics or other medical facility;
- (c) an itemization of the charges rendered by each hospital, clinic or other medical facility;
- (d) the expenses of examination or treatment by any doctors who have examined or treated you.

ANSWER:

Plaintiff objects that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiff's Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiff's possession at this time, including but not limited to the pathology report regarding Mr. Jonas's mesothelioma, as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiff also directs the Defendants to Plaintiff's List of Medical Providers, included in the Exhibit 1 document production.

INTERROGATORY NO. 11

Identity each physician or other practitioner of the healing arts not previously identified herein who has examined or treated you for any reason end for each such individual so identified provide the following information:

- (a) the reason for such examination or treatment;
- (b) the date of each examination or treatment; and
- (c) the diagnosis resulting from each such examination or treatment.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome, and not reasonably tailored to the subject matter of this litigation – Mr. Jonas's diagnosis of malignant mesothelioma. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiff's Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes Plaintiff's List of Medical Providers.

INTERROGATORY NO. 12

Identify each hospital, clinic or other medical facility not previously identified herein at which you had been examined or received medical treatment for each such facility identified provide the following information:

- (a) the reason for such examination or treatment;
- (b) the date of each such examination or treatment;
- (c) if you were an in-patient, the dates of admission to and discharge from such hospital, clinic or medical facility; and
- (d) the diagnosis resulting from each such examination or treatment.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome, and not reasonably tailored to the subject matter of this litigation – Mr. Jonas’s diagnosis of malignant mesothelioma.. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiff’s Responses to Defendants’ Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes Plaintiff’s List of Medical Providers.

INTERROGATORY NO. 13

If you are currently receiving medical services or treatment of any nature whatsoever, state:

- (a) the name or names of the person or persons attending you;
- (b) the approximate frequency of said treatment or services; and
- (c) the date you last received said treatment or services.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome, and not reasonably tailored to the subject matter of this litigation – Mr. Jonas’s diagnosis of malignant mesothelioma.. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiff’s Responses to Defendants’ Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiff’s possession at this time, including but not limited to the pathology report regarding Mr. Jonas’s mesothelioma as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiff also directs the Defendants to Plaintiff’s List of Medical Providers, included in Exhibit 1.

INTERROGATORY NO. 14

If you have ever had x-rays taken of your chest, provide the following information for each set of x-rays taken:

- (a) the name and addresses of the office or hospital where the x-rays were taken;
- (b) the reason why such x-rays were taken;
- (c) the date of dates on which the x-rays were taken;
- (e) the information reported to you as being the x-ray diagnosis; and
- (f) the identity of the person or persons who took the x-ray and the person or persons who made the diagnosis.

ANSWER:

Plaintiff objects that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiff’s Responses to

Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiff's possession at this time, including but not limited to the pathology report regarding Mr. Jonas's mesothelioma as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1.

INTERROGATORY NO. 15

If you have made any Workers' Compensation claim as a result of any injuries or diseases, provide the following information:

- (a) the date you first reported to your employer the incident of your injury or disease;
- (b) the date and name of the agency with which you filed a claim for workers' Compensation benefits;
- (c) the date upon which you first received any Workers' Compensation benefits, either for disability or medical treatment;
- (d) the name and address of the employer against whom you made said claim; and
- (e) the nature of the injury or disease for which a claim was made.

ANSWER:

Plaintiff objects to this Interrogatory to the extent it requests confidential information that is not relevant to the pending litigation and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and without waiving the same, Plaintiff states that Plaintiff Ronnie Jonas made a Workers' Compensation claim with the North Carolina Industrial Commission against his employer, Duke Energy Corporation for Mr. Jonas's prior diagnosis of asbestosis.

INTERROGATORY NO. 16

If you have filed any claim with the Social Security administration as a result of any injuries or disease, provide the following information:

- (a) the date you filed said claim;
- (b) the nature of such claim;
- (c) the date upon which you first received any benefits, either for disability or for medical treatment;
- (d) the amount of benefits you are receiving and the frequency with which you receive these benefits.

ANSWER:

Plaintiff objects to this Interrogatory to the extent it requests confidential information that is not relevant to the pending litigation and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and without waiving the same, Plaintiff states that Plaintiff Ronnie Jonas receives Social Security benefits, but he has not made any claims with the SSA as a result of an injury or disease. Please see Exhibit 1 production included with Plaintiff's Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes an authorization for Defendants to obtain such records. Discovery is ongoing and Plaintiff reserves the right to supplement this answer should further responsive information come to light.

INTERROGATORY NO. 17

If you have ever been involved in any other legal action, including criminal charges against you, provide the following information:

- (a) whether you were a plaintiff or defendant;
- (b) the nature of the claim made by or against you, including the nature of any criminal charge made against you;
- (c) the date and place each such action was filed, giving the name of the Court, the name of the other party or parties involved, the number of such action or actions and the names of the attorneys representing each party; and
- (d) the result of each such action, whether there was an appeal and the result of the appeal, and whether such case was reported, and the name, volume number and page citation of the report.

ANSWER:

Plaintiff objects that this request is overbroad, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, to the best of Plaintiffs' knowledge, not applicable. Discovery is ongoing and Plaintiff reserves the right to supplement this answer should further responsive information comes to light.

INTERROGATORY NO. 18

Do you or your counsel have written reports from any physician or practitioner of the healing arts respecting any injuries or diseases which; you have identified in your response to these interrogatories? If so, please attach; a copy of said report or reports to your answers to these interrogatories.

ANSWER:

Plaintiff objects that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiffs' possession at this time, including but not limited to the pathology report regarding Mr. Jonas's mesothelioma as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiff also directs the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1. Plaintiff states that discovery is ongoing, and Plaintiff reserves the right to supplement this answer should further responsive information comes to light.

INTERROGATORY NO. 19

As to any job or jobs on which you allege you were injuriously exposed to asbestos—containing materials, was there any company other than your employer installing or handling asbestos—containing materials at the same job site? If so, please identify each job, its location, and the approximate dates on which you worked on that job and the other company alleged to be installing or handling asbestos-containing materials at that site.

ANSWER:

Plaintiffs object to this interrogatory as overly broad, vague and ambiguous. Moreover, information responsive to this request is equally, if not more so, available to Defendants in this case. Subject to and without waiving these objections, see Plaintiff's deposition and any coworkers depositions to be taken in this case.

INTERROGATORY NO. 20

Do you now, or have you ever, chewed, smoked, consumed, or otherwise used tobacco or tobacco products? If so, please state:

- (a) the type or types of products (i.e., cigarettes, cigars, etc.);
- (b) the brand name of each product listed above;
- (c) the inclusive dates of use of each product listed above: and
- (d) the frequency of use or amount of use (i.e., one pack a day, etc.).

ANSWER:

Plaintiff objects as this Request is not relevant nor reasonably calculated to lead to admissible evidence. Subject to this objection, Plaintiff Ronnie Jonas has never used tobacco products.

Respectfully submitted,

s/ Jonathan H. Holder

David C. Humen (To be admitted *Pro Hac Vice*)

Charles W. Branham, III (To be admitted *Pro Hac Vice*)

Jonathan M. Holder (SC Bar No. 77935)

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Theile B. McVey (SC Bar No. 16682)

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Other email: emoultrie@kassellaw.com

ATTORNEYS FOR PLAINTIFF

March 27, 2020
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 27th day of March, 2020.

s/ Jonathan M. Holder
Counsel for Plaintiffs

EXHIBIT A

EXHIBIT A

Ronnie James Jonas

WORK SITES*

Plaintiff provides this information based on his and/or other witness's recollection of handling or being around products that may have caused Ronnie Jonas to be exposed to asbestos. This information may be supplemented by information from witnesses, documentation gathered and/or investigation conducted by Plaintiff's counsel to date. This investigation continues and Plaintiff will supplement this information as needed. Please note that all years are approximate, as Plaintiff has not yet received his Social Security Records.

Location: Gaston County Dyeing, Stanly, North Carolina
Employer: Gaston County Dyeing Machine Company
Title: Fabricator/Welder
Years: 1970-1977

Location: Catawba Nuclear Plant, York, South Carolina
Employer: Duke Power
Title: Welder's Helper/Welder
Years: 1977-1984

Location: Oconee Nuclear Station, Seneca, South Carolina; Lee Steam Station, Pelzer, South Carolina; Allen Steam Station, Belmont, North Carolina; Belews Creek, Walnut Cove, North Carolina; Buck Steam Station, Spencer, North Carolina; Buzzards Roost, Greenwood, South Carolina; Cliffside Steam Station, Cliffside, North Carolina; Dan River Steam Station, Eden North Carolina; Marshall Steam Station, Terrell, North Carolina; Riverbend Steam Station, Mt. Holly, North Carolina; Tuxedo Plant, Hendersonville, North Carolina
Employer: Duke Power
Title: Welder Supervisor
Years: 1984-1994

Location: McGuire Nuclear Plant, Denver, North Carolina
Employer: Duke Power
Title: MSR Welding Supervisor
Years: 1994-2003

Location: Catawba Nuclear Station, York, South Carolina
Employer: Atlantic Group
Title: Contract Piping Supervisor
Years: 2003-2007

Location: Catawba Nuclear Station, York, South Carolina
Employer: Allied Tech Resources
Title: Contract Mechanical Planner
Years: 2007-2017

*Plaintiffs reserve the right to supplement this response as discovery is ongoing.

EXHIBIT A

Ronnie James Jonas

WORK SITES*

As discovery is ongoing, Plaintiffs reserve the right to supplement this response.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
RONNIE J. JONAS,	)	
	)	C/A NO. 2020-CP-40-01163
Plaintiffs,	)	
	)	<i>In Re:</i>
v.	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
AIR & LIQUID SYSTEMS	)	
CORPORATION, et al.	)	
	)	
Defendants.	)	

**PLAINTIFFS' RESPONSES TO DEFENDANTS' MASTER SET OF
INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: ALL DEFENDANTS, BY AND THROUGH THEIR COUNSEL OF RECORD

COMES NOW Plaintiff, Ronnie James Jonas, by and through their counsel of record, and serves their Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

ANSWERS TO STANDARD INTERROGATORIES

INTERROGATORY NO. 1:

Identify all documents of which Plaintiff have knowledge which relate to the allegations that Plaintiff are entitled receive punitive or exemplary damages.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Moreover, evidence of punitive damages in form of documents if any would Defendants' documents and are equally, if not more so, available to the Defendants than the Plaintiff. Subject thereto and without waiving these objections, Plaintiff answers that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of testimony. Plaintiff will provide counsel with exhibit lists containing all Plaintiff's documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff further reserves the right to supplement or amend this answer should responsive documents come to light.

INTERROGATORY NO. 2:

Identify all persons which Plaintiff believes have knowledge of facts or opinions which relate to the allegations that Plaintiff is entitled to receive punitive or exemplary damages.

ANSWER:

Plaintiff objects that this request is overly broad and unduly burdensome. Subject thereto and without waiving these objections, Plaintiff will provide counsel with witness lists containing the requested information pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff further reserves the right to supplement or amend their response to this interrogatory as discovery is ongoing.

Subject to and without waiving the foregoing objections, Plaintiff states that the following witnesses may have knowledge of facts or opinions responsive to this interrogatory:

Robbie James Jonas (Plaintiff)

c/o David Humen

Dean Omar Branham Shirley, LLP

Shae King (daughter)

c/o David Humen

Dean Omar Branham Shirley, LLP

Jennifer Farris (Daughter)

c/o David Humen

Dean Omar Branham Shirley, LLP

Christian Pederson (step-daughter)

c/o David Humen

Dean Omar Branham Shirley, LLP

Any coworkers that worked with Mr. Jonas and any coworkers identified in any deposition to be taken in this case.

EXPERT WITNESSES

**Dr. Hector Battifora
1752 Wilson Avenue
Arcadia, CA 91006
626-836-9147**

**Dr. Richard Kradin
Massachusetts General Hospital
55 Fruit Street, Warren 253
Boston, MA 02114
617-367-2879
617-726-8491**

**Dr. Eugene Mark
Massachusetts General Hospital
55 Fruit Street, Warren 244
Boston, MA 02114
617-726-8891**

**Dr. John C. Maddox
Riverside Regional Medical Center
500 J. Clyde Morris Boulevard
Newport News, VA 23601
757-594-2160**

**Dr. Jerrold L. Abraham
Upstate University Hospital
750 East Adams Street
Syracuse, NY 13210
315-464-5540**

**Dr. William Salyer
PSI
3017 Telegraph Avenue, Suite 100
Berkley, CA 94705
510-644-0951**

**Dr. James R. Bruce
700 Gaslight Boulevard**

**Lufkin, TX 75904
936-632-5992**

**Dr. Brent C. Staggs
Diplomat, American Board of Pathology
1 Lile Court, Suite 101
Little Rock, AR 72205**

These doctors may testify, live or by deposition, concerning their review of the medical records, pathology and work history of Plaintiff/Decedent and their diagnosis of asbestos-related disease in this case. These doctors may testify that Plaintiff/Decedent contracted Mesothelioma as a result of exposure to asbestos. Additionally, these doctors may testify that Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. They may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Further, these doctors may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these doctors may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer during his lifetime as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These doctors may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. These doctors may testify concerning the reasonable and necessary medical expenses that Plaintiff/Decedent incurred and/or will incur in the future as a result of his asbestos-related disease. Defense counsel are in possession of numerous transcripts within which these doctors' opinions have been fully explored.

These experts will testify as to the procedures and treatments experienced by Plaintiff/Decedent and Plaintiff/Decedent's pain and suffering attributable to the disease mesothelioma. They may further testify as to facts and circumstances regarding the nature of the injuries and damages experienced by mesothelioma victims. They may testify regarding Plaintiff/Decedent's prognosis and life expectancy had they not been diagnosed with mesothelioma.

Additionally, these experts will testify about asbestos and the diseases caused by asbestos generally. These experts will testify that smoking is addictive. These experts may testify that

based on epidemiological studies, Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, these experts may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that asbestos-containing products could cause disease. These experts may testify as to their review of the medical and scientific literature regarding asbestos and asbestos-related diseases. These experts may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. These experts may also testify as to their review of the documents entered into evidence in this case or reviewed pertaining to Defendants, and as to their conclusions reached therefrom that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. These experts may also testify as to the hazardous nature of asbestos and that asbestos-containing products are unreasonably dangerous. They may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to warn of the dangers of their products or the use of asbestos-containing products. Further, these experts may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these experts may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants and that Plaintiff/Decedent's fear of cancer is a reasonable fear. These experts may testify as to what caused and/or contributed to Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may testify concerning fiber types of asbestos generally and that all types of asbestos fibers and all lengths of asbestos fibers are capable of causing all asbestos-related diseases and all forms of asbestos-related cancers. These experts may testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos. They may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These doctors may testify that warnings placed on containers of asbestos-containing products, and/or asbestos equipment, and/or in technical manuals, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

These doctors' opinions will be based upon their review of any and all medical records and available chest x-rays and/or pathology materials, as well as their expertise in the field, including experience and training, and their review of historical and more recent medical articles and journals.

These doctors may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. These doctors may further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

These doctors may testify that chrysotile in asbestos-containing products is contaminated with tremolite, actinolite, anthophyllite, amosite and/or crocidolite asbestos.

Dr. Steven Haber
Respiratory Medicine Consultants
9337B Katy Freeway, Suite 267
Houston, Texas 77024

Dr. Haber may testify, live or by deposition, concerning his examination and treatment of Plaintiff and his diagnosis of asbestos-related disease in this case. He may testify concerning asbestos, the effects of asbestos on the body and any other topics related thereto. He may also testify as to their review of recent medical information pertaining to Plaintiff and the progression of Plaintiff's disease that occurred since his last examination. Additionally, he may testify that Plaintiff's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. He may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. He may also testify concerning the role of Plaintiff's asbestos-related disease in causing and/or precipitating Plaintiff's illnesses and/or resulting death. He may testify that Plaintiff required and/or requires medical monitoring and treatment and/or hospitalizations as a result of his exposure to asbestos. He may also testify regarding the effects of asbestos-related disease on the body and more specifically, the pain and suffering of the Plaintiff, including his mental state. He may testify concerning the reasonable and necessary medical expenses the Plaintiff has incurred as a result of his asbestos-related disease.

Dr. Edwin Holstein
Environmental Health Associates PA

**10 Langley Road, Suite 306
Newton Centre, MA 02459
617-795-2238**

**Dr. Mark Colella
219 Royal Doulton Court
Gibsonia, PA 15044
724-226-7863**

**Barry Horn, M.D.
Berkley Pulmonary Medical Group
2450 Ashby Avenue
Berkeley, CA 94705
510-204-1894**

The above listed experts may testify, live or by deposition, concerning their examination of the Plaintiff/Decedent and/or their review of the Plaintiff/Decedent's work history, medical records, x-rays, and bills for medical services as well as their diagnosis of asbestos-related disease in this case. These doctors may testify that Plaintiff/Decedent contracted Mesothelioma as a result of exposure to asbestos, and that all exposures to asbestos of an occupational level substantially contribute to the development of Mesothelioma. They may testify concerning asbestos, and that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. They may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma. They may also testify that Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. They may also testify that Plaintiff/Decedent incurred medical expenses as a result of his exposure to asbestos and his development of an asbestos-related disease. The doctors may testify concerning the reasonable and necessary medical expenses that Plaintiff/Decedent incurred, and may incur in the future, as a result of his asbestos-related disease. They may also testify that asbestos-containing products are unreasonably dangerous due to their propensity to cause development of asbestos-related diseases. Defense counsel are in possession of numerous transcripts of the testimony within which the opinions concerning this subject have been fully explored.

These experts may testify based upon their review of Plaintiff/Decedent's medical records, x-rays, and bills for medical services and that such medical bills for medical services are reasonable and

necessary. These experts may testify with regard to Plaintiff/Decedent's diagnosis of an asbestos-related disease, including Mesothelioma. These experts may testify that Plaintiff/Decedent required medical monitoring, treatment and/or hospitalization (and the reasonable medical expenses therefore) as a result of his exposure to asbestos, asbestos-related disease, asbestos-related cancer, the progression and/or recurrence of this cancer and general fear of cancer because of asbestos exposure.

Additionally, these experts will testify about asbestos and the diseases caused by asbestos generally. These experts will testify that smoking is addictive. These experts may testify that based on epidemiological studies, Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, these experts may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that asbestos-containing products could cause disease. These experts may testify as to their review of the medical and scientific literature regarding asbestos and asbestos-related diseases. These experts may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. They may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease. These experts may also testify as to their review of the documents entered into evidence in this case or reviewed pertaining to Defendants, and as to their conclusions reached therefrom that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. These experts may also testify as to the hazardous nature of asbestos and that asbestos-containing products are unreasonably dangerous. They may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to warn of the dangers of their products or the use of asbestos-containing products. Further, these experts may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these experts may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants and that Plaintiff/Decedent's fear of cancer is a reasonable fear. These experts may testify as to what caused and/or contributed to Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may testify concerning fiber types of asbestos generally and that all types of asbestos fibers are capable of causing all asbestos-related diseases and all forms of asbestos-related cancers. These experts may testify regarding the asbestos content of different products and/or pieces of equipment during

different periods of time. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These doctors may testify that warnings placed on containers of asbestos-containing products, and/or asbestos equipment, and/or in technical manuals, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

These doctors' opinions will be based upon their review of any and all medical records and available chest x-rays and/or pathology materials, as well as their expertise in the field, including experience and training, and their review of historical and more recent medical articles and journals.

These doctors may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. These doctors will further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos diseases caused by Canadian chrysotile.

These doctors may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Sean Fitzgerald
Scientific Analytical Institute, Inc.
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Sean Fitzgerald is a professional geologist and microscopist with 30 years of experience managing growing businesses and laboratories. Mr. Fitzgerald has been a remediation site inspector, legal expert analyst, regional manager, and lab director, as well as VP Marketing, VP Business Development, President, and his current position as director of research and legal services, of environmental firms across the USA. Mr. Fitzgerald has been an invited guest speaker at workshops and conferences focusing on asbestos minerals and products in addition to local, state, and federal regulatory meetings and reviews, and advises private and governmental entities on issues of asbestos and lead regulation, science, and process development. Mr. Fitzgerald has tested thousands of products over his career for asbestos content. He has been approved as an expert on testing of asbestos-containing automotive products in federal court in Washington State, the exact testimony he will give in this case.

Mr. Fitzgerald is expected to testify about the tests he performed on various asbestos-containing automotive friction products found in Rudie Klopman-Baerselman's garage. He is also expected

to testify about mineralogical and geological issues related to various forms of asbestos, including but not limited to tremolite, actinolite, chrysotile, amosite, and anthophyllite forms of asbestos. He may testify about how to define asbestos and the historical discussion regarding how to define asbestos. He will testify about how to properly sample and test asbestos including without limitation the various testing methods and microscopy methods (now and historically) and their ability to detect asbestos.

Mr. Fitzgerald may testify regarding the asbestos content of Defendants' products as well as potential exposures to asbestos from the use of Defendants' products. He may testify that use of Defendants' products, including asbestos-containing automotive friction products, can lead to exposures to asbestos significantly above background levels. He may testify about his own testing and/or the testing performed by others. He may testify about the asbestos content of mines where Defendants obtained raw asbestos and the contamination of those mines with other forms of asbestos.

He may also testify regarding the opinions or basis of opinions of other witnesses or experts testifying in the case. The witness may testify based on hypotheticals propounded by counsel for either the plaintiff/decedent or the defense. Such hypotheticals may include, but are not limited to, factual summaries related to specific exposures for which there is evidence in the case. Plaintiffs further refer to the reports, declarations and/or testimony that he has provided in prior cases and pending cases.

Dr. Michael Freeman
425 NW 10th Avenue, Suite 306
Portland, OR 97209
971-255-1008

Dr. Michael Freeman is a doctor of medicine and an epidemiologist specializing forensic medicine and forensic epidemiology. Dr. Freeman may testify at the trial of this matter, and will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at the trial of this matter.

Dr. Freeman is a medical doctor and epidemiologist who will testify to matters related to the circumstances of Plaintiff/Decedent's exposure to defendants' asbestos and asbestos-containing products, and the use of defendants' asbestos and asbestos-containing products.

This expert may testify regarding Plaintiff/Decedent's exposures to asbestos at different times and may testify concerning his assessment of the various risks which were associated with such exposures. He may also testify regarding the material and characteristics of defendants' asbestos and asbestos-containing products, release of asbestos fibers from defendants' asbestos and asbestos-containing products, industry and regulatory protocols, constituent analysis with respect to the nature of the materials and the identity of the manufacturer of the materials, product formulae and product identification. He may further testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in

the medical and scientific literature. This expert may also testify regarding the asbestos content of different products during different periods of time.

This expert may further testify concerning the conditions at the sites of Plaintiff/Decedent's exposure to asbestos based on testimony of the Plaintiff/Decedent, relevant documents, discovery responses and/or conversations with other workers who engaged in similar work. He may testify concerning asbestos hazards resulting from maintenance, repair and construction operations taking place at those sites and defendants' failure to respond adequately or appropriately to those hazards. He may further testify that defendants' actions constituted negligence, gross negligence, conscious indifference to others and/or indicate that defendants were aware of the substantial certainty that their actions could or would result in significant illnesses and/or deaths. He may further testify that defendants were in violation of asbestos regulations promulgated by state governments and the United States Government, and that defendants violated their duties under the Occupational Safety and Health Act and its implementing regulations. He may testify that defendants' failure to comply with these laws, regulations and standards constitutes negligence and gross negligence, and was a cause of Plaintiff/Decedent's injuries. He may further testify that defendants were aware, or should have been aware, of the hazards of asbestos by the time of Plaintiff/Decedent's use of, and exposure to, their products, as a result of medical, scientific and industrial hygiene literature available to all Defendants.

This expert may also testify, based on her experience, training and education, as to the health risks associated with exposure to asbestos. He may testify regarding direct exposure, bystander exposure to asbestos and "fiber drift," and specifically that these are occupational hazards associated with asbestos and that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. He may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause lung cancer and other asbestos related diseases. This expert may testify regarding when it was known that direct, bystander and household exposures were known to cause disease. He may testify that the cumulative dose of asbestos that a person receives is what increases the risk of asbestos related diseases, including mesothelioma, lung cancer, and asbestos-related scarring. He may testify that all exposures to asbestos of an occupational level are substantial contributing factors to the development of an individual's disease, and that all of such of Plaintiff/Decedent's exposures contributed to the development of Plaintiff/Decedent's asbestos disease, including mesothelioma. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. Dr. Freeman may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. He may also testify that asbestos and asbestos products are toxic and unreasonably dangerous, and that they are more dangerous than would be contemplated by the ordinary user with ordinary skills and characteristics common to the community. He may also testify that there are no known safe levels of exposure to asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause malignant mesothelioma. He may testify further that all types of asbestos represent occupational hazards and that in the sciences of occupational, environmental, and preventive medicine, all types of commercial asbestos and tremolite asbestos are understood to cause all asbestos diseases, including but not limited to, mesothelioma. He may testify that "dose reconstruction" or similar efforts to

specifically quantify and model in numeric terms the Plaintiff/Decedent's total and/or relative asbestos exposure, in the absence of measurements taken at the Plaintiff/Decedent's exposure sites during the relevant periods of time, have significant scientific limitations.

This expert may testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, and fiber release and contamination on clothing and other personal contamination. He may also testify regarding results of dust studies by analysis of using both particles per cubic foot and fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. He may testify that the levels of asbestos dust to which the Plaintiff/Decedent was exposed during his working career would have likely exceeded established TLVs and PELs in many instances. This expert may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

This expert has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He may testify that during foreseeable uses of defendants' asbestos and asbestos-containing products that those products released asbestos fibers into the breathing zone of workers, including but not limited to, Plaintiff/Decedent, in levels that are above background. These asbestos products may include dry powders that are mixed with water and sanded, pre-mixed pastes that are sanded, thermal insulation products that are cut, sawed and/or torn out, adhered gaskets or packing that are removed in whole or in part by brushing or sanding, boards or flat sheets or tiles or siding that are cut or scored or abraded, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and products scrap that is swept or blown or vacuumed or ripped out. He may testify that impregnated and/or encapsulated products, when disturbed or abraded, can release asbestos fibers into the breathing zone of workers, like Plaintiff/Decedent, in levels that are above background. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of defendants or the lack of testing on defendants' asbestos and asbestos-containing products.

This expert may testify that dust levels measured in testing one defendant's asbestos product would be similar to the results from another defendant's similar product with similar ingredients.

It is anticipated, that this expert will testify that asbestos exposure of the Plaintiff/Decedent arising from defendants' asbestos products or activities involving the use of asbestos or asbestos products were substantial contributing factors in Plaintiff/Decedent's overall asbestos exposure and were the result of defendant's failure to exercise appropriate industrial hygiene controls for suppressing or reducing exposures to asbestos, including but not limited to adequately warning Plaintiff/Decedent of the dangers associated with asbestos and means to protect himself. He may testify that these failures by defendants were knowing and/or unreasonable in the time and place in which they occurred given the information that was available to defendants, medical and scientific literature, statutes, regulations and/or based on the defendant's actual knowledge. This expert's opinion may be based upon her review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

This doctor may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

This expert may testify that pure chrysotile asbestos, in the absence of tremolite, represents a health hazard for all asbestos-related diseases that need to be controlled. This doctor may further testify that, in her opinion, chrysotile asbestos causes all types of asbestos disease, including but not limited to, malignant mesothelioma.

This expert may also testify concerning the presence of talc in the products Plaintiff/Decedent was exposed to. This expert may further testify that the talc was asbestos-containing and that said asbestos was in a form capable of causing asbestos-related diseases including mesothelioma, lung cancer, and asbestosis.

He may testify that in both historical and present day contexts what some people have termed controversies regarding the toxicity of chrysotile asbestos are rooted in conflicts of interest of asbestos product manufacturers and sellers. He may testify that some sectors of the industry had earlier and more detailed historical access to the relevant scientific information on asbestos health hazards than medical professionals and the consuming public. He may testify that industry efforts to suppress, and in some cases distort, scientific information on the adverse health effects of asbestos have shaped the medical and scientific literature, public policy, and regulatory requirements.

Jock McCulloch
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Australia
0 11 61 394894361

Professor McCulloch is an expert in the historical development of knowledge about asbestos disease, including when it was known in the medical and scientific community and by industry that asbestos could cause asbestosis, lung cancer, mesothelioma and other asbestos related diseases. His testimony will include the role of industry in shaping what was known in the medical community and the mainstream public about hazards of asbestos. He is expected to testify that in both historical and present day contexts what some people have termed controversies regarding the toxicity of chrysotile asbestos are rooted in conflicts of interest of asbestos product manufacturers and sellers. He is expected to testify that some sectors of the industry had earlier and more detailed historical access to the relevant scientific information on asbestos health hazards than medical professionals and the consuming public. He is expected to testify that industry efforts to suppress, and in some cases distort, scientific information on the adverse health effects of asbestos have shaped medical and scientific literature, public policy, and regulatory requirements.

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**William Ewing, C.I.H.
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The above experts are Certified Industrial Hygienists, Professional Engineers and/or Occupational Medicine Doctors who may testify about industrial hygiene and/or occupational medicine principles related to the circumstances of Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants.

These experts may testify regarding Plaintiff/Decedent's exposures to asbestos at different times and may testify concerning their assessment of the various risks which were associated with such exposures. They may also testify regarding the material and characteristics of Defendants' asbestos products, release of asbestos fibers from Defendants' products, industry and regulatory protocols, constituent analysis with respect to the nature of the materials and the identity of the manufacturer of the materials, product formulae and product identification. They may further testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may also testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time.

These experts may further testify concerning the conditions at Plaintiff/Decedent's asbestos exposure sites based on testimony of the Plaintiff/Decedent, co-workers, documents, discovery responses and/or conversations with workers. They may testify concerning asbestos hazards resulting from maintenance, repair and construction operations taking place at those sites and Defendants' failure to respond adequately or appropriately to those hazards. They may further testify that Defendants' actions constituted negligence, gross negligence, conscious indifference to others and/or indicate that defendants were aware of the substantial certainty that their actions could or would result in significant illnesses and/or deaths. They may further testify that Defendants were in violation of asbestos regulations promulgated by state governments and the United States Government, and that Defendants violated their duties under the Occupational Safety and Health Act and its implementing regulations. They may testify that Defendants' failure to comply with these laws, regulations and standards constitutes negligence and gross negligence, and was a cause of Plaintiff/Decedent's injuries. They may further testify that Defendants were aware, or should have been aware, of the hazards of asbestos by the time of Plaintiff/Decedent's exposure to their products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants as a result of medical, scientific and industrial hygiene literature available to all Defendants.

These experts may also testify, based on their experience, training and education, as to the health risks associated with exposure to asbestos. They may testify regarding bystander exposure to asbestos, to asbestos and "fiber drift," and specifically that these are occupational hazards associated with asbestos and that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. They may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease. These experts may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his/her exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. They may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. They may also testify that asbestos products are toxic and unreasonably dangerous, and that they are more dangerous than would be contemplated by the ordinary user with ordinary skills and characteristics common to the community. They may also testify that there are no safe levels of exposure to asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause the disease mesothelioma. They may testify further that all types of asbestos represent occupational hazards and that in the science of industrial hygiene, all types of commercial asbestos and tremolite asbestos are understood to cause all asbestos diseases, including but not limited to, malignant mesothelioma. These experts may testify regarding their estimation of the Plaintiff/Decedent's dose of exposure to Defendants' products.

These experts may testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, and fiber release and contamination on clothing and other personal contamination. They may also testify regarding results of dust studies by analysis of using both particles per cubic foot and fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. They may testify that the levels of asbestos dust to which the Plaintiff/Decedent was exposed during his working career would have likely exceeded established TLVs and PELs in many instances. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

These experts have examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. They may testify that during foreseeable uses of Defendants' asbestos products that those products released asbestos fibers into the breathing zone of workers, including but not limited to, Plaintiff/Decedent, in levels that are above background. These asbestos products include, but are not limited to, dry powders that are mixed with water and sanded, pre-mixed pastes that are sanded, thermal insulation products that are cut, sawed and/or torn out, adhered gaskets that are removed in whole or in part by brushing or sanding, removal of dry packing, boards or flat sheets or tiles or siding that are cut or scored or abraded, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and products scrap that is swept or blown or vacuumed or ripped out. They may testify that

impregnated and/or encapsulated products, when disturbed or abraded, can release asbestos fibers into the breathing zone of workers, like Plaintiff/Decedent, in levels that are above background. They may compare and contrast the findings with other scientific findings. They may offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing on Defendants' products. They may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma.

These experts may testify that dust levels measured in testing one Defendants' asbestos product would be similar to the results from another Defendant's similar product with similar ingredients.

It is anticipated, that these experts will testify that asbestos exposure of the Plaintiff/Decedent arising from Defendants' asbestos products or activities involving the use of asbestos or asbestos products were substantial contributing factors in Plaintiff/Decedent's overall asbestos exposure and were the result of Defendant's failure to exercise appropriate industrial hygiene controls for suppressing or reducing exposures to asbestos, including but not limited to adequately warning Plaintiff/Decedent of the dangers associated with asbestos and means to protect himself. They will testify that these failures by Defendants were knowing and/or unreasonable in the time and place in which they occurred given the information that was available to Defendants, medical and scientific literature, statutes, regulations and/or based on the Defendant's actual knowledge. These experts' opinions may be based upon their review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as their expertise in the field, including experience and training, and their review of historical and more recent scientific articles and journals as well as government regulations.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These experts may testify that pure chrysotile asbestos, in the absence of tremolite, represents an industrial hygiene hazard for all asbestos-related diseases that need to be controlled. These doctors may further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

These experts may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

**Joe Burkhart, MS, CIH
Burkhart & Associates, LLC
96 Clear Spring Drive
Morgantown, WV 26508
304-692-6096**

Mr. Burkhardt is a Certified Industrial Hygienist who may testify about industrial hygiene and/or occupational medicine principles related to the circumstances of Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants.

Mr. Burkhardt may testify regarding Plaintiff/Decedent's exposures to asbestos at different times and may testify concerning his assessment of the various risks which were associated with such exposures. He may also testify regarding the material and characteristics of Defendants' asbestos products, release of asbestos fibers from Defendants' products, industry and regulatory protocols, constituent analysis with respect to the nature of the materials and the identity of the manufacturer of the materials, product formulae and product identification. He may further testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. He may also testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time.

Mr. Burkhardt may further testify concerning the conditions at Plaintiff/Decedent's asbestos exposure sites based on testimony of the Plaintiff/Decedent, co-workers, documents, discovery responses and/or conversations with workers. He may testify concerning asbestos hazards resulting from maintenance, repair and construction operations taking place at those sites and Defendants' failure to respond adequately or appropriately to those hazards. He may further testify that Defendants' actions constituted negligence, gross negligence, conscious indifference to others and/or indicate that defendants were aware of the substantial certainty that their actions could or would result in significant illnesses and/or deaths. He may further testify that Defendants were in violation of asbestos regulations promulgated by state governments and the United States Government, and that Defendants violated their duties under the Occupational Safety and Health Act and its implementing regulations. He may testify that Defendants' failure to comply with these laws, regulations and standards constitutes negligence and gross negligence, and was a cause of Plaintiff/Decedent's injuries. He may further testify that Defendants were aware, or should have been aware, of the hazards of asbestos by the time of Plaintiff/Decedent's exposure to their products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants as a result of medical, scientific and industrial hygiene literature available to all Defendants.

Mr. Burkhardt may also testify, based on his experience, training and education, as to the health risks associated with exposure to asbestos. He may testify regarding bystander exposure to asbestos, to asbestos and "fiber drift," and specifically that these are occupational hazards associated with asbestos and that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. He may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. Mr. Burkhardt may testify regarding when it was known that bystander and household exposures were known to cause disease. He may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his/her exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the

development of mesothelioma. He may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. Mr. Burkhart may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. He may also testify that asbestos products are toxic and unreasonably dangerous, and that they are more dangerous than would be contemplated by the ordinary user with ordinary skills and characteristics common to the community. He may also testify that there are no safe levels of exposure to asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause the disease mesothelioma. He may testify further that all types of asbestos represent occupational hazards and that in the science of industrial hygiene, all types of commercial asbestos and tremolite asbestos are understood to cause all asbestos diseases, including but not limited to, malignant mesothelioma. This expert may testify regarding his estimation of the Plaintiff/Decedent's dose of exposure to Defendants' products.

Mr. Burkhart may testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, and fiber release and contamination on clothing and other personal contamination. He may also testify regarding results of dust studies by analysis of using both particles per cubic foot and fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. He may testify that the levels of asbestos dust to which the Plaintiff/Decedent was exposed during his working career would have likely exceeded established TLVs and PELs in many instances. Mr. Burkhart may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

Mr. Burkhart has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He may testify that during foreseeable uses of Defendants' asbestos products that those products released asbestos fibers into the breathing zone of workers, including but not limited to, Plaintiff/Decedent, in levels that are above background. These asbestos products include, but are not limited to, dry powders that are mixed with water and sanded, pre-mixed pastes that are sanded, thermal insulation products that are cut, sawed and/or torn out, adhered gaskets that are removed in whole or in part by brushing or sanding, removal of dry packing, boards or flat sheets or tiles or siding that are cut or scored or abraded, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and products scrap that is swept or blown or vacuumed or ripped out. He may testify that impregnated and/or encapsulated products, when disturbed or abraded, can release asbestos fibers into the breathing zone of workers, like Plaintiff/Decedent, in levels that are above background. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing on Defendants' products. He may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma.

Mr. Burkhart may testify that dust levels measured in testing one Defendants' asbestos product would be similar to the results from another Defendant's similar product with similar ingredients.

It is anticipated, that Mr. Burkhart will testify that asbestos exposure of the Plaintiff/Decedent arising from Defendants' asbestos products or activities involving the use of asbestos or asbestos products were substantial contributing factors in Plaintiff/Decedent's overall asbestos exposure and were the result of Defendant's failure to exercise appropriate industrial hygiene controls for suppressing or reducing exposures to asbestos, including but not limited to adequately warning Plaintiff/Decedent of the dangers associated with asbestos and means to protect himself. He will testify that these failures by Defendants were knowing and/or unreasonable in the time and place in which they occurred given the information that was available to Defendants, medical and scientific literature, statutes, regulations and/or based on the Defendant's actual knowledge. Mr. Burkhart's opinions may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

Mr. Burkhart may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

Mr. Burkhart may testify that pure chrysotile asbestos, in the absence of tremolite, represents an industrial hygiene hazard for all asbestos-related diseases that need to be controlled. Mr. Burkhart may further testify that, in his opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

Mr. Burkhart may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Carl Andrew Brodtkin, M.D.
Clinical Associate Professor
Occupational & Environmental Medicine
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206-523-4180

Dr. Brodtkin, as a Board Certified occupational medicine physician and a Fellow of the American College of Occupational and Environmental Medicine (FACOEM), has experience and training in biostatistics, epidemiology, toxicology and industrial hygiene, as well as occupational and environmental medicine.

Dr. Brodtkin may testify, live or by deposition, concerning his examination of the Plaintiff/Decedent and/or his review of the Plaintiff/Decedent's work history, medical records, x-rays, and bills for medical services as well as his evaluation of asbestos-related disease in this case. He may also testify about asbestos, the effects of asbestos on the body and the diseases caused by

asbestos generally. Additionally, he may testify concerning Plaintiff/Decedent's increased risk of mesothelioma and other asbestos-related diseases as a consequence of his exposure to asbestos. Dr. Brodtkin may testify that based on epidemiological, industrial hygiene, medical, scientific and/or other studies, Plaintiff/Decedent's asbestos-related disease and his increased risk of cancer were caused by his exposure to Defendants' asbestos-containing products or use of asbestos-containing products on Defendants' machinery or equipment, and/or the use of asbestos containing products while working on Defendants premises or while employed by Defendants. He may also testify that Plaintiff/Decedent incurred medical expenses as a result of his exposure to asbestos and his development of an asbestos-related disease. Dr. Brodtkin may testify concerning the reasonable and necessary medical expenses that Plaintiff/Decedent incurred, and may incur in the future, as a result of his asbestos-related disease.

Dr. Brodtkin may testify about what asbestos is and how asbestos causes disease and which diseases are caused from exposure to asbestos.

Dr. Brodtkin may testify that asbestos was known to cause various diseases, including cancer, by the 1920s and 1930s, respectively. Dr. Brodtkin may testify as to his review of the literature and the opinions and conclusions contained in that literature regarding state of the art issues and specifically regarding medical knowledge of asbestos-related effects and recommended protections to exposed workers. Dr. Brodtkin may testify whether or not a specific identified exposure to asbestos is a contributing cause to asbestos-related disease, as well as the cumulative effect of Plaintiff/Decedents asbestos exposures. He may testify whether Plaintiff/Decedents cumulative exposure to asbestos is causally associated with his/her asbestos-related disease. Dr. Brodtkin may testify as to when end product users, household-exposed individuals and bystanders developed asbestos-related diseases, including resulting mortality.

Dr. Brodtkin may testify about the levels of asbestos exposure released from asbestos materials/products. Dr. Brodtkin may testify to the nature and extent of Plaintiff/Decedent's exposure, including intensity of fiber release from specific activities. Dr. Brodtkin may testify, to the extent possible, to the levels of asbestos exposure that Plaintiff/Decedent received from Defendants' asbestos products and the increased risk of mesothelioma, if any, from these exposures. Dr. Brodtkin may also testify whether specific identified exposures substantially contributed to Plaintiff/Decedent's mesothelioma and/or other asbestos-related disease. Dr. Brodtkin will discuss general principles of occupational medicine. Further, Dr. Brodtkin may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, Dr. Brodtkin may testify as to this Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products and/or exposure at Defendants premises or place of employment. Dr. Brodtkin may also testify that Plaintiff/Decedent's increased risk of cancer was causally associated with Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' machinery or equipment, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Dr. Brodtkin will discuss the well characterized dose response of asbestos and may testify that risk for asbestos-related disease is substantially greater than ambient exposures. Dr. Brodtkin may testify concerning fiber types of asbestos generally and that all types of asbestos fibers are capable of causing all asbestos-related diseases and all forms

of asbestos-related cancers, including mesothelioma. Dr. Brodtkin may testify with regard to Plaintiff/Decedent's diagnosis of an asbestos-related disease. He may also testify with regard to Plaintiff/Decedent's increased risk of contracting lung cancer or mesothelioma or other cancers as a result of his asbestos exposure. Dr. Brodtkin may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. Dr. Brodtkin may testify concerning asbestos, and that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. He may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Additionally, he may testify that Plaintiff/Decedent's exposure to asbestos contributed to his asbestos-related disease and/or asbestos-related cancer. Dr. Brodtkin may testify that Plaintiff/Decedent requires and/or required medical monitoring, treatment and/or hospitalization (and the reasonable medical expenses therefore) as a result of his exposure to asbestos, asbestos-related disease, asbestos-related cancer, the progression and/or recurrence of this cancer, and associated health concerns.

Dr. Brodtkin may testify that medical knowledge indicated during the late 1920s and 1930s that asbestos could be hazardous and deadly, that it could cause cancer during the 1930's and 1940's, and that additional information continued to be provided about asbestos hazards in the 1950s, 1960s and 1970s. He may testify that it was known or knowable that asbestos and products containing asbestos, were hazardous and dangerous in those time frames.

Within his review of occupational histories and/or exposure, Dr. Brodtkin will address whether asbestos warnings or related hazard training occurred or whether it impacted use of engineering controls or personal protective equipment that would impact exposure.

Dr. Brodtkin may testify regarding bystander indirect exposure to asbestos, as well as the development of TLV's and PEL's, and whether specific exposures were a proximate and substantial factor in causing Plaintiff/Decedent's asbestos-related disease. Dr. Brodtkin will address the nature and extent of Plaintiff/Decedent's exposure.

Dr. Brodtkin may testify as to the health aspects of asbestos exposure and to his own personal and professional writings, publications and editorials; the amount of asbestos exposure it takes to cause cancer and other asbestos-related diseases; the historical aspects of the development of OSHA/NIOSH and the history of OSHA/NIOSH regulations and other governmental regulations regarding asbestos and asbestos exposure.

This doctor's opinions will be based upon his review of any and all medical records and health-related documents, any exposure related documents, including discovery materials, depositions and available chest x-rays and/or pathology reports, as well as his expertise in the field, including experience and training, and his review of historical and more recent medical articles and journals. This doctor may testify that, based on a review of published information and unpublished data

concerning the defendants' products, these products produce dangerous levels of asbestos dust that contributed to cause the Plaintiff/Decedent's disease.

Dr. Brodtkin may testify about issues relating to the toxicity of specific asbestos fiber types, and that pure chrysotile asbestos causes mesothelioma. Dr. Brodtkin may testify that Chrysotile asbestos is potent in causing mesothelioma. Dr. Brodtkin may also testify that there is no known safe level of exposure to asbestos in terms of causation of mesothelioma and other asbestos-related cancers.

Arnold R. Brody, Ph.D.
Department of Molecular Biomedical Sciences
North Carolina State University
4700 Hillsborough Street
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919-513-7662

Dr. Brody may testify as to the physiological design and function of the lungs, the effect of asbestos on the lungs and other parts of the body, and on the body's defense mechanisms. He may also testify about the irreversible effects of asbestos-related diseases and the prognosis for an asbestos-exposed individual. He may also testify concerning the scientific and medical literature on the biological and toxicological effects of asbestos written by him and others. He may testify regarding historical literature relating to asbestos related diseases, and when it was known and accepted in the medical and scientific community that asbestos could cause various diseases. He may also testify about the body's biologic responses to brief exposures to asbestos, the pathogenic effects produced by various asbestos fiber types, including chrysotile, and mechanisms of asbestos-induced diseases including fibrosis and carcinogenesis. He may further testify concerning asbestos deposition and migration in and through the lungs and body. He will discuss all types of cancer risks from asbestos exposure, including mesothelioma. He will define what "injury" means and that asbestos-related diseases are injuries. Dr. Brody may further testify as to facts and circumstances regarding the nature of the injuries and damages that are the subject of this action. Dr. Brody may testify that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. He may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. Dr. Brody may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Dr. Brody will testify that products which release asbestos fibers are unreasonably dangerous and that fibers will remain in the lungs until death. Dr. Brody may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma. Dr. Brody may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos. He may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. He may testify regarding when it was known

that bystander and household exposures were known to cause disease. He will testify that smoking is addictive. Dr. Brody's testimony is based on his review and knowledge of medical literature, his education and work experience, his research, and the research of others.

Dr. Brody may also testify that it has been known for decades that asbestos can cause asbestos related diseases, including mesothelioma.

Dr. Brody's opinions will be based upon his expertise in the field, including experience and training, and his review of historical and more recent medical and scientific articles and journals.

Dr. Brody may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. Dr. Brody may further testify that, in his opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

Dr. Brody may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Dr. Brody will utilize teaching slides during his testimony. These slides have been produced to defendants in asbestos cases on numerous occasions. Additional copies can be made available upon reasonable request.

Dr. Richard A. Lemen
241 Rose Ridge Court
Canton, GA 30115
678-493-1736

Dr. Lemen will testify as an expert and fact witness about asbestos and the diseases caused by asbestos generally. Dr. Lemen may testify that based on epidemiological studies, Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' machinery or equipment, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, Dr. Lemen may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that their asbestos-containing products or use of asbestos-containing products could cause disease. Dr. Lemen will testify as to his visits at various asbestos plants and manufacturing plants and about TLVs. Dr. Lemen may testify about TLVs using demonstrative aids. Dr. Lemen may testify as to his review of the literature and the opinions and conclusions contained in that literature. Dr. Lemen will testify that asbestos was known to cause various diseases and cancers before 1950. Dr. Lemen may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. Dr. Lemen may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. Dr. Lemen may testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his/her exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. He may testify that the effects of exposure to asbestos at

occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. Dr. Lemen may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Dr. Lemen will testify as to when end product users, household exposed individuals and bystanders were known to get sick and die from asbestos. Dr. Lemen may also testify as to his review of the documents entered into evidence in this cause or reviewed pertaining to Defendants, and as to his conclusions reached therefrom that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. Dr. Lemen may also testify as to the hazardous nature of asbestos and asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. He may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to adequately and timely warn of the dangers of their products or the use of asbestos-containing products. Further, Dr. Lemen may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. He will testify that smoking is addictive. Dr. Lemen will specifically testify to activities listed in his curriculum vitae, including his factual knowledge of the conduct of asbestos companies from his work with the United States Government. More specifically, Dr. Lemen may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products and that Plaintiff/Decedent's fear of cancer is a reasonable fear. Dr. Lemen will discuss the dangers of low-level exposure to asbestos and will testify that there is no safe level of exposure to asbestos. He will testify that all the various types of asbestos fibers are capable of causing death, mesothelioma, asbestosis and all other asbestos-related diseases. Dr. Lemen may also testify that Plaintiff/Decedent's increased risk of cancer was caused and/or contributed to by Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Dr. Lemen may testify concerning fiber types of asbestos generally and that all types of asbestos fibers are capable of causing all asbestos-related diseases and all forms of asbestos-related cancers. Defense counsel are in possession of transcripts within which Dr. Lemen's opinions have been fully explored.

This doctor may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

This doctor may testify that warnings placed on containers of asbestos-containing products, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

Further, Dr. Lemen will testify as to the following specific issues: his background; ethical aspects of corporate responsibility; warnings; and the state of the art of the medical, scientific and/or technical literature regarding asbestos. Dr. Lemen will testify regarding bystander exposure to asbestos, "fiber drift," the fact that asbestos products are "toxic" and unreasonably dangerous, the TLV defense, and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. He may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature and that these exposures contribute to the development of asbestos diseases and particularly mesothelioma. He may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. He may testify regarding when it was known that bystander and household exposures were known to cause disease. Further, Dr. Lemen may testify as to the level of asbestos exposure Plaintiff/Decedent would have received during his employment. Dr. Lemen may testify that there is no "safe level" of exposure to asbestos in terms of causation of asbestos diseases, including mesothelioma.

Dr. Lemen may testify as to the health aspects of asbestos exposure and to his own personal and professional writings, publications and editorials; the amount of asbestos exposure it takes to cause cancer and other asbestos-related diseases; the historical aspects of the development of OSHA/NIOSH and the history of OSHA/NIOSH regulations and other governmental regulations regarding asbestos and asbestos exposure. Dr. Lemen may also testify that Defendants' failure to comply with these regulations constitutes negligence and was a cause of Plaintiff/Decedent's injuries.

This doctor's opinions will be based upon his review of any and all medical records and available chest x-rays and/or pathology materials, as well as his expertise in the field, including experience and training, and his review of historical and more recent medical articles and journals.

Dr. Lemen may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. Dr. Lemen may further testify that, in his opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

This doctor may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Charles Ay

**19481 Jasper Hill Road
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949-858-8212**

Mr. Ay is a former asbestos worker/insulator who worked in that trade at various locations including shipyards, power plants, refineries and commercial construction sites.

He is certified by the United States Environmental Protection Agency to detect asbestos in place and on the proper removal methods of such asbestos. His certification and training includes

methods of industrial hygiene, detection and identification of asbestos and non-asbestos materials, and on the risks posed by asbestos.

He received training from the U.S. Navy on methods of asbestos detection and removal onboard ships and in shore side facilities. For a further description of his qualifications, please see the court transcriptions in the cases in which Mr. Ay has testified. Mr. Ay may testify as to plaintiff's circumstance, opportunity for exposure and generally to practices, procedures, the types of ships, the types of asbestos products used in shipyards, onboard ships, in marine construction and industrial industries, including, but not limited to, refineries and commercial building sites, if applicable. Due to his extensive knowledge, background, and experience, Mr. Ay may offer opinions relating plaintiff's exposure to asbestos material in settings other than those mentioned previously including, but not limited to, railroad, friction/automotive, construction, electronic, aerospace, and military work settings if applicable. He may testify as to the manner in which asbestos-containing products were used, the tendencies of asbestos-containing products to release dust into the atmosphere, and the manner of proper removal recognition and disposal. For a more complete description of Mr. Ay's anticipated testimony, please see the court transcripts in your possession and the depositions that have previously been taken of Mr. Ay.

Mr. Ay has prepared no reports or writings concerning his proposed testimony. Any reports will be furnished to you upon receipt.

Dr. Barry Castleman
1722 Linden Avenue
Baltimore, MD 21217
410-448-2648

Dr. Castleman may testify about asbestos and the diseases caused by asbestos generally. Dr. Castleman may testify that based on the medical and scientific literature available to Defendant(s), and/or on the studies they conducted or the information available to them as members of trade associations, or from state or federal governmental agencies, Defendant(s) knew or should have known that their asbestos-containing products or use of asbestos-containing products by Defendant(s), including Premises Defendant(s) and Railroad Defendant(s), could cause disease. Dr. Castleman may testify as to his review of the literature and the opinions and conclusions contained in that literature. Dr. Castleman may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature, Dr. Castleman may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. Dr. Castleman may also testify as to his review of the documents, including those entered into evidence, and testimony pertaining to Defendant(s), and as to his conclusions reached therefrom that Defendant(s) were negligent, are strictly liable, acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent and, with respect to the Railroad Defendant(s), violated the Federal Employer Liability Act and Boiler Inspection Act by using asbestos-containing products. Dr. Castleman may also testify as to the hazardous nature of all types of asbestos and all types of asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. He may also testify that Defendant(s) engaged in negligent and grossly negligent conduct in failing to recall their asbestos-

containing products from the market, in failing to warn of the dangers of their products or, with respect to the Premises Defendant(s) and Railroad Defendant(s), suppliers, and contractors, in using asbestos-containing products. Further, Dr. Castleman may testify that all Defendant(s) conspired to suppress information pertaining to the hazards of asbestos, exposure to asbestos-containing products, and the diseases resulting therefrom. Dr. Castleman may testify that, based on epidemiological studies, Plaintiff's/Plaintiff's Decedent's asbestos-related disease was caused by his/her exposure to Defendant's asbestos-containing products, or, with respect to premises cases, to asbestos-containing products manufactured by other entities while working at Premises Defendant(s)' facilities. Dr. Castleman may also testify that Defendant(s) engaged in negligent and grossly negligent conduct in failing to warn its/their employees and persons working at Defendant's facility of the dangers of asbestos, in failing to provide safety equipment for protection from asbestos exposure and in failing to provide a safe working environment. Consequently, Defendant(s) deprived Plaintiff/Plaintiff's Decedent of the right to make an informed choice concerning his/her exposure to asbestos-containing products. Defense counsel are in possession of numerous transcripts of Dr. Castleman's prior testimony within which his opinions concerning this subject have been fully explored. Dr. Castleman may also testify as to his personal research of various companies, some of which are included in his book "ASBESTOS: Medical and Legal Aspects."

Dr. Richard Cohen
19242 Panorama Drive
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415-424-5156

Dr. Cohen may testify about asbestos and the diseases caused by asbestos generally. He may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that their asbestos-containing products or the use of asbestos-containing products, could cause disease. He may testify as to his review of the literature and the opinions and conclusions contained in that literature. He may also testify regarding availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. He may also testify as to his review of the documents entered into evidence in this case or reviewed pertaining to Defendants, and as to their conclusions reached there from that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. Additionally, he may testify as to the hazardous nature of all types of asbestos and that all types of asbestos-containing products are unreasonably dangerous. He may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to warn of the dangers of their products or the use of asbestos-containing products. Further, he may testify that all Defendants conspired to suppress information pertaining to the hazards of asbestos, exposure to asbestos-containing products, and the diseases resulting there from. Consequently, Defendants deprived Plaintiff/Decedent of the right to make an informed choice concerning his/her exposure to asbestos-containing products. Defense counsel are in possession of numerous transcripts of this experts' prior testimony within which his opinions concerning these subjects have been fully explored. Dr. Cohen may testify concerning the reasonable and necessary medical expenses that the Plaintiff/Decedent has incurred and will incur in the future, as a result of his/her asbestos-related disease.

Dr. Cohen may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

Dr. Cohen may also testify that warnings placed on asbestos-containing products, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

Dr. Cohen's opinions will be based upon his review of any and all medical records and available chest x-rays and/or pathology materials, as well as his expertise in the field, including experience and training, and his review of historical and more recent medical articles and journals.

Further, Dr. Cohen will testify as to the following specific issues: his background; ethical aspects of corporate responsibility; warnings; and the state of the art of the medical, scientific and/or technical literature regarding asbestos. He will testify regarding bystander exposure to asbestos, "fiber drift," the fact that asbestos products are "toxic" and unreasonably dangerous, the TLV defense, and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. He may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. Dr. Cohen may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. He may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. This expert may testify regarding when it was known that bystander and household exposures were known to cause disease. Further, He may testify as to the level of asbestos exposure Plaintiff/Decedent would have received during his/her employment.

Dr. Cohen may testify as to the health aspects of asbestos exposure and to his own personal and professional writings, publications and editorials; the amount of asbestos exposure it takes to cause cancer and other asbestos-related diseases; the historical aspects of the development of OSHA/NIOSH and the history of OSHA/NIOSH regulations and other governmental regulations regarding asbestos and asbestos exposure. He may also testify that Defendants' failure to comply with these regulations constitutes negligence and was a cause of Plaintiff/Decedent's injuries.

This doctor may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. He may further testify that, in his opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

This doctor may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Ronald F. Dodson, Ph.D.
President: Dodson Environmental Consulting, Inc.
Senior Consultant: ERI Consulting, Inc.
2026 Republic Drive, Suite A
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903-534-5001

Dr. Ronald F. Dodson is a Ph.D. whose specialty is biological electron microscopy (cell biology). He spent thirty-four years in academia until his retirement in August 2005. His academic appointments at the time of his retirement were as Professor of Cell biology and Environmental Sciences at the University of Texas Health Center at Tyler and as Professor of Biology (with tenure) at the University of Texas at Tyler. His research over those years focused on pneumoconiosis with a particular emphasis on asbestos-related diseases. Much of the asbestos-related research involved the determination of ferruginous bodies and uncoated asbestos fibers in tissue and body fluids as related to establishing past exposures.

He will testify that malignant mesothelioma is a signal tumor for asbestos as its cause, and that virtually all diffuse malignant mesotheliomas in adult men in the U.S. are caused by asbestos. He will testify about “fiber burden analysis” in general, and regarding the fiber burden analysis preformed in this case. He may also testify about testing that he has done on Defendants’ products, as well as the results of those tests. He will testify that chrysotile asbestos fibers were a cause-in-fact of Plaintiff/Decedent’s malignant pleural mesothelioma. He will testify that malignant mesothelioma is always fatal and that there are no cures for asbestos-related diseases. He will testify that asbestos diseases are incurable and progressive by nature. He will testify that asbestos fibers do not signal ordinary human senses as to their dangers, and that they are more dangerous than ordinary people with ordinary senses and characteristics will perceive. In that regard, he may testify that particular asbestos products are unreasonably dangerous as defined by The Texas Pattern Jury Charge. He will testify that there is no known safe level of asbestos exposure and that the permissible exposure level(s) described by OSHA will not, cannot, and are not intended to prevent all asbestos-related mesotheliomas. He will testify that malignant mesothelioma can be caused in humans by all asbestos fiber-types chrysotile, tremolite, actinolite, anthophyllite, amosite, and crocidolite. He will testify that all of these fiber-types are potent. He will testify that all of these asbestos fiber types cause all forms of asbestos-related disease, including but not limited to, diffuse malignant mesothelioma, lung cancer, asbestosis, pleural plaques, pleural thickening, diaphragmatic and pericardial plaques, and pleural effusions. He will testify that the proposition, if any, that chrysotile-containing products do not cause malignant mesothelioma in humans, or do so only as a result of asbestos exposures on the order of 25 fiber years, is false.

He may testify generally as to how asbestos diseases are caused, and specifically, as to asbestos causation in the case of the Plaintiff/Decedent within reasonable scientific probability. He may utilize visual aids, slides, photographs, drawings, a flip chart, power point, film, medical articles, and/or textbooks to assist in explaining any matter about which he may testify. He has published extensively in peer-reviewed literature on tissue burden of asbestos in occupationally exposed

individuals who had asbestos diseases, including but not limited to, diffuse malignant mesothelioma, and he may testify regarding those publications, as well as any others that he has reviewed and identifies as reliable and/or authoritative. A copy of his curriculum vitae is attached to this supplemental designation.

He will testify that "short" asbestos fibers (those that are less than 5 microns in length) are capable of causing mesothelioma in humans, and that asbestos fibers, both longer and shorter than 5 microns in length were found pathologically in this case. He will testify that fiber burden analysis should account for asbestos fibers that are capable of being seen only in the transmission electron microscope and these analysis should include fibers shorter than 5 microns since these are the asbestos fibers which more readily relocate to extrapulmonary sites where asbestos induced diseases such as mesothelioma occur. He will testify that counting asbestos bodies is a poor indicator of the past presence of chrysotile in human lung and likewise as a marker which can be related to asbestos diseases, including but not limited to, diffuse malignant mesothelioma. He may testify that the fiber-burden analysis performed, if any, by the Defense Doctor(s) contains methodological variations which may result in an inaccurate representation of the nature and amount of a population of asbestos fibers found in the lung and pleura.

He will testify about the asbestos content and type of asbestos found in talc, and the presence or absence of talc in products at issue in this case. He will also testify that exposure to asbestos from talc can and does cause asbestos related diseases, including mesothelioma. He may also testify that exposures to products containing talc were substantial contributing factors in causing Plaintiff/Decedent's mesothelioma, and/or other asbestos related disease. He will also testify about government regulations relating to asbestos in talc and other products.

He will testify that asbestos diseases are caused by cumulative asbestos exposure. He will testify that each exposure to asbestos adds to the total dose that causes malignant mesothelioma and is a substantial contributing factor in causing fatal asbestos disease. He will testify that asbestos diseases and their causes are well documented currently and historically.

He will testify based upon his review of medical records, pathology materials, expert reports, deposition testimony in the case, medical and scientific literature, his background, education, and professional training and all of his opinions will be offered within reasonable scientific probability.

He is available for deposition upon written request.

Ronald E. Gordon, Ph.D.
Mt. Sianai School of Medicine
One Gustave L. Levy Place
Atran Building 6th Floor, Room 622
New York, NY 10029
212-241-7362

Dr. Gordon's specialty is biological electron microscopy (cell biology). His research for the past twenty-five years has involved assessment of asbestos burden in asbestos-exposed individuals. Dr. Gordon has agreed to testify at the trial of this matter, and will be sufficiently

familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial.

He will testify that malignant mesothelioma is a signal tumor for asbestos as its cause, and that virtually all diffuse malignant mesothelioma in adult men in the U.S. are caused by asbestos. He will testify that Plaintiff's mesothelioma (and other asbestos-related conditions) was caused by his asbestos exposures and by no other cause. He will testify that malignant mesothelioma is always fatal and that there are no cures for asbestos-related diseases. He will testify that asbestos diseases are incurable and progressive by nature. He will testify that asbestos fibers do not signal ordinary human senses as to their dangers, and that he are more dangerous than ordinary people with ordinary senses and characteristics will perceive. He will testify that there is no known safe level of asbestos exposure and that the permissible exposure level(s) described by OSHA will not, cannot, and are not intended to prevent all asbestos-related mesotheliomas. He will testify that malignant mesothelioma can be caused in humans by asbestos fiber-types chrysotile, tremolite, actinolite, anthophyllite amosite, and crocidolite. He will testify that all of these fiber-types are potent. He will testify that all of these asbestos fiber types cause all forms of asbestos-related disease, including but not limited to, diffuse malignant mesothelioma, lung cancer, asbestosis, pleural plaques, pleural thickening, diaphragmatic and pericardial plaques, and pleural effusions. He will testify that the proposition that chrysotile-containing products do not cause malignant mesothelioma in humans, or do so only as a result of asbestos exposures on the order of 25 fiber years, is false.

He will testify generally as to how asbestos diseases are caused, and specifically, as to asbestos causation in this case. He may utilize visual aids, slides, photographs, drawings, a flip chart, power point, film, medical articles, and/or textbooks to assist in explaining any matter about which he may testify. He has published extensively in peer-reviewed literature on tissue burden of asbestos in occupationally exposed individuals who had asbestos diseases, including but not limited to, diffuse malignant mesothelioma, and he may testify regarding those publications, as well as any others that he has reviewed and identifies as reliable and/or authoritative. A copy of his curriculum vitae is available upon request.

He will testify that "short" asbestos fibers (those that are less than 5 microns in length) are capable of causing mesothelioma in humans. He will testify about the methodology and results of any fiber-burden analyses performed on Plaintiff's tissue. He will testify that fiber burden analysis should account for asbestos fibers that are capable of being seen only in the transmission electron microscope and these analyses should include fibers shorter than 5 microns since these are the asbestos fibers which more readily relocate the extrapulmonary sites where asbestos induced diseases such as mesothelioma occur. He may testify that counting asbestos bodies is a poor indicator of the past presence of chrysotile in human lung and likewise as a marker which can be related asbestos diseases, including but not limited to, diffuse malignant mesothelioma. He will testify that asbestos diseases are caused by cumulative asbestos exposure. He will testify that each exposure to asbestos adds to the total dose that causes malignant mesothelioma and is a substantial contributing factor in causing fatal asbestos disease. He will testify that asbestos diseases and their causes are well documented currently and historically. He will testify that a causal relationship between asbestos and asbestosis was well documented by the 1930's, lung cancer by the 1940's, and diffuse malignant mesothelioma on or before 1960. If called upon to do so, he may perform

a fiber burden analysis and testify to the results and his opinions and interpretation of same. He may also offer opinions concerning the analysis and/or findings submitted by any other expert who is retained, designated, or otherwise testifies in this matter.

William Longo, Ph.D.
Materials Analytical Services
3945 Lakefield Court
Suwanne, GA 30024
770-866-3200

Dr. Longo is a scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients. Dr. Longo has examined the amount of dust released by mixing and/or manipulating various asbestos-containing products, including, but not limited to, Kaylo, Unibestos, Carey products, Pabco products, Mundet products, W.R. Grace products, 85 percent magnesia thermal insulation, asbestos-containing refractory and castable products, asbestos containing joint compound products, asbestos-containing floor tile products, including but not limited to Congoleum and Flintkote floor tile and flooring products, United States Gypsum products, Kaiser Gypsum products, Micarta panels manufactured by Westinghouse, Flintkote products, asbestos-containing gaskets and packing manufactured by Garlock, Anchor, Flexitallic, John Crane and other manufacturers, Johns Manville products (including pipe covering, block, and transite pipe), Certainteed pipe, as well asbestos-containing brake components, assemblies and gaskets manufactured by Bendix, FelPro and Carlisle (Motion Control Industries), and has documented his investigation on videotape. These analyses include current and past techniques used to measure asbestos content in dust. Dr. Longo will testify on his results from the release of asbestos-containing dust from the various products that he has tested by either mixing, application, removal or the normal use of those products. Dr. Longo has quantified both the asbestos content and asbestos release generated from the aforementioned uses of these materials. Dr. Longo will testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, air samples in the personal breathing zone generated from the fiber release, and fiber release and contamination on clothing and other personal contamination. He will compare his results of these dust studies by analysis using both particles per cubic foot, fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. Dr. Longo will testify that the levels of asbestos dust measured during these tests exceeded established TLVs and PELs in many instances of his product testing. In addition, Dr. Longo has prepared and will use demonstrative aids regarding asbestos dust release from the various products that he has studied and the Defendants' TLV defense. Dr. Longo will compare and contrast his findings with other scientific findings. Dr. Longo will offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing of Defendants' products.

Dr. Longo may testify that the dust levels measured in testing one Defendant's asbestos product would be similar to the results expected from another Defendant's similar product with similar ingredients.

Dr. Longo's opinions will be based upon his review of any and all depositions, records and materials, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals.

Dr. Longo has produced written reports and videotapes of each of the tests he has performed. Copies are available upon request.

Dr. Longo will testify that they have conducted a chrysotile digestion analysis on Garlock asbestos sheet gasketing and will testify that such gasketing is contaminated with tremolite asbestos.

Dr. James R. Millette
Millette Technical Consulting
220 Cricket Walk SW
Lilburn, GA 30047
404-375-0979

Dr. Millette is a scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients. He has agreed to testify at the trial of this matter, and will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial. Mr. Millette's fee for testimony is \$440.00 per hour.

Mr. Millette may testify regarding Plaintiff/Decedent's exposures to asbestos at different times. Mr. Millette may also testify regarding the material and characteristics of defendants' asbestos and asbestos-containing products, release of asbestos fibers from defendants' asbestos and asbestos-containing products, industry and regulatory protocols, constituent analysis with respect to the nature of the materials and the identity of the manufacturer of the materials, product formulae and product identification.

This expert may further testify concerning the conditions at the sites of Plaintiff/Decedent's exposure to asbestos based on testimony of the Plaintiff/Decedent, relevant documents, discovery responses and/or conversations with other workers who engaged in similar work. He may testify concerning asbestos exposure resulting from maintenance, repair and construction operations taking place at those sites.

He may testify regarding direct exposure and bystander exposure to asbestos and specifically that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. He may also testify regarding "household exposures" to asbestos. He may also testify that there are no known recognized safe levels of exposure to asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause the disease mesothelioma. He may testify further that all types of asbestos are considered by OSHA and EPA to represent hazards and there is no distinction for regulatory purposes.

Dr. Millette has examined the asbestos content and/or amount of dust released by mixing and/or manipulating various asbestos-containing products, including, but not limited to, Gaskets,

Packing, Talc and friction products, and has documented many of his investigations on videotape. These analyses include current and past techniques used to measure asbestos content in dust. Dr. Millette will testify on his results from the asbestos content and release of asbestos-containing dust from the various products that he has tested by either application, removal or the normal use of those products. He will testify about the different types of asbestos likely to be in Defendants' products. Dr. Millette has quantified both the asbestos content and asbestos release generated from the aforementioned uses of these materials. Dr. Millette will testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, air samples in the personal breathing zone generated from the fiber release, and fiber release and contamination on clothing and other personal contamination. Dr. Millette may testify that the levels of asbestos dust measured during these tests exceeded background levels in many instances of his product testing. In addition, he will compare and discuss other publications and/or studies regarding asbestos dust content and release from these products. In addition, Dr. Millette has prepared and will use demonstrative aids regarding asbestos dust release from the various products that he has studied. Dr. Millette will compare and contrast his findings with other scientific findings. Dr. Millette will offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing of Defendants' products.

Dr. Millette will testify about the asbestos content and type of asbestos found in talc, and the presence or absence of talc in products at issue in this case. He may also testify about government regulations relating to asbestos in talc and other products.

This expert has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He may testify that during foreseeable uses of defendants' asbestos and asbestos-containing products that those products released asbestos fibers into the breathing zone of workers, including but not limited to, Plaintiff/Decedent, in levels that are above background. These products include adhered gaskets or packing that are removed in whole or in part by scraping, brushing or sanding, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and product scrap that is swept or blown or vacuumed. He may testify that impregnated and/or encapsulated products, when disturbed or abraded, can release asbestos fibers into the breathing zone of workers, like Plaintiff/Decedent, in levels that are above background. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of defendants or the lack of testing on defendants' asbestos and asbestos-containing products.

Dr. Millette may testify that the dust levels measured in testing one Defendant's asbestos product would be similar to the results expected from another Defendant's similar product with similar ingredients.

This expert's opinion may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

Dr. Millette has produced written reports and, in some cases, videotapes of each of the tests he has performed. Copies are available upon request.

Dr. Steve P. Compton
MVA Scientific Consultants
3300 Breckinridge, Suite 400
Duluth, GA 30096
770-662-8509

Dr. Compton is a scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients. He has agreed to testify at the trial of this matter, and will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial. Mr. Compton's fee for testimony is \$440.00 per hour.

Mr. Compton may testify regarding Plaintiff/Decedent's exposures to asbestos at different times. Mr. Compton may also testify regarding the material and characteristics of defendants' asbestos and asbestos-containing products, release of asbestos fibers from defendants' asbestos and asbestos-containing products, industry and regulatory protocols, constituent analysis with respect to the nature of the materials and the identity of the manufacturer of the materials, product formulae and product identification.

This expert may further testify concerning the conditions at the sites of Plaintiff/Decedent's exposure to asbestos based on testimony of the Plaintiff/Decedent, relevant documents, discovery responses and/or conversations with other workers who engaged in similar work. He may testify concerning asbestos exposure resulting from maintenance, repair and construction operations taking place at those sites.

He may testify regarding direct exposure and bystander exposure to asbestos and specifically that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. He may also testify regarding "household exposures" to asbestos. He may also testify that there are no known recognized safe levels of exposure to asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause the disease mesothelioma. He may testify further that all types of asbestos are considered by OSHA and EPA to represent hazards and there is no distinction for regulatory purposes.

Dr. Compton has examined the asbestos content and/or amount of dust released by mixing and/or manipulating various asbestos-containing products, including, but not limited to, Gaskets, Packing, Talc and friction products, and has documented many of his investigations on videotape. These analyses include current and past techniques used to measure asbestos content in dust. Dr. Compton will testify on his results from the asbestos content and release of asbestos-containing dust from the various products that he has tested by either application, removal or the normal use of those products. He will testify about the different types of asbestos likely to be in Defendants' products. Dr. Compton has quantified both the asbestos content and asbestos release generated from the aforementioned uses of these materials. Dr. Compton will testify regarding the general

background levels of asbestos release, bystander levels of exposure of the fiber release, air samples in the personal breathing zone generated from the fiber release, and fiber release and contamination on clothing and other personal contamination. Dr. Compton may testify that the levels of asbestos dust measured during these tests exceeded background levels in many instances of his product testing. In addition, he will compare and discuss other publications and/or studies regarding asbestos dust content and release from these products. In addition, Dr. Compton has prepared and will use demonstrative aids regarding asbestos dust release from the various products that he has studied. Dr. Compton will compare and contrast his findings with other scientific findings. Dr. Compton will offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing of Defendants' products.

This expert has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He may testify that during foreseeable uses of defendants' asbestos and asbestos-containing products that those products released asbestos fibers into the breathing zone of workers, including but not limited to, Plaintiff/Decedent, in levels that are above background. These products include adhered gaskets or packing that are removed in whole or in part by scraping, brushing or sanding, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and product scrap that is swept or blown or vacuumed. He may testify that impregnated and/or encapsulated products, when disturbed or abraded, can release asbestos fibers into the breathing zone of workers, like Plaintiff/Decedent, in levels that are above background. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of defendants or the lack of testing on defendants' asbestos and asbestos-containing products. Dr. Compton may testify that the dust levels measured in testing one Defendant's asbestos product would be similar to the results expected from another Defendant's similar product with similar ingredients.

This expert's opinion may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

Dr. Compton is a consulting scientist with expertise in spectroscopy and microscopy, specializing in asbestos analysis and research, and particulate characterization by scanning electron and transmission electron microscopy. Dr. Compton may testify about his experience in the field of microscopy, his published papers, and presentations at various meetings/conferences.

Dr. Compton may also testify regarding materials-testing techniques, air sampling techniques, fiber counting techniques, physical characteristics of asbestos and other minerals, identification of asbestos and materials and other constituents, methods for analyzing asbestos materials, releasability of asbestos fibers, and his opinion of the releasability of asbestos fibers from asbestos-containing products. He may also testify generally as to the characteristics of the various types of asbestos fibers. His testimony is based on his review of literature, his education and work experience, and his own research.

Dr. Compton may testify on his results from the release of asbestos-containing dust from the various products that he and MVA Scientific Consultants has tested by installation, removal or the normal use of those products. Dr. Compton has quantified the asbestos release generated from the aforementioned uses of these materials. Dr. Compton may testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, air samples in the personal breathing zone generated from the fiber release and fiber release and contamination on clothing and other personal contamination. He may compare his results of these dust studies by analysis using units of fibers per cubic centimeter as well as current and past techniques used to analyze asbestos content in dust. Dr. Compton may testify that the levels of asbestos dust measured during these tests exceeded background levels in many instances.

Dr. Compton may further testify as to the microscopic testing used to determine fiber release and/or the quantity of asbestos fibers emitted from the asbestos-containing products he has studied.

Dr. Compton may testify based on hypotheticals propounded by counsel for either the plaintiff or the defense. Such hypotheticals may include, but are not limited to, factual summaries related to specific exposures for which there is evidence in the case.

Dr. Compton has produced written reports and, in some cases, videotapes of each of the tests he has performed. Copies are available upon request.

Dr. David Fractor
Phillips, Fractor & Company, LLC
750 E. Walnut Street
Pasadena, CA 91101
626-744-3540

Dr. Fractor is an economist. He may testify regarding the economic impact of the plaintiff/decedent's asbestos-related disease and/or injuries of the plaintiff/decedent and/or his family members. He may calculate and testify regarding the past, present, and future economic damages incurred by the plaintiff/decedent and the family members of the plaintiff/decedent resulting from the plaintiff's/decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, he may testify about past and future lost wages, past and future loss of earning capacity, and past and future medical expenses, and any other economic damages that the plaintiff/decedent has suffered or will suffer in the future. He may also testify about the financial condition of the defendants in the case. His curriculum vitae will be provided upon specific request.

Karen Grossman Tabak, Ph.D., CPA
Maryville University, John E. Simon School of Business
12608 Royal Manor Drive
St. Louis, MO 63141

Dr. Grossman is an economist. She may testify regarding the economic impact of the decedent's asbestos-related disease and/or injuries of the decedent and/or his family members. She may calculate and testify regarding the past, present, and future economic damages incurred by the

decedent and the family members of the decedent resulting from the decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, she may testify about past and future lost wages, past and future loss of earning capacity, and past and future medical expenses, and any other economic damages that the decedent has suffered or will suffer in the future. Her curriculum vitae will be provided upon specific request.

Dr. Paul Torelli
2600 2nd Avenue, Suite 2204
Seattle, WA 98121

Dr. Torelli is an economist. Dr. Torelli will calculate the present value of any loss of wage, pension, benefits or other income to plaintiffs and/or the present value of any loss of pension, benefits or other income to plaintiff, as a result of the inability of Plaintiff to work due to his mesothelioma and/or premature death of plaintiff. He will base these calculations upon plaintiff's wages, loss and reduction in benefits, loss of expected benefits, and the additional burden of medical expenses. Dr. Torelli will calculate any other economic loss to the plaintiffs.

G. Richard Thompson, Ph.D.
John E. Walker Department of Economics
Clemson University
Clemson, SC 29634-1309

Dr. Thompson is an economist. He may testify regarding the economic impact of the plaintiff/decedent's asbestos-related disease and/or injuries of the plaintiff/decedent and/or his family members. He may calculate and testify regarding the past, present, and future economic damages incurred by the plaintiff/decedent and the family members of the plaintiff/decedent resulting from the plaintiff's/decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, he may testify about past and future lost wages, past and future loss of earning capacity, and past and future medical expenses, and any other economic damages that the plaintiff/decedent has suffered or will suffer in the future. His curriculum vitae will be provided upon specific request.

William G. Brandt, CPA, ABV, MBA, CFF
P.O. Box 10187^[1]_{SEP}
Bainbridge Island, WA 98110

Mr. Brandt is a forensic economist. He may testify regarding the economic impact of the decedent's asbestos-related disease and/or injuries of the decedent and/or his family members. He may calculate and testify regarding the past, present, and future economic damages incurred by the decedent and the family members of the decedent resulting from the decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, he may testify about past and future lost wages, past and future loss of earning capacity, and past and future medical expenses, and any other economic damages that the decedent has suffered or will suffer in the future. His curriculum vitae will be provided upon specific request.

Oliver G. Wood, Jr., Ph.D

**Economist in Residence, Charleston School of Law
121 Running Fox Rd.
Columbia, SC 29223-3020**

Dr. Wood is an economist. He may testify regarding the economic impact of the Plaintiff's asbestos-related disease and/or injuries of the plaintiff/decedent and/or his family members. He may calculate and testify regarding the past, present, and future economic damages incurred by the plaintiff/decedent and the family members of the plaintiff resulting from the plaintiff's/decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, he may testify about past and future lost wages, past and future loss of earning capacity, and past and future medical expenses, and any other economic damages that the plaintiff/decedent has suffered or will suffer in the future. His curriculum vitae will be provided upon specific request.

**Robert W. Johnson
Robert W. Johnson & Associates
4984 El Comino Real, Ste. 120
Los Altos, CA 94022**

Robert Johnson is an economist. He may testify regarding the economic impact of the plaintiff/decedent's asbestos-related disease and/or injuries of the plaintiff/decedent and/or his family members. He may calculate and testify regarding the past, present, and future economic damages incurred by the plaintiff/decedent and the family members of the plaintiff/decedent resulting from the plaintiff's/decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, he may testify about past and future lost wages, past and future loss of earning capacity, and past and future medical expenses, and any other economic damages that the plaintiff/decedent has suffered or will suffer in the future. His curriculum vitae will be provided upon specific request.

**James S. Webber, Ph.D. Adjunct Asst. Prof.
University of NY-Albany
School of Public Health 1400 Washington Ave.
Albany, NY 12222**

James S. Webber, PhD, MS, BS, Adjunct Asst. Prof., University of New York-Albany, School of Public Health, 1400 Washington Ave., Albany, NY 12222. Dr. Webber may agree to testify at the trial of this matter. If so, he will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial. Dr. Webber's fee for deposition testimony is \$400.00 per hour.

Dr. Webber is an environmental health scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients from a laboratory and public health perspective. Dr. Webber's expertise spans over 40 years and includes asbestos research, asbestos analysis, certification of laboratories for asbestos

testing and analysis, environmental chemistry, standards and regulation development, aerosol research, and trace metal analysis. Dr. Webber has expertise in the analysis of various substances, including asbestos and talc, through the use of various analytical methodologies and equipment including x-ray diffraction (XRD), polarized light microscopy (PLM), phase contrast microscopy (PCM) and transmission electron microscopy (TEM) with selected area electron diffraction (SAED) and Electron Dispersive Spectroscopy (EDS). He has conducted analysis for asbestos (measurement, identification, quantification) in thousands of samples of various products and materials in the public and private sector, and trained other technicians to do so as well. Dr. Webber received his Ph.D. from the School of Public Health at the State University A Paleolimnological Reconstruction of Airborne Asbestos Concentrations in the Fibrous-Talc Region of St. Lawrence County, New York, from 1872 to 1998. Dr. Webber developed the asbestos laboratory accreditation program for the New York State Department of Health, assisted in the development of criteria for EPA accreditation of asbestos laboratories, chaired the ASTM International Committee D22, Air Quality, and was a peer review group leader for the review of EPA and NIOSH publications.

Dr. Webber may testify regarding plaintiff's exposures to asbestos at different times and may testify concerning his assessment of the various risks which were associated with such exposures. He may also testify regarding the material and characteristics of defendants' asbestos-containing products, release of asbestos fibers from defendants' asbestos-containing products, industry and regulatory protocols, constituent analysis with respect to the nature of the materials and the identity of the manufacturer of the materials, product formulae and product identification. He may further testify regarding the availability of materials as substitutes for asbestos and asbestos-contaminated talc and when information concerning these substitute materials/sources appeared in the medical and scientific literature. Dr. Webber may also testify regarding the asbestos content of different products during different periods of time. Dr. Webber may further testify that defendants were aware, or should have been aware, of the hazards of asbestos by the time of Plaintiff's use of, and exposure to, their products, as a result of medical, scientific and industrial hygiene literature available to all Defendants.

Dr. Webber may also testify, based on his experience, training and education, as to the health risks associated with exposure to asbestos. He may testify regarding direct exposure, bystander exposure to asbestos and "fiber drift," household exposures, entrenchment and reaerosolization and specifically that these are hazards associated with asbestos and that they were significant contributing factors in the Plaintiff's asbestos exposure. He may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. Dr. Webber may testify regarding when it was known that direct, bystander and household exposures were known to cause disease. He may testify that the cumulative dose of asbestos that a person receives is what increases the risk of asbestos related diseases, including mesothelioma. He may testify that all exposures above background are substantial contributing factors to an individual's disease, and that all of Plaintiff's exposures above background contributed to the development of Plaintiff's diagnosis in this case. He may also testify that asbestos and asbestos products are toxic and unreasonably dangerous, and that they are more dangerous than would be contemplated by the ordinary user with ordinary skills and characteristics common to the community, particularly consumer hygiene and cosmetic products like talcum powder. He may also testify that there are no safe levels of exposure to

asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause the disease mesothelioma. He may testify further that all types of asbestos represent hazards and that in the science of industrial hygiene, all types of asbestos are understood to cause all asbestos diseases, including but not limited to, malignant mesothelioma. He may testify that for asbestos disease risk, the human body cannot distinguish and does not distinguish between “fibers” and what geologists and mineralogist term “cleavage fragments.”

Dr. Webber may testify regarding the general background levels of asbestos release, bystander and household levels of exposure of the fiber release, and fiber release and contamination on clothing and other personal contamination. He may also testify regarding results of dust studies by analysis of using both particles per cubic foot and fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. Dr. Webber may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos. Dr. Webber has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products and talcum powder products. He may testify that during foreseeable uses of defendants’ asbestos-containing products that those products released asbestos fibers into the breathing zone of users, including but not limited to, Plaintiff, in levels that are above background. These asbestos products include talc, talcum powder, and talc-containing products and materials. He may compare and contrast the findings with other scientific findings regarding encapsulated and friable products and materials. He may offer opinions concerning testing which has been performed on behalf of Plaintiff and Defendants or the lack of testing on defendants’ asbestos-containing products. Dr. Webber may testify that dust levels measured in testing one defendants’ asbestos product would be similar to the results from another defendant’s similar product with similar ingredients.

Dr. Webber may testify that asbestos exposure of the Plaintiff arising from defendants’ asbestos products or activities involving the use of those products were substantial contributing factors in Plaintiff’s overall asbestos exposure and were the result of defendant’s failure to exercise appropriate industrial hygiene controls for suppressing or reducing exposures to asbestos, including but not limited to truthfully informing regulatory agencies of testing results and methodologies, removing/replacing the contaminating source(s), and adequately warning Plaintiff of the dangers associated with asbestos and means to protect herself. He will testify that these failures by defendants were knowing and/or unreasonable in the time and place in which they occurred given the information that was available to defendants, medical and scientific literature, statutes, regulations and/or based on the defendant’s actual knowledge. Dr. Webber’s opinion may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, his own publications, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations. Dr. Webber may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases. Dr. Webber may testify about the research and testing of talc, talc-containing products, and talcum powder products, including but not limited to Johnson’s Baby Powder and Shower-to-Shower and other talcum powder products, including historic testing,

testing by government agencies, trade group testing, industry testing, and the testing of other experts in the field. He may further testify regarding the published work relating to talc, talc-containing products, and talcum powder products, including on Johnson's Baby Powder and Shower-to-Shower. He may testify that this testing has repeatedly shown that talcum powder products including Johnson's Baby Powder and Shower-to-Shower, and the source mines, contain asbestos, and have historically contained asbestos, including tremolite, anthophyllite, chrysotile, and others. He may further testify that the various talc mines where talc was sourced for talcum powder products, including Johnson's Baby Powder and Shower-to-Shower, contained asbestos fibers that can and did end up in the finished products. He may testify regarding historical literature about the presence of asbestos in talc, and reports specifically relating to the presence of asbestos in Johnson's Baby Powder and Shower-to-Shower and other talcum powder products. He may further testify regarding tests that show that asbestos is released into the air from use of talcum powder products, including but not limited Johnson's Baby Powder and Shower-to-Shower products, in amounts that are significantly above background levels. He may testify, based on his review of the case specific materials in this case, as well as all of the materials he has reviewed and personal tests he has done, that the Plaintiff was exposed to levels of asbestos from use of talcum powder products that were significantly above background levels. Dr. Webber may also testify about the historical knowledge regarding contamination of talc with asbestos, the evolution of methodologies for the sampling, identification, and quantification of asbestos in talc, and industry involvement (including in trade advocacy groups) in order to prevent regulation of talc for asbestos content, withhold information from the public, manipulate scientific data, and advocate for use of testing methodologies and equipment which would allow for a certain percentage of asbestos to be present in consumer hygiene and cosmetic products.

For additional information, plaintiffs refer defense counsel to the report, declaration and/or deposition testimony James S. Webber offered or will offer in this case, as well as their testimony on these issues in other pending or prior cases.

Corporate Witnesses and Other Witnesses: The following witnesses may offer expert as well as factual testimony.

Robert Marecek (Librarian & Custodian of Records for the N.S.C.)
National Safety Council Office
1121 Spring Lake Drive
Itasca, IL 60143-3201
630-285-1121

Mr. Marecek will testify live or by deposition regarding the storage retention, authenticity and business records and/or ancient nature of National Safety Council (NSC) documents as well as different companies who were members of the National Safety Council. He may also testify regarding the distribution of NSC documents to members of the NSC. Copies of Mr. Marecek's prior deposition testimony in Plaintiff's possession will be made available for inspection upon request. Please see, for example, his deposition in Anderson v. Amoco, et al, cause number 00-10-06613, February 7th, 2003, In the 9th Judicial District, Montgomery County, Texas.

Sally J. Wilke (Custodian of IHF documents)
Industrial Hygiene Foundation
34 Penn Circle West
Pittsburgh, PA 15206

Ms. Wilke will testify live or by deposition regarding the storage, retention, authenticity and business records and/or ancient nature of Industrial Hygiene Foundation (FKA Air Hygiene Foundation, NKA Industrial Health Foundation, collectively referred to here as IHF) documents as well as different companies who were members of the IHF. She may also testify regarding the distribution of IHF documents to members of the IHF. Copies of Ms. Wilke's prior deposition testimony in Plaintiff's possession will be made available for inspection upon request. Please see her depo in King v. Allied Signal, et al, cause number 2424C-03, January 8th, 2000, in the Circuit Court for the City of Newport News, Virginia.

The following are **American Standard Inc.** persons with knowledge of relevant facts, who may be called to testify by prior deposition at trial, some of whom will offer expert testimony. Many of the witnesses are unavailable for trial, but the most recent contact information would be within the care, custody or control of American Standard. They may be contacted by and through the attorney of record who represented them at the deposition:

- Cause No. 764451-5 & 752292-1; *Annie Ziemer, et al. v. Owens-Corning, et al.*; In the Superior Court of the State of California in and for the County of Alameda. Deposition of Deborah Bedard, September 11, 1996.
- Multiple Cause Nos.; In the Circuit Court, 3rd Judicial Circuit, Madison County, Illinois; Deposition of Carlos Diaz, July 14, 2003.
- Cause No. BC 332841; *Jim Henry, et al. vs. Alfa Laval, Inc., et al.*; Superior Court of the State of California County of Los Angeles; Deposition of Carlos Diaz, November 14, 2005.
- Cause No. 2005-11196; *Paul Sykes and Bonnie Sykes vs. American Standard, Inc. et al.*; In the District Court, Harris County, Texas, 11th Judicial District. Deposition of Dennis Dorman, December 21, 2005.
- Cause No. 403450; *Barbra Kuhl vs. A.P. Green Industries*; Superior Court of San Francisco; Deposition of Marilyn A. Gargano, June 2, 2003.
- Cause No. 938709; *Florence Wienhols, et al. vs. Abco Corporation, et al.*; Superior Court of the State of California in and for the County of San Francisco; Deposition of George Kasparian, March 1, 1995.
- Cause No. 938709; *Florence Wienhols, et al. vs. Abco Corporation, et al.*; Superior Court of the State of California in and for the County of San Francisco; Deposition of George Kasparian, March 2, 1995.

- Multiple Cause Nos.; Superior Court of New Jersey Law Division, Middlesex County; Deposition of George Kasparian, July 9, 1996.
- Multiple Cause Nos.; Superior Court of New Jersey Law Division, Middlesex County; Deposition of George Kasparian, July 10, 1996.
- Cause No. L-2159-90; *Edward & Helen Coffey vs. American Standard, et al.*; Superior Court of New Jersey Law Division, Middlesex County; Deposition of David Hurley, February 5, 1992.
- Cause Nos. 764451-5 *Annie Ziemer, et al. v. Owens Corning, et al.* & Cause No. 752292-1 *Annette Douglas Boynton vs. American Standard, et al.*; In the Superior Court of the State of California in and for the County of Alameda; Deposition of Colleen A. Koester, May 6, 1997.
- Cause No. CV33246-A; *Robert & Loy Wheeler vs. AC and S, Inc. et al.*; In the District Court of Hopkins County, Texas, 62nd Judicial; Deposition of Mary Jane Mahoney, September 7, 2001.
- Cause No. 991114; *Danny Harris, et al. vs. Asbestos Defendants (BHC)*; In the Superior Court of the State of California in and for the County of San Francisco; Deposition of Mary Jane Mahoney, May 27, 1999.
- Cause No. CC-99-08033-13; *Malcolm Murphy, et al. vs. Owens Corning, et al.*; In the County Court at Law #2, Dallas County, Texas; Deposition of Mary Jane Mahoney, May 16, 2001.
- Multiple Cause Nos.; In the Circuit Court 3rd Judicial Circuit, Madison County, Illinois; Deposition of Mary Jane Mahoney, August 27, 2003.
- Multiple Cause Nos.; In the District Court of Orange County, Texas, 128th Judicial District; Deposition of Jane Mahoney, September 13, 1994.
- Cause No. 01-CI- 01344; *James Rehm, et al. vs. Navistar International Corporation, et al.*; Commonwealth of Kentucky, Jefferson Circuit Court, Division Ten; Deposition of Janace McMonigal, July 31, 2001.
- Cause No. 084-004436; All Wise & Julian Asbestos Litigation Pending in Madison County, *Illinois vs. American Standard, Inc., et al.*; In the Circuit Court of the 3rd Judicial Circuit, Madison County, Illinois; Deposition of Conrad Arnold, April 9, 2003.
- Cause No. W-026197-87; *Frank Leogrande vs. Renee Corporation, et al.* & Cause No. L-042890-86; *James Loretto vs. Passaic Metal, et al.*; Superior Court of New Jersey Law Division, Middlesex County; Deposition of Vincent Olafsen, April 27, 1989.
- Deposition of John B. Uhl, October 31, 2001.

- Deposition of Janace McMonigal, August 21, 2003.
- Multiple Cause Nos.; In the Circuit Court of the 3rd Judicial Circuit, Madison County, Illinois; Deposition of Alan Greenhagen, June 24, 2003.
- Cause No. BC-332-170; *Michael & Marianne Robertson vs. Alfa Laval, Inc., et al.*; Superior Court of the State of California for the County of Los Angeles; Deposition of Dennis Dorman, May 8, 2006.
- Cause No. BC-332-560; *Tamara Kapraun, et al. vs. Crane Co., Inc. et al.*; Superior Court of the State of California County of Los Angeles; Deposition of Carlos Diaz, September 18, 2006.
- Case No. 06-1599; *Hebert, et al. v. Alfa Laval, Inc., et al.*; In Middlesex Superior Court, Cambridge, Massachusetts. Deposition of Dennis Dorman, October 18, 2007.
- Case No. 06-4644; *Wands, et al. v. Trane U.S. Inc., et al.*; Middlesex Superior Court, Cambridge, Massachusetts. Deposition of Dennis Dorman, September 3, 2009.
- Case No. 06-4644; *Wands, et al. v. Trane U.S. Inc., et al.*; Middlesex Superior Court, Cambridge, Massachusetts. Deposition of Carlos Diaz, October 19, 2009.

David Onuscheck
Brian Rusch
c/o ABB, Inc.

The above witnesses will testify live or by video deposition regarding their experience with ABB, Inc. (and any predecessor or successor), ABB Inc.'s (and any predecessor or successor) knowledge and conduct, and ABB, Inc.'s (and any predecessor or successor) products.

Bradley Plank
c/o A.O. Smith Corporation

The above witnesses will testify live or by video deposition regarding their experience with A.O. Smith Corporation (and any predecessor or successor), A.O. Smith Corporation's (and any predecessor or successor) knowledge and conduct, and A.O. Smith Corporation's (and any predecessor or successor) products.

Thomas Grubka
c/o Armstrong Industries, Inc.

Mr. Grubka, corporate representative and person most knowledgeable of Armstrong Industries, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Armstrong Industries, Inc. (and any predecessor or successors), Armstrong

Industries, Inc.'s (and any predecessor or successors) knowledge and conduct, and Armstrong Industries, Inc.'s (and any predecessor or successors) products.

Jimmy L. Franklin
c/o Aurora Pump Company

Mr. Franklin will testify regarding his experience with Aurora Pump Company and Aurora Pump Company equipment and/or products. Please see his deposition taken May 2005 in *All May 2005 In Extremis Cases against Aurora Pump, et al*, in the Supreme Court of New York County, New York; and January 16, 2006 in *Paul Palmer, et al vs. Georgia-Pacific Corporation, et al*, No. 61900, Div. D, in the 18th Judicial District Court, Iberville County, Louisiana. Plaintiffs refer to and may use at trial other subsequent depositions of Mr. Franklin and/or other representatives of Aurora Pump Company.

Louis Merz
c/o Borg Warner Corporation

Mr. Merz, corporate representative of Borg Warner Corporation, will testify live or by deposition regarding various matters related to Borg Warner's knowledge of the hazards of asbestos, Borg Warner's actions in response to the hazards of asbestos, the asbestos content and other aspects of various Borg Warner friction products, the corporate history and financial condition of Borg Warner and any other matters relevant to this litigation.

Robert Hornick
c/o Borg Warner Corporation

Mr. Hornick, corporate representative of Borg Warner Corporation, will testify live or by deposition regarding various matters related to Borg Warner's knowledge of the hazards of asbestos, Borg Warner's actions in response to the hazards of asbestos, the asbestos content and other aspects of various Borg Warner friction products, the corporate history and financial condition of Borg Warner and any other matters relevant to this litigation.

Richard Anderson
c/o Borg Warner Corporation (Borg-Warner Morse Tec)

Mr. Anderson, corporate representative of Borg Warner Corporation, will testify live or by deposition regarding various matters related to Borg Warner's knowledge of the hazards of asbestos, Borg Warner's actions in response to the hazards of asbestos, the asbestos content and other aspects of various Borg Warner friction products, the corporate history and financial condition of Borg Warner and any other matters relevant to this litigation.

Martin Kraft
C/O: Buffalo Pumps Inc.

Mr. Kraft, corporate representative and person most knowledgeable of Buffalo Pumps (and any predecessor or successors) will testify live or by video deposition regarding his experience with

Buffalo Pumps (and any predecessor or successors), Buffalo Pumps (and any predecessor or successors) knowledge and conduct, and Buffalo Pumps (and any predecessor or successors) products.

Martin Gregory Leslie
C/O Buffalo Pumps Inc.

Mr. Leslie, corporate representative and person most knowledgeable of Buffalo Pumps (and any predecessor or successors) will testify live or by video deposition regarding his experience with Buffalo Pumps (and any predecessor or successors), Buffalo Pumps (and any predecessor or successors) knowledge and conduct, and Buffalo Pumps (and any predecessor or successors) products.

Roderick G. Stohl
c/o Burnham Corporation

Mr. Stohl is a person with knowledge of relevant facts, who may appear by prior written deposition at any all trials against Burnham Corporation.

Frank J. Costanzo
C/O: BW/IP International, Inc. and Flowserve U.S., Inc.

Mr. Costanzo, corporate representative and person most knowledgeable of BW/IP International, Inc. and Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company) will testify live or by video deposition regarding his experience with BW/IP International Inc., Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company), BW/IP International Inc., Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company's) knowledge and conduct, and BW/IP International Inc., Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company's) products.

Dwayne Meyer
c/o Carboline Company

The above witnesses will testify live or by video deposition regarding his experience with Carboline Company (and any predecessor or successor), Carboline Company's (and any predecessor or successor) knowledge and conduct, and Carboline Company's (and any predecessor or successor) products.

Douglas Ware
c/o CBS Corporation

Mr. Ware, corporate representative and/or person most knowledgeable of CBS Corp. (and any predecessor or successors) will testify live or by video deposition regarding his experience with CBS Corp. (and any predecessor or successors), CBS Corp. (and any predecessor or successors) knowledge and conduct, and CBS Corp. (and any predecessor or successors) products.

Brian Rusch
c/o ABB, Inc.

The above witnesses will testify live or by video deposition regarding their experience with ABB, Inc. (and any predecessor or successor), ABB Inc.'s (and any predecessor or successor) knowledge and conduct, and ABB, Inc.'s (and any predecessor or successor) products.

Mark Post
c/o Carver Pump Company

The above witness will testify live or by video deposition regarding his experience with Carver Pumps Company (and any predecessor or successor), Carver Pump Company's (and any predecessor or successor) knowledge and conduct, and Carver Pumps Company's (and any predecessor or successor) products.

Arthur Long
c/o Circor Instrumentation Technologies, Inc.

The above witness will testify live or by video deposition regarding his experience with Circor Instrumentation Technologies, Inc. (and any predecessor or successor), Circor Instrumentation Technologies, Inc. (and any predecessor or successor) knowledge and conduct, and Circor Instrumentation Technologies Inc.'s (and any predecessor or successor) products.

James Covil
Palmer Covil
Joe Edwards
Charles Finger
Robert Glenn
Jack Waugh
c/o Covil Corporation

The above witnesses will testify live or by video deposition regarding their experience with Covil Corporation (and any predecessor or successor), Covil Corporation's (and any predecessor or successor) knowledge and conduct, and Covil Corporation's (and any predecessor or successor) products.

Anthony Pantaleoni
c/o Crane Co.

Mr. Pantaleoni, corporate representative of Crane Co., will testify live or by video deposition regarding his experience with Crane Co., Crane Co. knowledge and conduct, and Crane Co. products.

Robert J. Martin

C/O Crosby Valve, Inc.

Mr. Martin, corporate representative and person most knowledgeable of Crosby Valve, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Crosby Valve, Inc. (and any predecessor or successors), Crosby Valve, Inc.'s (and any predecessor or successors) knowledge and conduct, and Crosby Valve, Inc.'s (and any predecessor or successors) products.

Gerald Beaumont
Theodarit Don Buck
Jacob Cantrell
Bob Ellis
c/o Daniel International

The above witnesses will testify live or by video deposition regarding their experience with Daniel International (and any predecessor or successor), Daniel International's (and any predecessor or successor) knowledge and conduct, and Daniel International's (and any predecessor or successor) products.

Ronald Duimstra
c/o Fisher Controls International, LLC

The above witness will testify live or by video deposition regarding his experience with Fisher Controls International, LLC (and any predecessor or successor), Fisher Controls International, LLC's (and any predecessor or successor) knowledge and conduct, and Fisher Control International, LLC's (and any predecessor or successor) products.

Thomas Spence
C/O: Flowserve, individually and as successor to Duriron Co. and Durco International, Inc.

Mr. Spence, person most knowledgeable of Flowserve (and any predecessor or successors) will testify live or by video deposition regarding his experience with Flowserve (and any predecessor or successors), Flowserve's (and any predecessor or successors) knowledge and conduct, and Flowserve's (and any predecessor or successors) products.

Richard Johnson
c/o Foster Wheeler Energy Corporation

Mr. Johnson, corporate representative and person most knowledgeable of Foster Wheeler Energy Corporation (and any predecessor or successors) will testify live or by trial testimony and/or video deposition regarding his experience with Foster Wheeler Energy Corporation (and any predecessor or successors), Foster Wheeler Energy Corporation's (and any predecessor or successors) knowledge and conduct, and Foster Wheeler Energy Corporation's (and any predecessor or successors) products.

C/O: Gardner Denver, Inc.

Mr. Finnamore, corporate representative and person most knowledgeable of Gardner Denver, Inc. (and any predecessor or successors) will testify live or by trial testimony and/or video deposition regarding his experience with Gardner Denver, Inc. (and any predecessor or successors), Gardner Denver, Inc.'s (and any predecessor or successors) knowledge and conduct, and Gardner Denver, Inc.'s (and any predecessor or successors) products.

David Nash, Jr.

C/O: Gardner Denver Nash, LLC f/k/a The Nash Engineering Company

Mr. Nash, corporate representative and person most knowledgeable of Gardner Denver Nash, LLC f/k/a The Nash Engineering Company (and any predecessor or successors) will testify live or by trial testimony and/or deposition regarding his experience with Gardner Denver Nash, LLC f/k/a The Nash Engineering Company (and any predecessor or successors), Gardner Denver Nash, LLC f/k/a The Nash Engineering Company's (and any predecessor or successors) knowledge and conduct, and Gardner Denver Nash, LLC f/k/a The Nash Engineering Company's (and any predecessor or successors) products.

Marjorie A. Drucker

c/o General Electric Company

Ms. Drucker, corporate representative and person most knowledgeable of General Electric Company will testify live or by video deposition regarding her experience with General Electric Company, General Electric Company's knowledge and conduct, and General Electric Company's products. Please see her deposition in *Gary W. Lenz, et al v. Allis Chalmers Corporation Product Liability Trust, et al*, Case No. 2007-CP-40-5106, dated April 1, 2008, in the State of South Carolina Court of Common Pleas.

The following are **General Electric Company** persons with knowledge of relevant facts, who will appear by prior written deposition at any all trials against General Electric Company, some of whom will offer expert testimony and some of whom will offer factual testimony. Most of the transcripts were provided by General Electric Company counsel of record as witness statements, party opponent admissions or admissions against interest. Many of the witnesses are unavailable for trial, but the most recent contact information would be within the care, custody or control of General Electric Company. They may be contacted by and through the attorney of record who represented them at the deposition:

- Paul Banaszewski, depositions taken July 22, 2003 in *Cotton, et al v. A.P. Green Refractories Company, et al*, No. B-150, 374-AK, In the 60th District Court, Jefferson County, Texas; July 24, 2008 in *McBride, et al v. A.W. Chesterton Company, et al*, No. 07-002192, in the 14th Judicial Circuit Court, Bay County, Florida; December 11, 2003 in *Branon, et al v. Owens-Corning Fiberglas Corp., et al*, No. 98-CI-00637, Division Two, McCracken Circuit Court, Commonwealth of Kentucky; June 23, 2004 in *Brown, et al v. ACandS, Inc., et al*, No. CJ-2001-10009-63, in the District Court of Oklahoma County, Oklahoma; January 9, 2004 (Vol. I) and February 11, 2004 (Vol. II) in *Ross, et al v. A.W. Chesterton, et al*, No. CTC 03-421637, Superior Court, San Francisco County, California;

February 24, 2006 (Vol. I) and March 1, 2006 (Vol. II) in *French, et al v. Saberhagen Holdings, Inc., et al.*, No. 05-2-09268-8 SEA, Superior Court, King County, Washington; June 3, 2005 in *Zygielbaum, et al v. Asbestos Corporation Limited, et al*, No. RG04152563, In the Superior Court, Alameda County, California; April 13, 2006 in *Samuel Stacey v. American Standard, Inc., et al*, No. LT-00835, in the Circuit Court, Richmond County, Virginia; and May 20, 2009 in *Gaia v. Allis Chalmers, et al*, No. 373142, Los Angeles Superior Court, in *Lynda Berry v. ANCO Insulations, Inc., et al.*, Case No. 15-24441, Fourth Judicial District, Ouachita Parish, Louisiana, on February 24, 2016.

- Joseph A. Falcon, deposition taken May 29, 1998 in *Shirley Hodge, et al v. Pittsburgh Corning Corporation, et al*, No. 94-08602, in the 98th Judicial District, Travis County, Texas.
- Andrew Forti, deposition taken October 9, 1991 in *Clarence Berkhimer, et al v. A-Best Products Company, et al*, No. 1991 of 1866, in the Court of Common Pleas, Cambria County, Pennsylvania.
- Frank Sam Frangione, deposition taken December 10, 2003.
- Robert Galvin, deposition taken February 6, 2003 in *Nolan, et al v. John Crane, et al*, No. 01-L-117, in the Fifth Judicial Circuit Court, Vermilion County, Illinois.
- David Hobson, deposition taken November 11, 2001.
- David Hobson, deposition taken April 12, 2005 in *Gudmundson, et al v. John Crane, Inc., et al*, No. 03-L-538, in the Third Judicial Circuit, Madison County, Illinois.
- David Hobson, deposition taken May 20, 2004 (Part I) and July 21, 2004 (Part II) in *In Re: New York City Asbestos Litigation*, in the Supreme Court, New York County, New York.
- David Hobson, deposition taken October 28, 1992.
- David Hobson, deposition taken December 17, 2001 in *Adams, et al v. AC&S, et al*, No. BA3-01-0380418S, in the Judicial District of Fairfield at Bridgeport.
- David Hobson, deposition taken March 25, 2002 in *Totman, et al v. ACandS, Inc., et al*, No. 00-5296, in the Superior Court, Providence, Rhode Island.
- David Hobson, trial testimony taken June 2, 2005 in *Jane Gudmundson, et al v. General Electric, et al*, No. 03-L-538, in the Third Judicial District, Madison County, Illinois.
- David Hobson, deposition taken April 27, 1999 in *Rudolph, et al v. Georgia Pacific Corporation, et al*, No. E-62295, in the Superior Court, Fulton County, Georgia.
- David Hobson, deposition taken June 30, 2005 in *Jean Grove, et al v. Dresser Industries, Inc., et al*, No. D030286-C, in the District Court, Orange County, Texas.

- Kurt Krueker, deposition taken February 6, 2003.
- Walter Martiny, deposition taken February 13, 2007.
- Walter Martiny, deposition taken March 18, 2004 in *In Re: Asbestos Personal Injury Litigation Mass Litigation Panel*, No. 03-C-9600, in the Circuit Court, Kanawha County, West Virginia.
- Bruce Mitchell, deposition taken October 9, 2003 in *In re: Asbestos Litigation*, No. C0048AB200000002, in the Court of Common Pleas, Northampton County, Pennsylvania.
- Michael Schwartz, trial testimony taken June 23, 2005.
- Mark Strife, deposition taken August 29, 2002.
- Ron Query, deposition taken May 25, 2005 in *Zygielbaum v. Asbestos Corporation Ltd.*, Superior Court of California, Alameda County.
- Paul Banaszewski, deposition taken June 3, 2005 in *Zygielbaum v. Asbestos Corporation Ltd.*, Superior Court of California, Alameda County.
- Paul Banaszewski, deposition taken March 1, 2006 in *Dale v. Saberhagen Holdings, et al.*, Superior Court of Washington, King County.
- David Skinner, deposition taken November 17, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey. Deposition taken December 8, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey.
- Tom Tarka, deposition taken December 10, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey.
- Roland Doktor, Deposition taken November 20, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey.

E. Barry Bradshaw
c/o Goulds Pumps Inc.

Mr. Bradshaw, corporate representative and person most knowledgeable of Goulds Pumps (IPG) Inc, Goulds Pumps (NY), Inc. and Goulds Pumps, Inc. (Goulds) will testify live or by video deposition regarding his experience with Goulds, Goulds knowledge and conduct, and Goulds products.

Bruce H. Conner
c/o Goulds Pumps Inc.

Mr. Conner, corporate representative and person most knowledgeable of Goulds Pumps, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Goulds Pumps, Inc. (and any predecessor or successors), Goulds Pumps, Inc.'s (and any predecessor or successors) knowledge and conduct, and Goulds Pumps, Inc.'s (and any predecessor or successors) products.

Richard Salzmann
c/o IMO Industries, Inc

Mr. Salzmann, corporate representative and person most knowledgeable of IMO Industries, Inc, (FKA De Laval Steam Turbine Company) will testify live or by video deposition regarding his experience with IMO (De Laval), IMO (De Laval) knowledge and conduct, and IMO and De Laval. products.

Gerald Swimmer
c/o Ingersoll-Rand Company

Mr. Swimmer, corporate representative and person most knowledgeable of Ingersoll-Rand Company (and any predecessor or successors) will testify live or by video deposition regarding his experience with Ingersoll-Rand Company (and any predecessor or successors), Ingersoll-Rand Company's (and any predecessor or successors) knowledge and conduct, and Ingersoll-Rand Company's (and any predecessor or successors) products.

Patrick Moyer
c/o ITT Industries, Inc. (sued individually and as successor-in-interest to Bell & Gossett)

Mr. Moyer, corporate representative and person most knowledgeable of ITT Industries, Inc. (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors) will testify live or by video deposition regarding his experience with ITT Industries, Inc. (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors), ITT Industries, Inc.'s (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors) knowledge and conduct, and ITT Industries, Inc.'s (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors) products.

George Reulet
c/o Marley Cooling Towers (SPX)

Mr. Reulet, corporate representative of SPX Cooling Technologies, Inc. will testify live or by video deposition regarding his experience with SPX, SPX's knowledge and conduct, and SPX products.

J. Michael Smith
c/o Riley Power, Inc.
f/k/a Riley Stoker Corporation and D.B. Riley, Inc.

Mr. Smith, corporate representative and person most knowledgeable of Riley Power, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Riley Power, Inc. (and any predecessor or successors), Riley Power, Inc.'s (and any predecessor or successors) knowledge and conduct, and Riley Power, Inc.'s (and any predecessor or successors) products.

Peter J. Novak
C/O: Viad Corporation f/k/a The Dial Corporation (sued individually and as successor-in-interest to Griscom-Russell Company)

Mr. Novak, corporate representative and person most knowledgeable of Viad Corporation (and any predecessor or successors), will testify live or by video deposition regarding his experience with Viad Corporation (and any predecessor or successors), Viad Corporation's (and any predecessor or successors) knowledge and conduct, and Viad Corporation's (and any predecessor or successors) products and/or equipment.

Henry Rentschler
C/O: Viad Corporation f/k/a The Dial Corporation (sued individually and as successor-in-interest to Griscom-Russell Company)

Mr. Rentschler, corporate representative and person most knowledgeable of Viad Corporation (and any predecessor or successors), will testify live or by video deposition regarding his experience with Viad Corporation (and any predecessor or successors), Viad Corporation's (and any predecessor or successors) knowledge and conduct, and Viad Corporation's (and any predecessor or successors) products and/or equipment.

John Petersen
c/o Viking Pump, Inc.

Mr. Petersen, corporate representative and person most knowledgeable of Viking Pump, Inc. (and any predecessor or successors), will testify live or by video deposition regarding his experience with Viking Pump, Inc. (and any predecessor or successors), Viking Pump, Inc.'s (and any predecessor or successors) knowledge and conduct, and Viking Pump, Inc.'s (and any predecessor or successors) products.

Samuel N. Shields
C/O: Weir Valves & Controls

Mr. Shields, corporate representative and person most knowledgeable of Weir Valves & Controls (and any predecessor or successors) will testify live or by video deposition regarding his

experience with Weir Valves & Controls (and any predecessor or successors), Weir Valves & Controls' (and any predecessor or successors) knowledge and conduct, and Weir Valves & Controls' (and any predecessor or successors) products.

Plaintiff also identifies the corporate representatives, persons most knowledgeable, custodians of records and managers of all defendants, including those not identified above such as the representatives of Aecom Energy & Construction, Inc., Anchor Darling Valve Company, Bahnson, inc., Carrier, Eaton Corporation, Gorman-Rupp, Great Barrier Insulation, Co., Grinnell, Henry Pratt Company, Howden North America, Inc., I&M Industrial, Occidental Chemical Corporation, Schneider Electric USA, Inc., The Sherwin Williams Company, Southern Insulation, Spirax Sarco, Starr Davis, Sterling Fluid, Trane, United Conveyor, Uniroyal, United States Fidelity and Guaranty Company, Unitherm, Velan Valve, York International, Yuba Heat, Zurich, and Zurn Industries. All witnesses listed by all Defendants.

All witnesses listed in Plaintiff's Answers to Interrogatories and any and all supplements and/or amendments thereto.

All witnesses deposed in this case.

All witnesses listed in any deposition taken in this case.

Any physician who has examined and/or treated Plaintiff.

Any and all records custodians, live or by deposition upon written questions.

Any witness necessary for rebuttal.

INTERROGATORY NO. 3:

If Plaintiff contends that there is prior testimony that relates to the claim for punitive or exemplary damages, please state the following:

- (a) Date and place of the prior testimony and identity of cause in which it was taken;
- (b) Identify the person making the prior testimony;
- (c) Describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) Identify the custodian of the prior testimony; and
- (e) Identify the person who obtained the prior testimony.

ANSWER:

Plaintiff objects that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, please see Plaintiff's response to Interrogatory No. 2 above for responsive information. Further evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. Plaintiff will provide counsel with page and line designations for all depositions Plaintiff plans to read or play at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the

Coordinated Asbestos Litigation Docket. Plaintiff further reserves the right to supplement or amend this answer should responsive information come to light.

INTERROGATORY NO. 4:

Identify all documents of which Plaintiff has knowledge, including but not limited to medical articles, medical journals, case reports, textbooks, abstracts, or synopses, which Plaintiff, believe relate to their position on the “state-of-the-art” defense.

ANSWER:

Plaintiffs object to this interrogatory as overly broad, vague, ambiguous and unduly burdensome. Moreover, Plaintiffs believe that the information requested by this interrogatory is equally, if not more so, available to Defendants. Subject thereto, Plaintiff Ronnie Jonas reserves the right to supplement this response if necessary.

INTERROGATORY NO. 5:

Identify all persons whom Plaintiff expects to call as witnesses at trial, including a summary of the testimony that each witness is expected to give.

ANSWER:

Plaintiff objects that this interrogatory requires the Plaintiff to marshal the entirety of his evidence and such is not required pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff also states that he is not aware of every potential witness and as such cannot speculate. Subject to and without waiving these objections, please see Plaintiff’s Answer to Standard Interrogatory No. 2 above, and any Supplemental Answers to this interrogatory. Additionally, Plaintiff responds as follows:

Ronnie James Jonas (Plaintiff)

Plaintiff will testify live or by deposition as to the changes that occurred in his physical and mental health (including but not limited to his heightened fear of the progression of his asbestos-related cancer), as well as the changes that occurred in his lifestyle and employment as a result of his exposure to asbestos and his subsequent development of his asbestos-related disease, pleural mesothelioma. Plaintiff will also testify as to his exposure to asbestos-containing products manufactured by Defendants herein on various premises, which for some Defendants herein are responsible, during his working career, as well as general working conditions. Plaintiff will testify as to the damages, both general and specific (including, but not limited to lost wages, medical expenses, physical pain and suffering and mental anguish) that he sustained or incurred in the past and expected to sustain or incur in the future due to his asbestos-related mesothelioma. Plaintiff may also testify as to any other matter or condition relevant to this cause of action. Plaintiff reserves the right to amend this response if necessary.

Shae King (daughter)

Shaw King, daughter of Plaintiff Ronnie Jonas, will testify, live or by deposition as to the changes that occurred to her father’s physical and mental health (including, but not limited to her father’s

heightened fear of the progression of his asbestos-related mesothelioma), as well as the changes that occurred in his lifestyle and relationship with his daughter as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. She may testify about the physical pain and suffering, and mental anguish, that she has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. She may also testify as to any other matter relevant to this cause of action.

Jennifer Farris (daughter)

Jennifer Farris, daughter of Plaintiff Ronnie Jonas, will testify, live or by deposition as to the changes that occurred to her father's physical and mental health (including, but not limited to her father's heightened fear of the progression of his asbestos-related mesothelioma), as well as the changes that occurred in his lifestyle and relationship with his daughter as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. She may testify about the physical pain and suffering, and mental anguish, that she has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. She may also testify as to any other matter relevant to this cause of action.

Christian "Christy" Pederson (step-daughter)

Shaw King, step-daughter of Plaintiff Ronnie Jonas, will testify, live or by deposition as to the changes that occurred to her father's physical and mental health (including, but not limited to her father's heightened fear of the progression of his asbestos-related mesothelioma), as well as the changes that occurred in his lifestyle and relationship with his daughter as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. She may testify about the physical pain and suffering, and mental anguish, that she has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. She may also testify as to any other matter relevant to this cause of action.

Dr. Carmine Dalto, Pulmonologist
1900 Randolph Rd., #900
Charlotte, NC 28207
(704) 377-2424

Dr. William Larson, Primary Care Physician
Northwest Family Physicians
7920 Moores Chapel Rd.
Charlotte, NC 28214
(704) 926-7800

Dr. Stephen Proctor, Pulmonologist
421 Statesville Blvd.
Salisbury, NC 28144
(704) 636-8895

Dr. James G. McGrath, Oncologist

2610 Aberdeen Blvd.

Gastonia, NC 28054

(704) 865-5210

Dr. David A. Schwartz, Pulmonologist

Formerly at Duke University

12605 E. 16th Ave.

Aurora, CO 80045

(720) 848-0000

Dr. Courtney Crim, Pulmonologist, B-reader

101 Manning Dr.

Chapel Hill, NC 27599

(919) 966-4996

Dr. David Harpole, Jr., Thoracic Surgeon

Duke University Medical Center

10 Duke Medicine Circle

Durham, NC 27710

(919) 626-3854

These doctors may testify, live or by deposition, concerning their examination and treatment of Plaintiff and their diagnosis of asbestos-related disease in this case. They may testify concerning asbestos, the effects of asbestos on the body and any other topics related thereto. They may also testify as to their review of recent medical information pertaining to Plaintiff and the progression of Plaintiff's disease that occurred since his last examination. Additionally, they may testify that Plaintiff's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. They may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. They may also testify concerning the role of Plaintiff's asbestos-related disease in causing and/or precipitating Plaintiff's illnesses and/or resulting death. They may testify that Plaintiff required and/or requires medical monitoring and treatment and/or hospitalizations as a result of his exposure to asbestos. They may also testify regarding the effects of asbestos-related disease on the body and more specifically, the pain and suffering of the Plaintiff, including his mental state. They may testify concerning the reasonable and necessary medical expenses the Plaintiff has incurred as a result of his asbestos-related disease. A copy of these doctors' records, currently in Plaintiff's possession were provided with Plaintiffs' response to Master Discovery and may also be obtained by Defendants with the medical records authorization provided.

Any coworkers that worked with Mr. Jonas and any coworkers identified in Mr. Jonas's deposition, to be taken in this case, if he is able.

As discovery is in its inception, Plaintiffs expressly reserves the right to supplement this answer.

INTERROGATORY NO. 6:

Identify all documents which Plaintiff expects to offer as evidence at trial.

ANSWER:

Plaintiff objects to this interrogatory as unduly burdensome and premature. Subject to and without waiving this objection, Plaintiff states that no decisions have been made about which documents to offer as evidence at trial.

INTERROGATORY NO. 7:

Identify all persons whom Plaintiff expect to call as expert witnesses at trial, and as to each such person, provide a summary of the testimony each witness is expected to give.

ANSWER:

Plaintiff states that he has not yet made determinations about which experts he intends to call at trial. Plaintiffs hereby incorporate their objections and response, including any supplemental responses, to Interrogatory No. 2 above as if fully set forth herein.

INTERROGATORY NO. 8:

Identify all persons whom Plaintiff have retained or employed in anticipation of litigation or for trial preparation purpose whom the Plaintiff do not expect to call as expert witnesses at trial.

ANSWER:

Plaintiff objects to this Request to the extent that it calls for documents provided by purely consulting experts who will not testify, and on whose opinions a testifying expert will not rely and is, thus, protected by the consulting expert privilege. Subject to and without waiving this objection, Plaintiff has no knowledge of information responsive to this request. Plaintiff agrees to supplement this Request in accordance with the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 9:

State all facts and opinions on which Plaintiff rely in alleging that Plaintiff is entitled to punitive or exemplary damages, include in your response a detailed description of all activities of each named defendant which plaintiff allege justify the imposition of punitive damages

ANSWER:

Plaintiff objects to this Interrogatory to the extent that it is overly broad, unduly burdensome and premature. Subject to, and without waiving these objections, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that the Mr. Jonas was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Jonas, it was no accident, nor take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of the Decedent and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Decedent and others. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well

as any corporate representative depositions taken in this case. Plaintiff also refers Defendants to the exhibits accompanying these responses. Plaintiff reserves the right to supplement this answer as discovery continues.

INTERROGATORY NO. 10:

Identify all documents of which Plaintiff have knowledge including but not limited to sales literature, promotion material technical or education literature, or intra-corporate memoranda, which were produced, distributed or maintained by any defendant which Plaintiff believe relate to any matter at issue in this litigation.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Plaintiff further objects that this interrogatory as calling for information protected by South Carolina's attorney work product doctrine, in that this request is intended for Plaintiff's counsel. Subject thereto and without waiving these objections, Plaintiff Ronnie Jonas is without knowledge of any responsive documents to this request. Further, Plaintiff has made no determinations as to what documents he will seek to admit at trial. Accordingly, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff further reserves the right to supplement or amend this answer should responsive documents come to light.

INTERROGATORY NO. 11:

Identify and describe with particularity each written express warranty or guaranty, if any, which Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff specifically reserves the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 12:

Identify and describe with particularity each oral or express warranty or guaranty, if any, which Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff has no knowledge of information responsive to this request. Plaintiff specifically reserves the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 13:

Identify and describe with particularity every implied warranty or guaranty, if any, which Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff specifically reserves the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 14:

Identify all documents which relate to Plaintiff allegations that any defendant has breached any warranties given in connection with the sale or distribution of any asbestos products used by any plaintiff.

ANSWER:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are in Defendants' possession, and therefore are equally, if not more so, available to Defendants. Subject thereto and without waiving these objections, see Plaintiff's production of documents made herewith as responsive to this interrogatory. Plaintiff specifically reserves the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 15:

State all facts and opinions on which Plaintiff rely in alleging that defendants breached any warranties which may have been given in connection with the sale or distribution of any asbestos products used by any plaintiff.

ANSWER:

Plaintiff object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs' documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jonas was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Jonas or take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jonas and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Mr. Jonas and others. Discovery is ongoing and Plaintiff reserves the right to supplement as discovery continues.

INTERROGATORY NO. 16:

State all facts and opinions on which Plaintiff rely in alleging that defendants acted negligently with respect to the Plaintiff.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jonas was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Jonas or take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jonas and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Mr. Jonas and others. Discovery is ongoing and Plaintiff reserves the right to supplement as discovery continues.

INTERROGATORY NO. 17:

Identify all documents of which Plaintiff has knowledge which relate to Plaintiff claim that defendants acted negligently with respect to the Plaintiff.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents they seek to use at trial, once that determination has been made, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jonas was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Jonas or take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jonas and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Mr. Jonas and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 18:

State all facts or opinions upon which Plaintiff rely in alleging that defendants are strictly liable in tort for injuries which may have been suffered by Plaintiff.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs' documents they seek to use at trial, when

such determinations have been made, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, by the prior to the last date Defendants were selling the asbestos-containing products to which Mr. Jonas was exposed, it was known in the general scientific community as well as in industry that have asbestos as a component or ingredient in your product made the product defective in and of itself, from the moment it came from the manufacturers' facility.

Furthermore, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jonas was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Jonas or take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jonas and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Mr. Jonas and others. Discovery is ongoing and Plaintiff reserves the right to supplement as discovery continues.

INTERROGATORY NO. 19:

Identify all documents of which Plaintiff have knowledge which related to Plaintiff's claim that defendants are strictly liable in tort of injuries which may have been suffered by Plaintiff.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents he seeks to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jonas was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Jonas or take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jonas and others. Additionally, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Mr. Jonas and others. Discovery is ongoing and Plaintiff reserves the right to supplement as discovery continues.

INTERROGATORY NO. 20:

State all facts and opinions upon which Plaintiff rely in claiming that products sold by defendants and used by Plaintiff were "unreasonably dangerous".

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents he will seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

Furthermore, Defendants acted in a manner that was unreasonable both in their actions and inactions when selling or manufacturing asbestos products. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jonas was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Jonas was exposed. Despite this knowledge, the Defendants failed to warn Mr. Jonas or take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jonas and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of Mr. Jonas and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well as any corporate representative depositions taken in this case.

INTERROGATORY NO. 21:

Identify all documents of which Plaintiff have knowledge which relate to Plaintiff's claim that products sold by defendants and used by Plaintiff were "unreasonably dangerous".

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents he will seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

Furthermore, Defendants acted in a manner that was unreasonable both in their actions and inactions when selling or manufacturing asbestos products. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jonas was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Jonas was exposed. Despite this knowledge, the Defendants failed to warn Mr. Jonas or take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jonas and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of Mr. Jonas and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well as any corporate representative depositions taken in this case.

INTERROGATORY NO. 22:

If Plaintiff contend that there is prior testimony which relates to Plaintiff' claim that defendants' products used by Plaintiff were "unreasonably dangerous", please state the following:

- (a) date, location, jurisdiction and title of cause of said prior testimony;
- (b) identify the person making the prior testimony;
- (c) describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) identify the custodian of the prior testimony; and
- (e) identify the person who obtained the prior testimony.

ANSWER:

Plaintiff objects that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiff answers that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. Plaintiff will provide counsel with page and line designations for all depositions Plaintiff plays or reads at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Should Plaintiff locate responsive testimony, Plaintiff reserves the right to supplement or amend this answer.

INTERROGATORY NO. 23:

Identify all written statements or transcriptions of oral statements of any defendant in this action, or agent, employee, representative, former agent, former employee, or former representative of any defendant which Plaintiff contend are relevant to the subject matter of these lawsuits.

ANSWER:

Plaintiff objects that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiff is unaware of any such evidence at this time. Plaintiff will provide counsel with page and line designations for all depositions Plaintiff plays or reads at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Should Plaintiff locate responsive written statements or testimony, Plaintiff reserves the right to supplement or amend this answer.

INTERROGATORY NO. 24:

Identify all photographs, charts, drawings, diagrams, or other graphic representations of documents made by or on behalf of Plaintiff which related to the illnesses, relevant working conditions, or other circumstances complained of in these actions or related to the subject matter of these actions.

ANSWER:

Plaintiff objects to this interrogatory in that it is overly broad, vague, premature and ambiguous and calls for the production of protected work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is still making determinations as to what representations of documents will be needed for trial in this matter, and accordingly has no information responsive to this request. Plaintiff reserves the right to supplement this response should responsive information come to light.

INTERROGATORY NO. 25:

Identify all written statements which Plaintiff have made which related to the facts of these lawsuits and the damages claimed, including but not limited to statements made to any police or law officer, insurance company representative, investigator, state or federal agent, representative or employee of any kind.

ANSWER:

Plaintiffs object to this interrogatory in that it is overly broad, vague and ambiguous and calls for the production of core work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is unaware of information responsive to this request.

INTERROGATORY NO. 26:

Identify all investigations or other reports which have been prepared, compiled, submitted, conducted, or made by Plaintiff or anyone acting in their behalf which related to the subject matter of this action.

ANSWER:

Plaintiff objects to this interrogatory in that it is overly broad, vague and ambiguous and calls for the production of core work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is unaware of information responsive to this request.

RESPONSES TO REQUEST FOR PRODUCTION

REQUEST NO. 1:

All documents identified in response to the foregoing Interrogatories.

RESPONSE:

Plaintiff objects to this request for production to the extent that it is overly broad and unduly burdensome, vague and ambiguous, calls for core work product and invades the attorney client privilege. Moreover, the documents relevant to this interrogatory are equally, if not more so, available to the Defendants. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiff's Document Production), attached hereto.

REQUEST NO. 2:

All documents referred to in preparing the answers to the foregoing interrogatories.

RESPONSE:

Plaintiff objects to this request for production to the extent that it is overly broad and unduly burdensome, vague and ambiguous as Plaintiffs did not "refer to" any documents "in preparing" their answers. Furthermore, this request calls for documents protected by work product doctrine and attorney client privilege. Moreover, the documents responsive to this request are equally, if not more so, available to the Defendants. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production) attached hereto.

REQUEST NO. 3:

Each plaintiff's Federal income tax returns for the past three (3) years.

RESPONSE:

Plaintiffs objects to this request for production to the extent it seeks the discovery of inadmissible evidence. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiff's Document Production) attached hereto which contains an authorization for defendants to obtain Decedent's Social Security itemized statement of earnings. By way of further response, Plaintiff's are not seeking any damages based on lost wages or any lost income from any work.

REQUEST NO. 4:

All damage studies, damage reports or damage analyses, or any and all other documents containing any mention of facts or opinions which relate to Plaintiff's claims for damages suffered as a result of acts of any of the defendants.

RESPONSE:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, Plaintiff knows of no responsive documents.

REQUEST NO. 5:

All correspondences between any defendants and any other person which Plaintiff contends relate to any matter at issue in this litigation.

RESPONSE:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), attached hereto. Beyond the correspondences contained in Exhibit 1, Plaintiff has no knowledge of further responsive documents.

REQUEST NO. 6:

All documents which relate to or identify insulation projects or jobs upon which each plaintiff worked.

RESPONSE:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, and the to the extent it invades the attorney client privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiff's Document Production), attached hereto.

REQUEST NO. 7:

All documents which relate to or identify asbestos-containing materials with which each plaintiff may have worked.

RESPONSE:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiff's Document Production), attached hereto. Further, many documents responsive to this request are in Defendants' possession and therefore equally, if not moreso available to Defendants as Plaintiff.

REQUEST NO. 8:

All packaging materials which Plaintiff alleges were used in packaging asbestos containing materials.

RESPONSE:

Plaintiffs do not possess the packaging the asbestos containing materials, to which Mr. Jonas was exposed, came in.

REQUEST NO. 9:

All medical, doctor or hospital reports, summaries, test results, or other records of any type which relate to each plaintiff's medical history and/or current medical condition.

RESPONSE:

Please see Exhibit 1 (Plaintiff's Document Production), attached hereto, which includes the pathology report regarding Mr. Jonas's mesothelioma, medical records received to date, and as fully executed authorizations to obtain all medical records of Plaintiff, unlimited by time or by place on the body.

REQUEST NO. 10:

All x-rays which have ever been taken of each plaintiff's chest.

RESPONSE:

Please see Exhibit 1 (Plaintiff's Document Production), attached hereto, which includes the pathology report regarding Mr. Jonas's mesothelioma, as well as fully executed authorizations to obtain all medical records of Plaintiff, unlimited by time or by place on the body.

REQUEST NO. 11:

All Plaintiff's Social Security Administration printout and work records.

RESPONSE:

Please see Exhibit 1 which includes a fully executed authorization to obtain Plaintiff's full Social Security Administration Earnings Statement. Plaintiffs reserve the right to supplement this response should responsive information come to light.

Link to download Exhibit 1 document production:

https://www.dropbox.com/sh/quxaqkdzt5ejf8j/AADmpECxFbMpCS7h_1Ezy27za?dl=0

Respectfully submitted,

s/ Jonathan H. Holder

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March 27, 2020
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 27th day of March, 2020.

s/ Jonathan M. Holder _____
Counsel for Plaintiffs

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

FOR THE FIFTH JUDICIAL CIRCUIT

SHEA JONAS KING, individually and as the
Administrator CTA of the Estate of RONNIE J.
JONAS,

)

C/A No. 2020-CP-40-01163

)

Plaintiff,

)

v.

)

AIR & LIQUID SYSTEMS
CORPORATION, et al.,

)

Defendants.

)

)

**COVIL CORPORATION'S
MOTION FOR SUMMARY JUDGMENT**

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Covil Corporation moves for summary judgment on Plaintiff's claims based on a lack of sufficient evidence of exposure.

INTRODUCTION

Plaintiff alleges that Covil and other defendants manufactured or are associated with asbestos-containing products that caused Ronnie J. Jonas to develop mesothelioma. *See generally* First Am. Compl. ¶¶ 85–90. Plaintiff, however, has not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Jonas's alleged asbestos exposure. Covil asks that the Court enter summary judgment in Covil's favor.

FACTUAL BACKGROUND

Plaintiff claims that Mr. Jonas was exposed to asbestos while working as a welder for Duke Energy Corporation from approximately 1977 to 2003, and then as a contract employee from 2004 to 2007, at thirteen Duke Energy plants. *See* First Am. Compl. ¶ 90.

PLAINTIFF'S
EXHIBIT

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Plaintiff's written discovery responses make the same assertions about Mr. Jonas's work history and alleged asbestos exposure. See Pl.'s Resps. to Standard Interrogs. at 3–4 & Ex. A (attached as Ex. 1). Those responses do not mention any product allegedly installed, supplied, or disturbed by Covil.

Mr. Jonas was not deposed before his death. Instead, Plaintiff relies on the testimony of three of Mr. Jonas's co-workers to establish exposure. Although two of the co-workers mentioned Covil, none of them described Covil as exposing Mr. Jonas to asbestos.

Charles Bell recalled Covil doing work at the Catawba Nuclear Plant at some point between 1977 and 1984. Bell Dep. 18:5–14, 18:24–19:2 (Nov. 20, 2020) (attached as Ex. 2). He testified that he did not remember seeing Covil at any other plant. *Id.* at 78:6–8. Mr. Bell did not testify that he saw any Covil workers around Mr. Jonas, or that he saw Mr. Jonas use any products supplied by Covil. *Id.* at 334:5–11.

George Fincher likewise recalled Covil doing work at the Catawba Nuclear Plant. Fincher Dep. 24:15–25:3 (Oct. 22, 2020) (attached as Ex. 3). He testified that Covil did not have contractors at Catawba until 1982 or 1983. *Id.* at 284:22–285:3. Mr. Fincher could not recall an instance in which Mr. Jonas was within ten feet of a Covil insulator. *Id.* at 288:14–17.

LEGAL STANDARD

Under Rule 56, summary judgment must be granted if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. See *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 81, 502 S.E.2d 78, 85–86 (1998); *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 114–15, 410 S.E.2d 537, 545 (1991). The Court must view the evidence in the light most favorable to the non-moving party. *Cafe Assocs., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The law makes clear that “it is not sufficient for a party

[opposing summary judgment] to create an inference that is not reasonable or an issue of fact that is not genuine.” *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013).

Once a defendant establishes an absence of evidence to sustain the plaintiff’s claim, the burden shifts to the plaintiff, who may not rely on allegations in the pleadings, but instead must set forth specific facts showing that a genuine issue of material fact exists. *See Strother v. Lexington Cty. Recreation Comm’n*, 332 S.C. 54, 61 n.3, 504 S.E.2d 117, 121 n.3 (1998) (citing *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545). Moreover, the party opposing summary judgment may not rely on mere speculation or conjecture to survive a summary judgment motion. *See, e.g., Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 390, 701 S.E.2d 776, 780 (2010) (holding that a non-moving party may not rely on speculation to defeat a motion for summary judgment). Indeed, “South Carolina courts have consistently held [that] evidence must amount to more than speculation and conjecture” to survive summary judgment. *McKnight v. S.C. Dep’t of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (2009).

ARGUMENT

I. Covil Is Entitled to Summary Judgment Because Plaintiff Cannot Satisfy the “Frequency, Regularity and Proximity” Requirement under South Carolina Law.

For a claim of asbestos exposure to be actionable, the plaintiff must establish sufficient proximate cause between the injury and exposure to asbestos from a particular product. *Henderson v. Allied Signal, Inc.*, 373 S.C. 179, 185, 644 S.E.2d 724, 727 (2007). The Supreme Court of South Carolina has adopted the “frequency, regularity and proximity test” established by the Fourth Circuit in *Lohrmann v. Pittsburgh Corning Corp.*, 782 F.2d 1156 (4th Cir. 1986). *See Henderson*, 373 S.C. at 185, 644 S.E.2d at 727. Under that standard, “[t]o support a reasonable inference of substantial causation from circumstantial evidence, there must be evidence of exposure to a specific product on a regular basis over some extended period of time

in proximity to where the plaintiff actually worked.” *Lohrmann*, 782 F.2d at 1162. Importantly, “presence in the vicinity of static asbestos is not exposure to asbestos.” *Henderson*, 373 S.C. at 185, 644 S.E.2d at 727.

To prevail under the standards set forth in *Lohrmann* and *Henderson*, Plaintiff must produce evidence that Mr. Jonas was substantially exposed to asbestos dust from an asbestos-containing product supplied or installed by Covil on a regular basis, over an extended period of time. Plaintiff cannot meet that burden here. She has offered no evidence that Mr. Jonas was ever near a product supplied, installed, or disturbed by Covil—much less an asbestos-containing product.

Because there is not even a “scintilla” of evidence that Mr. Jonas was regularly, frequently, and proximately exposed to *any* product supplied or installed by Covil—much less an asbestos-containing product supplied or installed by Covil—it is, as a matter of law, impossible for Covil to be liable to Plaintiff. *Hancock v. Mid-S. Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 802–03 (2009); *see Henderson*, 373 S.C. at 185, 644 S.E.2d at 727. Thus, Covil is entitled to summary judgment as a matter of law.

CONCLUSION

For the reasons explained above, Covil respectfully requests that the Court grant Covil’s motion for summary judgment and dismiss Covil from this case.

This the 19th day of January, 2021.

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Counsel for Defendant Covil Corporation

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
SHEA JONAS KING , individually	)	
and as the Administrator CTA of the Estate	)	C/A NO. 2020-CP-40-01163
of RONNIE J. JONAS ,	)	
	)	<i>In Re:</i>
Plaintiff,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
AIR & LIQUID SYSTEMS	)	
CORPORATION., et al.	)	
	)	
Defendants.		

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT COVIL
CORPORATION'S MOTION FOR SUMMARY JUDGMENT**

Plaintiff, by and through the undersigned counsel, opposes the motion for summary judgment filed by Defendant Covil Corporation and would respectfully show the Court that the motion should be denied in its entirety.

INTRODUCTION¹

Ronnie Jonas worked as a welder from approximately 1977-2017 for various employers at various industrial sites, including facilities owned and operated by Duke Power. Mr. Jonas' job duties included removing, repairing, and replacing welding valves, welding flanges to pipe sections for valves and pumps, welding boiler tubes inside boilers, boiler maintenance, and overhauls and repair work, including the removal and replacement of asbestos-containing gaskets. While working at Duke Power's facilities, Mr. Jonas worked in close proximity to individuals removing and replacing asbestos-containing insulation. The work performed by Mr. Jonas and

¹ All exhibit references are to the Master Exhibits filed in support of all of Plaintiff's oppositions to Defendants' Motions for Summary Judgment.

others working in close proximity to him generated extensive asbestos dust, which Mr. Jonas breathed.

Covil has moved for summary judgment on the ground that Plaintiff has not adduced evidence that links Covil to Ronnie Jonas' asbestos exposure. However, as explained herein, Plaintiff's evidence is sufficient for a factfinder to conclude that Ronnie Jonas was regularly around Covil workers installing and removing asbestos-containing thermal insulation and that this exposure was a substantial factor in the subsequent development of Ronnie Jonas' mesothelioma. As such, Covil's summary judgment motion should be denied.

STATEMENT OF FACTS

I. Ronnie Jonas was exposed to asbestos attributable to Covil.

Unfortunately, Ronnie Jonas passed away before he could be deposed in this matter. However, Plaintiff has gathered testimony from Mr. Jonas' coworkers regarding the work that he performed at various Duke Power facilities.

George Fincher, Jr. testified that he knew Ronnie for approximately 31 years. **Ex. 1**, Oral and Video Deposition of George Fincher, Jr., 10/22/2020, at 11:7-9. George and Ronnie met while working at Duke Power's Catawba Nuclear plant in 1977. *Id.* at 11:10-12:2. At the time, George was working as a pipefitter and Ronnie worked as a welder. *Id.* at 11:17-22. At Catawba, although the welders and pipefitters have their own work crews, they occasionally were assigned to work together. *Id.* at 15:10-18. George and Ronnie were often paired together, but even when they were not partners, they worked in the same area. *Id.* at 16:7-10. George noted that he and Ronnie primarily worked in the turbine building at Catawba running pipe and installing equipment, but they also worked in the auxiliary and reactor buildings. *Id.* at 16:18-19:1. George recalled that the pipes, condensers, turbines, and other equipment were insulated during the construction of the

facility. Id. at 20:8-22:6. The insulation work was performed while both George and Ronnie were working in close proximity and George recalled that the insulation work was dusty and noted visible dust in the air. Id. at 24:6-14.

George also worked alongside Ronnie at Duke Power's Oconee facility. Id. at 28:2-5. At Oconee, George and Ronnie worked on the same crew in the Southern System Division ("SSD"). Id. at 25:4-16. The SSD was responsible for general plant maintenance at Oconee and was also sent to other plant to perform maintenance during outages. Id. at 26:5-27:11. Ronnie and George's crew at Oconee consisted of 5 welders and 5 pipefitters. Id. at 28:16-29:4. Their typical workday at Oconee during general maintenance was five eight-hour days a week but, sometimes, they would work six or seven days. Id. at 30:12-18.

Ronnie's crew was known as the boiler team because they did a lot of boiler work, including retubing boilers. Id. at 27:20-28:1. To retube boilers, they first have to grind or cut the skin off the boiler. Id. at 35: The boilers usually had "crumbly insulation" " behind the skin and cutting the skins off blew the insulation around which was "really nasty and dusty." Id. at 35. They typically removed the insulation and piled it up for another crew to bag up and take away. Id. at 36. A typical job retubing a boiler took around three months. Id. at 37-38. Ronnie worked outage jobs retubing boilers at Lee Steam, Marshall Steam, Allen, Buck, River Bend, McGuire, Belews Creek, and Cliffside. **Ex. 30** Deposition of Gaylen Garren, 12/17/20 at 33:4-36:8.

George specifically recalled Covil's presence at the Duke Power facilities. He testified that Duke hired Covil to insulate equipment and products during the construction of Catawba. **Ex. 1** at 24. He noted that he first saw Covil on site from 1981 through 1983. Id. at 285. He also noted that he thought Covil was the only insulation contractor working at Duke Power's nuclear plants. Id. at 24.

Former Duke Power employee, Julian D'Amico, has also provided testimony regarding the presence of insulation contractors at Duke Power's plants. Between 1951 and 1989, Julian D'Amico worked for Duke Power in various capacities.

After Julian graduated from Georgia Tech, he took a full-time job with Duke Power in 1956 as a junior engineer at the Dan River plant. **Ex. 49**, Deposition of Julian D'Amico, 10/26/94, at 12:18-20, 14:1-8. As a junior engineer, Julian worked with the test department and dealt with equipment all over the plant. *Id.* at 15:11-21. He also had an office in the plant, housed in the same building as and right next to the turbine and boiler area. *Id.* at 16:1-10. Most of his time was spent outside that office. *Id.* at 16:12-14. From 1959 to 1971, Julian worked as an operating engineer and a production engineer. *Id.* at 112:11-113:18. This position took Julian "from plant to plant" where he would help other engineers "solve whatever problems they were having with a particular type of equipment." *Id.* He was then promoted to plant manager at Allen Steam Station where he worked from 1971 to 1973. *Id.* at 61:24-62:6, 62:25-63:5. Julian spent a significant amount of time on the plant floor in this position. **Ex. 50**, Deposition of Julian D'Amico, 10/11/1999, 10:13-23. He then returned to his position as an operating and production engineer from 1973 to 1982. **Ex. 49**, at 112:11-113:18.

Julian's final position with Duke was general manager of fossil stations from 1982-1989. *Id.* at 128:20-24. Similar to his previous position, Julian visited multiple plants on a regular basis in this capacity. *Id.* at 129:2-8. Julian retired from his career at Duke in 1989. *Id.* at 80:13-14. Julian D'Amico specifically recalled Covil working at Duke facilities. **Ex. 49**, at 74:25-75:5.

II. Covil supplied and installed asbestos-containing insulation at Mr. Jonas' identified worksites.

Covil has previously testified, through its founding president, that Covil was a large insulating contract firm, probably the second largest in the southeast. **Ex. 51**, Deposition of Palmer

Covil Vol. I (July 13, 1977) at 101:13-21. Covil purchased from a number of asbestos manufacturers, including Johns-Manville, Rockwool, Keene, and Pittsburg-Corning. *Id.* at 103:4-9. Covil would then “sell [our] asbestos products to others.” *Id.* at 23-25.

Covil testified that he first saw a warning about asbestos in 1968, when Johns-Manville and Owens-Corning came out with warning labels on their cartons of insulation. *Id.* at 93:10-94:9. Nevertheless, Covil could not say that his company made any specific change in its procedures for its employees in response to the warning labels on packages regarding asbestos. *Id.* at 94:22-95:1. Covil never put any caution labels or warnings on its products. *Id.* at 104:18-20. Yet his company sold asbestos well after OSHA was enacted—Covil conceded that as of 1977, his company was still selling products that contained asbestos. *Id.* at 92:15-21.

James P. Covil is the son of Palmer Covil. **Ex. 52**, Deposition of James P. Covil, 3/27/18, at 25:19-21. James Covil worked in the warehouse in 1967 and 1970. *Id.* at 26:5-7. He confirmed that the company had pipe covering from Owens Corning and Johns-Manville, duct board in large cartons, and material in 55-gallon drums in its warehouse. *Id.* at 26:15-27:4. He admitted that there were no warnings on the packages. *Id.* 27:9-11.

Covil has confirmed its presence at a number of Duke Power facilities while Mr. Jonas worked at the same site. *See* **Ex. 53**. Covil worked onsite at Duke Power’s Allen plant from 1972 until 1991. *Id.* Extensive documentation further establishes Covil provided insulation contracting work and/or supplied materials to multiple Duke Power sites throughout and after Mr. Jonas’ tenure at Duke, including Allen, Belews Creek, Buck, Cliffside, Dan River, Lee, Marshall, and River Bend. *See e.g.* **Ex. 53**.

III. Covil knew that asbestos exposure could cause fatal disease but did not warn.

Palmer Covil testified that by 1965 or 1966 he had become aware of asbestosis. **Ex. 51**, at 109:9-14. In about 1965, the union began to make “noises” about the harm asbestos caused, and he read some articles by Selikoff concerning those dangers. *Id.* at 95:6-96:9. In 1967 Covil attended a conference at which Dr. Selikoff spoke. **Ex. 51**, at 333:14-18. Dr. Selikoff is one of the preeminent asbestos researchers and has published widely on the dangers of asbestos. That conference included an article that Covil would have had that discussed the dangers of household exposure to asbestos. **Ex. 54**, W.C. Hueper, *Occupational and Nonoccupational Exposures to Asbestos*; **Ex. 55**, Deposition of James Covil (Feb. 7, 2018), at 173:16-180:2.

Covil was well aware of OSHA when it was enacted and what its limitations on asbestos exposure were. **Ex. 51**, at 90:15-91:22. He first learned of OSHA through trade magazines and discussion among manufacturers and contractors. *Id.* at 91:23-92:7. Covil found the OSHA regulations by ordering the Federal Register and stayed up to date on OSHA by ordering supplements to the Federal Register. *Id.* In 1972, Covil had its first worker’s compensation claim against it for asbestosis. *Id.* at 106:10-20.

Covil testified that he first saw a warning about asbestos in 1968, when Johns-Manville and Owens-Corning came out with warning labels on their cartons of insulation. *Id.* at 93:10-94:9. Nevertheless, Covil could not say that his company made any specific change in its procedures for its employees in response to the warning labels on packages regarding asbestos. *Id.* at 94:22-95:1. ***Covil never put any caution labels or warnings on its products.*** *Id.* at 104:18-20. Yet his company sold asbestos well after OSHA was enacted—Covil conceded that as of 1977, his company was still selling products that contained asbestos. *Id.* at 92:15-21.

Covil's current corporate representative, Robert Glenn, has testified that beginning in the 1960s, Daniel was one of Covil's largest customers. **Ex. 56**, Trial Tr., *Crawford v. Covil*, 7/17/18 (Rough), at 256:23-257:9, 278:13-24.

Covil knew as of 1965 that exposure to asbestos could cause death. *Id.* at 297:19-21; *see also id.* at 286:20-287:4, 289:22-290:3. Covil sold Kaylo insulation more than any other brand. *Id.* at 280:10-16. Although Kaylo stopped making asbestos insulation in November 1972, Covil continued to supply Kaylo asbestos-containing insulation for a full year, until November 1973, or even "a little longer." *Id.* at 280:17-281:1. Records show that Covil was still selling Thermobestos as late as February 1974. *Id.* at 283:23-284:12.

Given that Covil still sold asbestos insulation in late 1973 and early 1974, Covil was selling asbestos insulation for a couple of years after the OSHA asbestos regulations were published in 1971 and also sold other asbestos-containing products as late as 1977. *Id.* at 284:14-285:10, 293:21-294:5. Even after the OSHA regulations were in effect, Covil continued to sell asbestos insulation without a warning, now claiming that warning "wasn't a legal requirement." *Id.* at 296:13-297:3, 297:22-298:1, 298:21-25. Covil contends that it made a business decision not to warn and that it had no obligation to pass on its knowledge about asbestos hazards to its customers. *Id.* at 299:1-11.

A former Covil employee, Dwaine Waters, has testified in his own asbestos case that when he worked for Covil, Covil sometimes supplied asbestos-containing insulation in boxes labeled "asbestos free." **Ex. 57**, Deposition of Dwaine Waters, 11/3/17, at 527:6-536:13. This happened at two different facilities where he worked. *Id.* Glenn agreed that it would be a hazard to sell asbestos-containing insulation in asbestos-free boxes. **Ex. 56**, at 295:17-24.

IV. Ronnie Jonas' mesothelioma was caused by exposure to products and materials supplied by Covil.

Plaintiff's medical expert, Dr. John Maddox, confirmed that Ronnie Jonas had malignant mesothelioma. **Ex. 10**, Maddox Report, 1/18/21 at 1. In reaching his opinion, Dr. Maddox reviewed Ronnie Jonas' medical records and a summary of Ronnie Jonas' exposure to asbestos. *Id.* at pp. 1-2. Dr. Maddox also noted that a previous pulmonary medical examination revealed "asbestosis and asbestos induced pleural fibrosis[.]" *Id.* at 2. Dr. Maddox concluded that Ronnie Jonas' "cumulative asbestos exposures caused [Ronnie Jonas'] malignant pleural mesothelioma. *Id.* at p. 5.

Dr. Maddox's opinion is reinforced by the opinion of Dr. Arthur Frank. **Ex. 11**, Frank Report, 1/21/2021. Dr. Frank has opined, to a reasonable degree of medical certainty and after a summary of Ronnie Jonas' exposure history and his medical records, that Ronnie Jonas developed two asbestos-related conditions as a result of his repeated exposure to asbestos: asbestosis and pleural mesothelioma. *Id.* at p. 2. Dr. Frank further opined that Mr. Jonas' "cumulative exposure . . . to asbestos, from any and all products, containing any and all fiber types, would have contributed to his developing these conditions and ultimately to his death." *Id.*

ARGUMENT and AUTHORITIES

I. Covil has failed to meet its summary judgment burden.

"Summary judgment is a drastic remedy which should be cautiously invoked so that a litigant is not improperly deprived of a trial on disputed factual issues." *Madison ex rel. Bryant v. Babcock Center, Inc.*, 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006); *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991). Under South Carolina Rule of Civil Procedure 56, summary judgment is only appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC; *Cafe Assocs. Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The moving party has the

burden of clearly establishing the absence of a genuine issue of material fact. *Singleton v. Sherer*, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008). If and when the party moving for summary judgment meets its initial burden of showing an absence of evidentiary support for the plaintiff's case, only then is the plaintiff required to come forward with specific facts showing there is a genuine issue for trial. *See Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438 (Ct. App. 2003).

In determining whether a genuine question of fact exists, the court must view the evidence and all inferences which can be reasonably drawn from the evidence in the light most favorable to the nonmoving party. *Faile v. S. C. Dep't of Juvenile Justice*, 350 S.C. 315, 324, 566 S.E.2d 536, 540 (2002). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Baugus v. Wessinger*, 303 S.C. 412, 401 S.E.2d 169 (1991). Even when there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 443 S.E.2d 392 (1994). Summary judgment should be denied unless reasonable minds cannot differ on plain, palpable, and indisputable facts. *See Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). Here, Covil has failed to meet its high burden of showing the absence of a genuine issue of material fact for trial.

II. Plaintiff's evidence raises genuine issues of material fact regarding the causation of Ronnie Jonas' mesothelioma from exposure to asbestos from Covil's asbestos-containing products and work with such products.

A plaintiff in an asbestos case may defeat summary judgment with evidence of "actionable exposure" to a defendant's asbestos product. *Henderson v. Allied Signal, Inc.*, 373 S.C. 179, 185, 644 S.E.2d 724, 727 (2007). To determine whether exposure is actionable, South Carolina courts apply the "frequency, regularity and proximity" factors set forth in *Lohrmann v. Pittsburgh*

Corning Corp., 782 F.2d 1156 (4th Cir. 1986). *Id.* Therefore, “[t]o support a reasonable inference of substantial causation from circumstantial evidence, there must be evidence of exposure to a specific product on a regular basis over some extended period of time in proximity to where the plaintiff actually worked.” *Id.* (quoting *Lohrmann*, 782 F.2d at 1162).

The *Henderson* exposure standard is met here. The evidence establishes that Mr. Jonas worked or in close proximity to others who were working with asbestos-containing material supplied by Covil at Duke Power’s facilities. Mr. Jonas’ coworkers and those formerly employed at Duke Power specifically identified Covil as one of the contractors working at Duke’s facilities, installing and or removing thermal insulation from the steam lines. Covil concedes that the products it supplied contained asbestos, and it supplied these products to Mr. Jonas’ worksites. Dr. Maddox and Dr. Frank have confirmed that Ronnie, after years of asbestos exposure, developed mesothelioma, which ultimately killed him. There is no question that the *Henderson* factors of Mr. Jonas’ exposure to asbestos from Covil are met in this case. Accordingly, Defendant Covil’s motion for summary judgment should be denied.

CONCLUSION

For the reasons explained herein, Plaintiff respectfully requests that this Court deny Covil’s motion for summary judgment.

Respectfully submitted,

/s/ David C. Humen

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ATTORNEYS FOR PLAINTIFF

February 16, 2021

Columbia, SC

George Fincher, Jr.
October 22, 2020

1

Page 1

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON
) PLEAS
COUNTY OF RICHLAND)
) FOR THE FIFTH JUDICIAL
) CIRCUIT

RONNIE J. JONAS,) C/A NO.2020-CP-40-01163

Plaintiff,)

) In Re:

) Asbestos Personal

v.) Injury Litigation

) Coordinated Docket

AIR & LIQUID SYSTEMS)

CORPORATION, et al.)

Defendants.)

ORAL DEPOSITION OF
GEORGE FINCHER, JR.
October 22, 2020
Volume 1

ORAL AND VIDEO DEPOSITION OF GEORGE FINCHER, JR.,

produced as a witness at the instance of the Plaintiff,

and duly sworn, was taken in the above-styled and

numbered cause on the 22nd day of October, 2020, from

8:00 a.m. to 5:12 p.m. (CST), before Deborah Renee

Quarles, Commissioned Notary, in and for the State of

Texas, reported by machine shorthand, remotely from

Johnson County, Texas, pursuant to the Texas Rules of

Civil Procedure, the Texas Supreme Court Emergency Order

Regarding the Covid-19 State of Disaster and the

provisions stated on the record or attached hereto.

PLAINTIFF'S
EXHIBIT

22F

George Fincher, Jr.
October 22, 2020

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1 INDEX 2 Appearances 2-6 3 Stipulations 10 4 GEORGE FINCHER, JR. 5 Examination by Mr. Humen 10 Further Examination By Mr. Herns..... 159 6 Further Examination by Ms. Sullivan..... 184 Further Examination by Mr. Nelson..... 189 7 Further Examination by Mr. Reid 193 Further Examination by Mr. Humen 211 8 Further Examination by Mr. Reid 213 Further Examination by Mr. McLeod 219 9 Further Examination by Mr. Glenn 230- 127 10 Further Examination by Ms. Jones 240 Further Examination by Ms. Miller 249 11 Further Examination by Mr. Mangum 253 Further Examination by Mr. Traylor 255 12 Further Examination by Ms. Brathwaite..... 279 Further Examination by Mr. Frick 289 13 Further Examination by Ms. Flynn 295 Further Examination by Mr. Cherry 301 14 Further Examination by Mr. Rogers..... 302 Further Examination by Mr. Borden..... 326 15 Further Examination by Mr. Rheney..... 338 Further Examination by Mr. Kocizk..... 342 16 17 18 Signature and Changes 345 19 Reporter's Certificate 347 20 21 22 23 24 25	1 the matter of Ronnie J. Jonas versus Air & Liquid 2 Systems Corporation. 3 My name is Kevin Dill, remote video 4 technician on behalf of U.S. Legal Support. I am not 5 related to any party in this action, nor am I 6 financially interested in the outcome. 7 At this time will the reporter please enter 8 the statement for remote proceedings into the record. 9 THE REPORTER: Thank you. 10 The attorneys participating in this 11 deposition acknowledge that I am not physically present 12 in the deposition room and that I will be reporting this 13 deposition remotely. They further acknowledge that in 14 lieu of an oath administered in person, I will 15 administer the oath remotely. This arrangement is 16 pursuant to the Texas Supreme Court Emergency Order 17 Regarding the COVID-19 State of Disaster. The parties 18 and their counsel consent to this arrangement and waive 19 any objections to this manner of reporting. 20 At this time I will swear in the witness. 21 I do see we have a number of counsel. If you can e-mail 22 me your appearance at D-e-b-o-r-a-h, that's Deborah, 23 Quarle, Q-u-a-r-l-e S-t-e-n-o-g-r-a-p-h-e-r, that's 24 deborahquarlestenographer@gmail.com. If you can e-mail 25 me your appearance for the record, please.

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Page 10 1 I will now swear in the witness. 2 GEORGE FINCHER, 3 having been first duly sworn, testified as follows: 4 MR. HUMEN: This is David Humen on behalf 5 of the plaintiff. 6 Before we get going, does anyone have any 7 objection to the stipulation that an objection by one 8 counsel is good for all present? That way the -- the 9 record can just reflect defense counsel? 10 Okay. I'm not hearing any objections. 11 EXAMINATION 12 BY MR. HUMEN: 13 Q. All right. Good -- good morning, George. Can 14 you just begin by just telling the jury your name, 15 please? 16 A. My name is George Fincher. 17 Q. And where -- where -- where do you live, 18 George? 19 A. 191 Shemaiah Road, Central, South Carolina, 20 right outside of Clemson. 21 Q. Okay. And it look -- looks like you're sitting 22 outside today. It looks -- looks like you're having 23 some nice weather. So that's always a good thing. 24 A. Yes, sir. It's nice out here. It actually is. 25 Q. Perfect. Would you mind me asking how old you	Page 12 1 working at the Catawba Nuclear Plant in or around '77? 2 A. Yes, sir, that's correct. 3 Q. Okay. And you -- you -- you know that -- that 4 Ronnie passed away earlier this year; correct? 5 A. Yes, sir, I did. I -- I did not get to go to 6 his memorial services on account of COVID-19. 7 Q. And you -- do you -- do you understand what he 8 ended up dying from? 9 A. Yes, sir. He had -- I talked to him on the 10 phone a good bit before that. He -- he had -- he 11 started out, you know, he was losing weight, and he 12 couldn't figure out why, and he stayed tired all the 13 time. And I said, "Well, Ronnie, I guess you ought to 14 go to the doctor to see what's wrong." And they was 15 treating him for -- they thought he had pneumonia, and 16 they were treating him for that. And he -- he wasn't 17 getting any better, so he changed doctors, and he ended 18 up going to another doctor, and they ended up sending 19 him to Duke University Hospital, and they found out he 20 had mesothelioma. 21 Q. And do you -- I guess, do you know anything 22 about mesothelioma? Do you -- do you have an 23 understanding of what causes it? 24 A. Yes, sir. Asbestosis, from breathing in 25 asbestos fibers. That's one of the major causes. I
Page 11 1 are today, sir? 2 A. I'm 65 years old. I turned 65 September 14th 3 of this year. 4 Q. And you understand we're here today to talk -- 5 to talk about Ronnie Jonas; correct? 6 A. Yes, sir, that is correct. 7 Q. Okay. And you -- you knew Ronnie? 8 A. Yes, sir, I knew Ronnie. I'd say close to 30, 9 31 years. 10 Q. How -- how did you first meet Ronnie? 11 A. I was working construction when they was 12 building the -- the carbon-neutral station, and that was 13 in -- I started that job in April the 17th of 1977, and 14 I worked around Ronnie, and we got to talking. And he 15 was actually from Mount Holly, North Carolina. At that 16 time, he probably lived about 8 miles from where I lived 17 at. You know, we got to talking, and we got to be good 18 friends. And years later, we actually worked on the 19 same team together. And -- but at that time, he was on 20 a different team. He -- he performed welding 21 activities, and he'd done welding, of course. I was a 22 pipe fitter. 23 Q. We'll -- we'll -- we'll, kind of, get -- get 24 all -- into all that in a minute. 25 But -- so -- so you first met him work --	Page 13 1 guess there might be some other work environments. He's 2 getting worked around. I'm not aware of all of them. 3 But the work we had done working around all that 4 asbestos stuff over in these plants, I would say that's 5 probably a big contributor to it. 6 Q. Okay. And that's -- and that's -- we're going 7 to spend -- spend some time talking about that today. 8 And so did I hear you correctly you started 9 working at the Catawba Nuclear Plant in -- let's see. I 10 think you said April 17th, 1977? 11 A. Yes, sir, that's correct. 12 Q. All right. And I believe you said you started 13 off there as a pipe fitter? 14 A. Yes, sir. 15 Q. Was that -- was that the first time you -- you 16 ever worked at a Duke plant? 17 A. No, sir. When -- when I first got out of high 18 school in 1974, I worked at McGuire, and I worked there 19 from '74 to '75. And they had a -- that's when the 20 economy got bad, so they had to have a downsizing, so I 21 got laid off. And they called me back to work in '77, 22 which is two years later. So I got called back to start 23 the Catawba Nuclear Station. And they was -- they was 24 getting -- just coming out the ground with the 25 construction. I worked there from '77 -- I worked

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Page 14 1 there, I'm saying, seven, eight years, and then I was 2 transferred to the Oconee Station. 3 Q. Okay. So -- so let's talk a lit bit about -- 4 about your time at Catawba first. 5 And -- and -- and just, first, can -- can 6 you kind of just generally explain what a pipe fitter 7 does? 8 A. Yes, sir. They -- they -- they -- they install 9 the -- the piping systems. And, you know, you have to 10 repair the pipe, and then you have to ground the valves 11 on it and put it together, and then the welder comes and 12 welds it up. And then you pull it up, hang it up in the 13 hangers. And you just install all kinds of different 14 components of valves. And sometimes -- sometimes you 15 hook them up to pumps, valves. A lot of times, it's -- 16 a lot of times, it's just pipe to pipe fittings. 17 Q. Okay. And I believe -- believe you said 18 Ron- -- Ronnie was a welder? 19 A. Yes, sir, he was. 20 Q. Was -- was Ronnie already working at Catawba 21 when you got there? 22 A. Yes. He got -- I think Ronnie -- I'm thinking 23 he might have hired in, in '76. He might have started a 24 little bit before I did, or he might have hired in right 25 about the same time I did. But I don't remember. I'm	Page 16 1 didn't always have the same welders, you know. You 2 know, like, one day, Ronnie might weld for me, and then 3 it might be a month later they'd send him over to weld 4 again or vice-a-versa. Now, we always didn't have the 5 same welders is what I'm getting at. 6 Q. Yep, absolutely. 7 So e- -- even in the times that you 8 weren't -- you weren't paired up with Ronnie, were you 9 still working in the same area as him? 10 A. Yes, sir, pretty much. Back then, we were -- 11 we were coming out of the ground, or -- or basically, a 12 lot of the work was in the turbine building, you know. 13 When the turbine building basement (inaudible) the 14 ground, then we come up to the ground level, and then -- 15 that the turbine -- they could plant in stages. 16 You know what I'm saying coming out to the 17 ground? 18 Q. What -- so what -- what type of work were you 19 doing in the turbine building for the construction? 20 A. They were running a lot of the -- back then, 21 coming out of -- coming out of construction and ground 22 is running a lot of -- just different type, and some of 23 it -- you know, some of that -- some of that stuff was 24 just blower drains, you know -- let's see, they had 25 blower drains, and then it came on up, and then that was
Page 15 1 thinking he was already there when I came, when I hired 2 on. 3 Q. Okay. And you -- you kind of hinted at it a 4 little bit when you're just explaining pipe fitting, but 5 do -- I guess, do welders and pipe fitters work 6 together? 7 A. Yes, sir, they do. 8 Q. How -- how is that set up, kind of arranged at 9 Duke? 10 A. At that time, the welders had their own crew of 11 welders, and then the fitters had their own crew of 12 fitters. Years later, they combined them, so you had 13 fitters and welders, you know, in the same team. But 14 back then on construction, when we was doing pipe fit -- 15 pipe work, you know, depending on how many pipe joints 16 we had to weld up, that way we would just make a 17 request, and they would just send the welders over to 18 weld for us. 19 Q. Okay. Did you ever work -- work with Ronnie 20 as -- as -- with him being your welder? And right now 21 I'm just -- just focusing on that time during 22 construction of Catawba. 23 A. Yes. At different times. We didn't work 24 together on a day-by-day basis, just periodically. You 25 know, they send different welders. You know, boilers	Page 17 1 the early stages. And then we started just running the 2 pipe and -- I'm trying to think. They started running 3 the, like, RL service water lines. RL, that's nuclear 4 service water lines. And then after they got up years 5 later, we started working on the main steam, which was 6 big, heavy wall piping. And that's what carried the -- 7 the steam from the reactor building through the 8 auxiliary building and through the turbine building. 9 And that's what turned the turbines. So we worked on 10 about every system they got in (inaudible). You name 11 it, we have done it. 12 Q. Were -- as pipe fitters and welders, were you 13 guys responsible for actually installing some of the 14 equipment? 15 A. They had to -- they had to divide it up. You 16 know, they had millwrights. They -- they -- they -- the 17 millwrights did one of the -- they put in, like, the 18 turbines and the generators and all that kind of big, 19 heavy equipment. They put that in there. But a lot of 20 times, we'd have to go over and help them, you know. If 21 they didn't have enough people to do it, they would loan 22 us out and we'd go over -- we might go over and work 23 with the millwrights, or we might -- whoever work with 24 the -- we've actually even had to go in and help the 25 electricians to pull cables and -- you know, we just all

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Page 18 1 worked together, you know like that. 2 Q. Uh-huh. 3 A. If they need help, we help them. If we need 4 help, they'd come over and help us. 5 Q. I understand. 6 So were you -- were you in the -- I guess, 7 in the turbine building when -- throughout most -- most 8 of the construction of it while all the equipment was 9 being installed? 10 A. The early stages, while it was coming out of 11 the ground, we worked at -- as they started building all 12 these other buildings like the auxiliary building, 13 reactor building, I've worked in all of them. They -- 14 it just depends on the stage of construction it was in. 15 Like -- like, right there towards the end, I was working 16 in the reactor building a lot. You know, I was putting 17 in the -- the reactor coolant pump pipe and just piping 18 all that stuff up. And we would run main steam through 19 there, and we just put penetrations, which the 20 penetration goes through the -- from the outside main 21 steam to the reactor building, and the penetration went 22 through the wall from the inside to the outside. And it 23 was like a container, if you know -- if you know what 24 I'm talking about. Everything had to be contained so 25 the radiation and stuff couldn't getting there from	Page 20 1 A. We -- we was actually -- the reactor's coolant 2 pumps -- we was running the pipe into the reactor's 3 coolant pumps. There was four of 'em, I think, like at 4 Oconee there was four reactor coolant pumps. 5 Q. Do you recall how many reactor coolant pumps 6 were at Catawba while you guys were installing it? 7 A. I'm thinking there was four there too. 8 Q. Okay. Was -- when you were -- when you were 9 helping do the -- the construction of Catawba, was -- 10 was any of the piping equipment being insulated while 11 you and Ronnie were working there? 12 A. Yeah. They -- all of that main steam, anything 13 that got -- like -- like most of the piping that got 14 hot, like main steam, stuff that came off the turbines 15 and -- I'm trying to think back what the name of that 16 system was -- condensers and they insulated all that 17 piping because it just made the plant run more 18 efficiently because it was insulated. So they -- I 19 remember they would bring those insulations in there. A 20 lot of it is pre-formed. You know, the 90s and the 45s 21 came off the pipe. That stuff was already pre- formed, 22 and it looked like it was white -- I'm trying to think 23 of the correct -- it was like a -- it looked like 24 chalk-looking stuff. And they handled it, and they 25 would put bands on it to hold it together, and then they
Page 19 1 ..the -- the inside to the outside. 2 Q. Okay. So what -- what type of work were you 3 doing in the auxiliary building then? 4 A. Well, we -- we was doing mostly -- a lot -- we 5 was actually doing pipe work, but -- we was piping up 6 all of them components, a lot of them pump rooms like CA 7 pump room, RN nuclear service water lines. Each one of 8 them systems had a different name, like a code, like -- 9 Q. Okay. So when -- to -- to -- to -- part of 10 this new construction, you mentioned piping up the pump 11 rooms. 12 Were you ac- -- were you actually 13 responsible for connecting up the pumps? 14 A. Yes, sir. We -- we had to have bulked up the 15 flanges. Sometimes they weld -- the pipe was welded in 16 through them. A lot of times, those pumps just have big 17 flanges on, and you would have to put studs and bolts to 18 it and pipe it up and bring it together. And then you 19 would have to poke those bolts. And sometimes it would 20 be a weld joint. You know, you just sit the pump there 21 and you would have to weld the pipe to it. 22 Q. Okay. And as far as what you mentioned, you 23 mentioned the reactor building, also. 24 So what -- what kind of work were you doing 25 in the reactor building?	Page 21 1 would put metal -- they have metal going around it, like 2 a skin, and then they -- they clamp it all together. 3 And it -- it would be on the whole system, you know. 4 And then some of that pipe, they would put blankets on 5 it, like -- it looked like a wool-like stuff, they would 6 insulate it then they would put a covering on it, like a 7 fabric covering. It was a silver-looking fabric stuff. 8 Q. And that -- 9 A. It was real neat. I can't remember the exact 10 name of it. That's been 30 years ago. 11 Q. That's all right. I -- I understand. I know 12 we're talking about things from -- from a long time 13 ago. So if there's -- there's certain things you don't 14 remember, just -- just let me know that. That's 15 understandable. 16 A. Okay. I'm trying to remember the name of those 17 things to tell you, but it's hard -- it's hard -- it's 18 hard for me to -- 19 Q. All right. So you mentioned the piping and 20 the -- the turbines being -- and condensers being 21 insulated. 22 Was any of the other equipment insulated 23 while you and Ronnie were there also? 24 ALL DEFENDANTS: Object to form. 25 THE WITNESS: Well, yeah. When they stuck

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Page 22 1 it together inside the -- inside the outer shell they 2 had, like, big insulation coverings or blankets they put 3 on it, but you couldn't see it after they put the 4 turbine together, because it had the outer shell. But 5 it -- it insulated the turbine and all -- and all the 6 main steam pipe that come into it. It was insulated. 7 Q. (BY MR. HUMEN) Okay. What about, did any of 8 the pumps you guys were installing have to be 9 installed -- or insulated? 10 ALL DEFENDANTS: Object to form. 11 THE WITNESS: Yeah, some of -- yeah, some 12 of them were. Some of them, they had to take the 13 insulation off of them to get to the pumps, but some of 14 them, they didn't insulate. It depends on what the 15 system was used for, what it was going through it. 16 Q. (BY MR. HUMEN) What about -- 17 A. If it had something to do with steam, anything 18 to do with steam, it was insulated -- hot water. I know 19 that they -- 20 Q. Okay. If I asked you about the -- if I asked 21 you about the valves being insulated, would you give me 22 pretty much the same answer, depending on what the 23 system was used then? 24 ALL DEFENDANTS: Object to form. 25 THE WITNESS: Yes, sir, they were.	Page 24 1 Especially in those fossil stations, it got to be really 2 dusty, you know. 3 Q. And right -- we'll -- we'll get to those. 4 Right -- right now I'm just focusing on that -- that 5 construction in Catawba. 6 A. Yeah. Yeah, it -- it could be. If (inaudible) 7 up on the scaffold up on the next floor and there's 8 grates and stuff up there -- you know, they're up there 9 working and stir up dust, naturally, it's going -- it's 10 going to fall down and settle, you know, it's -- it's 11 going to fall down the (inaudible). I could remember 12 looking up at the window sometime and you could see that 13 stuff, and it looked like it was just floating around in 14 the air. 15 Q. The -- the insulators at that construction at 16 Catawba, do you know if they were Duke employees or if 17 they were from an outside company? 18 A. At that time, Duke had their own insulators, 19 but they had so much insulation work to be done they 20 couldn't do it all, so they hired an outside company. 21 And it was called Covil, C-o-v-i-l, Covil Insulate or 22 Insulators. Let's see, Covil -- I know Covil done that 23 insulating at -- at the nuclear stations, but at the 24 fossil stations, they had a different company that done 25 theirs. I'm trying to think. As far as I can remember,
Page 23 1 Q. (BY MR. HUMEN) And was the insulation being 2 done with -- with you and Ronnie actually, I guess, 3 around the insulators? 4 A. Yeah. Yeah, because -- yeah, during 5 construction, I mean, you might be sitting over here 6 having a piece of pipe, putting it together, and you 7 have jack-stand stuff working. And then right up above 8 you, there might be a scaffold, and they -- they might 9 be up there -- the insulators would be up there putting 10 insulation on the pipe that was already hung. We had to 11 work around each other. We couldn't, you know, we 12 couldn't install -- 13 Q. Was -- 14 A. -- install just because they were insulating 15 it -- if they're insulating up above us, we would just 16 move back out of the way a little bit so if somebody 17 dropped a big ole' pipe wrench or something, you know, 18 you wouldn't want to get hit in the back of the head 19 with it, so you didn't just work directly underneath 20 them, but you might move off 4 or 5 feet -- 6 feet, 21 whatever the need be. 22 Q. Was -- was that -- the process of them 23 insulating the pipes and the different equipment you 24 talked about, was that -- was that a dusty process? 25 A. Yeah. Sometimes it was. It could be.	Page 25 1 I think Covil was the only insulation company that has 2 worked in the nuclear. And Duke had -- had a few crews 3 of their own insulators. 4 Q. All right. I think you said you were -- you 5 were basically at that -- that construction at Catawba 6 for -- for about seven years, so that puts us to 7 about -- about 1984? 8 A. Yes, sir. I would say from '77 to around 9 '80- -- '84. And then -- 10 Q. Okay. 11 A. And then they sent us to Oconee. We were based 12 at Oconee. It was -- they called it SSD, Southern 13 System Division and -- 14 Q. Okay. And so -- 15 A. -- they (inaudible) Oconee Nuclear Station. 16 Q. Okay. So -- so you went -- went to Oconee. 17 Did -- did Ronnie transfer over at Oconee 18 with you at the same time? 19 A. Yes. Actually, Ronnie got down there just a 20 little bit before I did. I think Ronnie went '80- -- 21 let me think about this now -- '84, and I think I went 22 there between '84 and '85. Yeah, because I bought this 23 house in '85. That's when I first came down here. 24 That's when I went and (inaudible) here. So I -- I came 25 in '85, and I think Ronnie came in about '84.

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Page 26 1 Q. Okay. So Ron- -- Ronnie was in Oconee once you 2 got -- before you got there? 3 A. Yes, sir. He got transferred just a few months 4 before I did and -- 5 Q. Okay. Did you men- -- you mentioned the SSD. 6 Can -- can you tell me again what that -- 7 what that is? 8 A. That was an acronym name of -- back then, they 9 divided Duke up into three divisions. They -- they had 10 the northern division, the central division, and the 11 southern division. The northern division was up there 12 at McGuire and the plants up above it. The central 13 division was Catawba, and then the southern division was 14 down here at Oconee. And if -- if the people at 15 Oconee -- northern division needed extra help, they 16 would send us up there to help and vice versa. If we 17 needed help, they would send the northern division down 18 here to work with us. So, you know, we was just all 19 over the place just depending on where -- the work. 20 Q. When -- when you say you were all over the 21 place and when you're talking about these divisions, 22 what -- what exactly are the divisions responsible for? 23 A. The plant -- the plant maintenance -- when -- 24 when this plant got running, we did the maintenance on 25 them. When they'd bring them down for a refuel and	Page 28 1 down there, replaced all the water wall tubes. 2 Q. Well -- so -- and we'll -- sorry. Was Ronnie 3 part of that boiler team with you? 4 A. Yes, sir, we was -- we was on the same crew 5 then. And -- 6 Q. How -- how did that work? How big was the 7 crew? 8 A. Well, it's like -- let me -- let me count on my 9 hand here. I forget. 10 Q. All right. 11 A. Luke Detting, Jay Austin, Ronnie, Galen Garren, 12 Charlie Bayle, Stacey Brown, David Deal, Chris Wilson, 13 Randy Quinn, and our supervisor. There's -- there was 14 nine workers and a supervisor. I'm saying ten people. 15 We had around ten people. 16 Q. And so you had the su- -- you had the 17 supervisor, and you had -- so I guess you had pipe 18 fitters and welders. 19 Any other crew, or was your crew basically 20 pipe fitters and welders? 21 A. Just pipe fitters and welders. Like half of 22 us -- like five of us, welders, and five of us, fitters. 23 Q. Okay. That makes sense. 24 A. It was -- 25 Q. So, first --
Page 27 1 outage, we would have to go from plant to plant. And 2 whatever -- whatever system was -- had wear or wore out 3 or needed work on it, when they bring the unit off-line, 4 they would send us in there to -- you know, like, the 5 pumps and the valves, if they wore out, we would go 6 there and cut it out and put a new one in. 7 Q. All right. So if I -- if I heard you 8 correctly, so you were basically based out of the Oconee 9 plant, but they were sending you around to the different 10 plants during outages? 11 A. Yes, sir. And, you know, we always did Duke 12 nuclear work out there. Whenever there was an outage at 13 the nuclear station, we supported that nuclear station 14 but in between the outages, if there wasn't nothing 15 going on at these nuclear stations, they'd send us to 16 coal-fired unit or -- fossil and coal fire, you know, 17 it's the same thing. Some people call them fossil units 18 because -- you know, coal or fossil fuel, coal burning. 19 Q. And so -- 20 A. But they had sent us to these coal-burning 21 stations. And we -- we had to do a lot of boiler work 22 mostly. You know, actually our crew was called the 23 boiler team at one time. We stayed down at the Lee 24 Steam Station. We worked down there for about 25 three years off and on, and they -- we done all boilers	Page 29 1 A. It was kind of -- it was kind of split up even, 2 you know, five welders, five fitters, or four fitters, 3 four welders, you know, depending on how big your team 4 was. 5 Q. Okay. So when you were, kind of, in between 6 the outages and you were doing maintenance to Oconee, 7 was there any specific area that you were assigned to or 8 did you work all over the plant? 9 A. We were -- we were -- say that question again. 10 I'm not sure I understood it. 11 Q. Sure. Ab- -- absolutely. And if you need me 12 to repeat anything at any point, just tell me. 13 A. Okay. 14 Q. So when you guys were at Oconee -- and I know 15 you're -- you're going around to different outages, but 16 when you're doing the maintenance at Oconee, kind of, in 17 between those outages, was there any specific part of 18 the Oconee plant you were assigned to or did you guys 19 just kind of do maintenance all over? 20 A. We did maintenance all over. It just depends 21 on where the work -- depended on what part of the plant 22 needed to be worked -- worked on. You know, like, we 23 might work in the auxiliary -- auxiliary building, or we 24 might be sent to the reactor building, or we might work 25 in the turbine building. It -- it just depends on what

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Page 30 1 was needed to be done or where at. 2 Q. Okay. And this -- this -- right now I'm 3 talking about -- so not -- not during the outages, just 4 your -- kind of your regular work. 5 What was your typical workday? Was it -- 6 did you work eight hours five days a week, or how -- how 7 many days, how many hours were you working? 8 A. Oh, gosh. Okay. Back then, we -- when we 9 first started out, we was on 40 hours a week, five 10 eight-hour days, unless -- unless a lot of -- if there 11 was a whole lot of work, then we had to work some 12 overtime. We -- we -- sometimes we'd work six or 13 seven days a week. We'd get overtime -- paid over time. 14 Basically -- basically, they tried to keep us held the 15 40 hours a week. 16 Q. Okay. 17 A. But then years later, they went to four 10-hour 18 day schedule. We worked 4/10's. 19 Q. Okay. Now, you -- you -- you mentioned 20 outages, and -- and you kind of explained it a little 21 bit, but can you just give me a little bit more of an 22 explanation of what exactly is an outage? 23 A. An outage is when they bring the plant down. 24 Like, the -- the nuclear stations, they will -- when 25 they bring these plants down, that's when they put the	Page 32 1 also? 2 A. Yes, sir. Yeah. Well, we -- we had to go to 3 all of them McGuire, Catawba, and Oconee. I mean, we 4 were working back and forth. And, like, I was based 5 down here at Oconee, and McGuire was about 150 miles. 6 So if they sent me up there to work, they gave us travel 7 expenses. You know, they pay for the motel and give us 8 travel vouchers to eat off of. So we got compensated 9 having to work out of town. 10 But when -- when we would go on these 11 outages, golly, we worked -- we worked seven -- 12 sometimes seven 12-hour days, seven -- you know, we'd 13 work seven days a week until they got -- they got this 14 thing back online. 15 Q. Okay. Now, as part -- as part of the -- the 16 maintenance at Oconee and -- and part of these outages, 17 what are some of the different types of equipment your 18 crew worked on? 19 A. Well, when we went -- when we went to these 20 fossil stations, coal-fired stations, we worked -- we 21 worked on the boilers. I remember one. Let's see. 22 Well, Lee Steam Station, they had a conde- -- a cool- -- 23 they had a cooling tower. A lot -- some of these fossil 24 stations didn't have cooling towers, but I remember 25 River Bend, they had -- I mean, that was old. That
Page 31 1 new fuel in. They would have to put those fuel pellets 2 in there because the old ones would be, I would say, 3 spent -- spent fuel. In other words, they -- they put 4 new cell -- fuel cells in there, and they would have to 5 change those, like, every year. So when they bring the 6 plant down when they're refueling, that's when we would 7 go over and work on all of these systems, replacing 8 anything that had wore out, valves that were leaking, 9 just anything. I mean, anything that needed to be done, 10 we'd go in there and do it while they were bringing it 11 down to refuel. 12 Q. Okay. And so -- and you've men- -- you already 13 mentioned Lee, but what -- do you remember some other 14 plants that you went and worked outages with Ronnie? 15 A. Oh, yeah. Wait, let's see. We -- we worked 16 main steam station, Marshall Steam Station, Allen, Buck. 17 We worked River Bend. And then some of them people -- I 18 never did go -- I know Ronnie went -- they sent the 19 welders there. They went to Belews Creek, Dan River. 20 They had to go up there and work on those plants, but I 21 didn't have to go to them two. I stayed at Oconee. 22 Q. Okay. 23 A. But I do remember them going to that -- to that 24 plant, Belews -- 25 Q. Earlier you mentioned you went to McGuire,	Page 33 1 plant was built back in the, I'm going to say, '40s or 2 early '50s. And that thing was made out of some kind of 3 wood. It was a dark-looking wood. It took them a long 4 time to, I guess, what you call it -- 5 Q. Okay. I'll -- I'll ask you a little bit more 6 about that in a minute. Right now I'm just -- just 7 generally trying to figure out all the -- the different 8 types of equipment that you guys worked on. 9 So I've got boilers, and I've got cooling 10 towers. I think I heard you say condensers in there 11 too. 12 A. Yes. And precipitators, we were -- they had 13 precipitators. We got to go in there and work on them. 14 They got these coal mills down in the basement, and 15 sometimes we would have to go in there and work on them 16 coal mills. We had to go in there and do some welding 17 on them. They had -- it seemed like they -- they had -- 18 they had these pulverizer things there to crush that 19 coal up. And sometimes they -- they get warped and we 20 have to go in there and -- in lay it and weld it was 21 build up. You know, you make it -- we -- we just have 22 to repair the warped places on them. 23 Q. Okay. 24 A. I -- I can remember doing that. And I'm 25 sitting here trying to remember. And they had some gas

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Page 34 1 turbines down at Lee Steam Station. They were 2 outside -- they was in a different building, and we ran 3 some jacketed pipe, and it carried hydrogen in there. 4 They used the hydrogen to fuel the generators, and we 5 had to run that pipe. We were piping them up in them 6 gas turbines. 7 And we also went down to -- one place I was 8 trying to remember. It was -- it was the -- they called 9 it Buzzards Roost, and it -- and they had gas turbines 10 in Buzzards Roost, and we had to go down there and 11 run -- run a bunch of fuel lines like I said. 12 Q. Okay. 13 A. We spent a -- we -- we spent a summer down 14 there doing that. And I can't remember the exact year. 15 But I do remember we stayed down there the whole summer. 16 We stayed at Greenwood, South Carolina. 17 Q. Okay. So I'd like -- like to break these -- 18 kind of run -- run through these different types of 19 equipment and how do you kind of -- walk me through 20 the -- the work you did on them. So -- so let's start 21 with the boilers. 22 When you were -- when you were sent to 23 different plants to work on boilers, what -- what were 24 you doing with them? 25 A. Okay. When we -- when we first go in there,	Page 36 1 between the door and the actual -- and the rest of the 2 boiler? 3 A. Yeah. Yeah. It had the insulation. Some of 4 them had that old black -- they called it the wrapping. 5 It -- it was like -- I guess I -- they would mix it up. 6 It's like a plaster stuff, and they put on some of that 7 stuff on the boiler. They call it a wrapping. 8 Q. Were you -- was -- was your crew responsible 9 for -- for removing that insulation from the boiler? 10 A. Well, yeah. Yeah. When we take them skins off 11 and the insulation, we just have to pull them -- pull 12 them and sit it out there on the grating or concrete 13 floor, depending on what level it was on. And then they 14 sent some crews in there to bag it up, take it, and 15 dispose it. And when they put that stuff back, they had 16 this new other stuff. They call it cerawool. It's a 17 ceramic insulation. It's a new -- some -- and I don't 18 really know what it was made of. But it was a -- it was 19 a real thick, white-looking, woolly-looking stuff 20 blanket, you know. 21 Q. Okay. So once -- once you got inside the 22 boiler, the -- you -- so you got the skin off, the 23 insulation off, what were -- what were you guys doing as 24 far as work within the boiler? 25 A. Okay. After we got the skin off, the
Page 35 1 the -- these boilers, it had -- it had a metal skin on 2 them. And they were -- some of them were bolted 3 together, but most of them was welded. They -- they -- 4 weld the skins on the boiler. And we would have to go 5 up there and grind it or cut it and take them skins off. 6 Some of them had little bolts. They had little bolts 7 inside, and we unbolt it. It depended on how -- how old 8 the bolt was and what was design it was. Different 9 companies made these things. 10 We -- we had to take -- cut bolts off. 11 Some of them bolts and cut some of them skins off. 12 And -- or we would take a big grinder, what they call a 13 cut- -- a cut-off saw, it was like a carbide -- carb 14 running blade that would cut them skins. And it had 15 a -- it had all that old crumbling insulation behind 16 them, you know. You would be cutting that stuff off, 17 and that -- and that cut, I told you, would blow off, 18 and that -- you know how they were. And that stuff 19 would be stirring that stuff off, and you can see 20 anything blowing about. It -- it was just really nasty 21 and dusty. That's all I can say about that, you know. 22 Q. Okay. So once -- once you had that skin of the 23 boiler cuff off or unbolted and removed -- I want to ask 24 you this, the boilers that had the bolts, so kind of -- 25 kind of the door on it, was there any material in	Page 37 1 insulation stuff out of the way and all that, you had a 2 bunch of wall -- water wall tube. They all run 3 (inaudible). Most of it was like an inch and a quarter, 4 inch and a half. Some were around that diameter, and 5 some of the older boilers had like a 2-inch water wall 6 tube. And we had to go in there and take that cuff-off 7 tool, and we had to cut a -- to start off, we had to cut 8 a big old square like a hole so we could get inside the 9 boiler. And they would go in there and they build 10 scaffolds, whatever they need to do. And we would have 11 to cut them sections of tubes out. Oh, golly, those 12 things would be 40-foot long, and we would have to go 13 there and take a (inaudible) tool and -- to make a long 14 story short, 2 pounds like this and they might be, I 15 don't know, three-foot wide. They had (inaudible), and 16 we would have to go in there and start a new 17 (inaudible), and then they bring them together, and the 18 welders would come and cut them all together and they 19 would have to come in there and weld all the way around 20 each one of these. They had to go all the way to the 21 top and weld around them. And they would have to have a 22 welder inside the boiler and one on the outside to get 23 all around that tube. 24 Q. Okay. How -- how long did a typical job like 25 that take to -- to get into the boiler and -- and -- and

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Page 38 1 redo the tubes? 2 A. Oh, gosh. It depends -- well, it depends on -- 3 it depends on how many tubes wore out, how big the 4 boiler was. I remember, at Lee Steam Station, we -- we 5 stayed down there about -- it took us about three months 6 to do that one boiler. And, you know, we had day shift 7 and night shift working on there. We had two shifts 8 working on there. And it -- I remember it was in the 9 summertime. It was real hot. We stayed down -- we 10 stayed down there all summer working on that. 11 Q. Okay. Did you -- when you guys were doing the 12 main- -- maintenance on the boilers, did you work on any 13 of the pumps or other equipment associated with the 14 boilers, also? 15 A. We did, you know. They -- they had had -- you 16 know, sometimes they would bring another crew in there. 17 It wasn't our crew. It would be a different crew. But 18 they might be working on the pump over here or a valve 19 over here. You know, we would be up there working on 20 them boiler tubes and stuff, you know. And there might 21 be somebody -- 22 Q. How -- 23 A. -- working up above you on another floor, you 24 know. (Inaudible) -- 25 Q. And how -- how far away would -- would you and	Page 40 1 Q. Yeah. 2 All right. So as -- as far as the boilers, 3 do you -- do you remember the -- the manufacturers of 4 any of the boilers that you and Ronnie worked with 5 during your time at Duke? 6 A. (Inaudible). I can remember the condensers, 7 skimming at the bottom, and there was -- they had brass, 8 like, name plates on them. I can remember seeing Foster 9 Wheeler. It seemed like it was Foster Wheeler. 10 Q. All right. Do you remember any of the other 11 manufacturers of the boilers that you guys worked on? 12 ALL DEFENDANTS: Object to form. 13 THE WITNESS: I'm thinking about AO -- AO 14 Smith. 15 Q. (BY MR. HUMEN) Okay. 16 A. I can remember seeing that name. It seemed 17 like it was AO or OA Smith. 18 Q. Do you remem- -- do you remember any other 19 manufacturers that -- that you and Ronnie worked on? 20 A. It's been a while. It's hard to remember that 21 stuff. 22 Q. I understand. 23 Do you know if you -- do you -- do you 24 recall if you and Ronnie ever worked on any boilers made 25 by a company named Riley and Riley Stoker?
Page 39 1 Ronnie be from those guys that were working on the -- 2 sorry, I didn't mean to cut you off. 3 How -- how far away would you and Ronnie be 4 from those guys working on the pumps and the valves 5 while you're doing the boiler work? 6 A. Well, I would say we might be 30 feet, we might 7 be 15 feet, or they might be up on two stories up above 8 us, you know, two floors up. And they got grating. I 9 don't know if you've been on one of these plants, but 10 they had metal grating around that boiler. When you go 11 upstairs -- they had stairs that went up to each level, 12 and then they had an elevator to go up, too. You get on 13 the elevator to go up and come down the stairs. You 14 had -- well, you had people working up above you, down 15 below you. 16 I remember they -- actually, I'm coming 17 there to make a -- I've seen them take an air hose. 18 This boiler got stuck, and they (inaudible) dust and 19 stuff. They're all blowing, and they had to get in 20 there and work. I've seen them take the air hose and 21 blow that stuff out of the way, and it just -- you get 22 back there, it was like snow. Actually, you know, 23 they're all around the air. You know, back then, you 24 know, we didn't know -- we didn't know it was hurting 25 us. You know, they --	Page 41 1 A. No, that doesn't ring a bell. 2 Q. Okay. What about, do you know if you and 3 Ronnie ever worked on any boilers made by a company 4 called American Standard? 5 A. That -- that maybe sounds awful familiar. 6 American Standard, I -- for some reason, I can remember 7 that name, but I can't be 100 percent sure. But it 8 just -- it just sounds familiar. That -- that name 9 sounds familiar. 10 Q. Okay. What about, do you know if you and 11 Ronnie ever worked in any boilers made by a company 12 called Erie City? 13 ALL DEFENDANTS: Objection to form. 14 THE WITNESS: That -- that name sounds 15 awful familiar, too, E-r-i-e. I can remember -- I can 16 remember seeing that name on that. 17 Q. (BY MR. HUMEN) When you and Ronnie were doing 18 this boiler work, did you guys ever wear any type of 19 mask or respiratory protection? 20 A. No, not back then. Not until years later. 21 They trained us on asbestos years later. But, no, we 22 didn't even wear dust masks or nothing back then. 23 Q. Okay. Did you ever -- when you were doing 24 this -- this boiler work, did you ever see any warnings 25 on any of the boilers telling you that asbestos is

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Page 42 1 dangerous? 2 A. No, sir. 3 Q. Now, shift- -- shifting a little bit, you 4 mentioned -- you mentioned some turbines that you guys 5 worked on. I think you mentioned some tur- -- some gas 6 turbines at Lee and some gas turbines at Buzzards Roost. 7 What -- what kind of work did you do on 8 those turbines? 9 A. Well, we -- we just ran the fuel lines through 10 them, and it -- it was -- it smelled like diesel fuel. 11 They had these big old pumps, and it was loaded with 12 kerosene or gas fuel. It smelled -- it smelled like it 13 was kerosene or diesel fuel. But the -- the lines -- it 14 let's see, they went in there and they replaced them 15 lines and they done that for a reason, EPA or something, 16 maybe. But they were underground. They made them -- 17 they made us put -- they made them put them above 18 ground, I guess, in case they ever got a leak or 19 something, you know, the -- that jet fuel or diesel 20 fuel, it wouldn't get down into the groundwater or, you 21 know, contaminate the ground. So they -- they made us 22 put them -- they ran them up above ground. Seemed like, 23 golly, it was about eight -- eight beside each other. 24 They built, like, a concrete trench, and they had little 25 hanger, and we had to put them things up above ground	Page 44 1 trying to think of -- a lube oil system. The lube oil 2 system went through the bearings from the generator. 3 That's what lubricated it and it had just like -- I 4 guess you might say some kind of real high-tech motor 5 oil in it, and we had to go in there and redo some of 6 that lube oil system. We had to run -- we had to go and 7 take the old piping out and put a new one in. 8 Q. When you say -- when you say they -- they had 9 the turbine opened up, who are you talking about? 10 A. The turbine crew. They was -- it was during 11 the outage. And that was at Oconee. Everybody was 12 working on that lube oil system then. And it was down 13 underneath the turbine, and they got some grating out 14 there, and we was out there cutting that pipe out. And 15 me and Jay was working -- 16 Q. So the turbine -- 17 A. -- down there. 18 Q. The turbine crew was -- the turbine crew was 19 working on the turbine while you guys were underneath 20 them? 21 A. Yes, sir. 22 Q. Was that -- was -- was the work that you're 23 doing inside the turbine, was that -- was that dusty or 24 did that create any kind of dust? 25 A. Oh, yeah. Like, they were -- they were in
Page 43 1 they run them all the way from the turbine building out 2 to the plants where they stored the fuel at. 3 Q. Were those -- were those turbines that you were 4 hanging up, were they insulated? 5 A. That, I can't remember, because we did -- we -- 6 I -- I can't remember if they were or not insulated. 7 Q. Okay. Fair -- fair enough. 8 To -- to pipe them up, did the turbines 9 have to be opened up or did you just connect the piping 10 to the outside? 11 A. Most of them, we just hooked up to the outside. 12 Now, we -- we have worked on the -- at the nuclear 13 stations they had them turbines stored all the way 14 apart, you know. They'd send that turbine crew in there 15 and they'd pull them seals off and they'd be in there 16 working on them. And we had to go in there one time and 17 run some -- I'm was trying to think what's that time. 18 They used hydrogen to cool the generators, but we had to 19 go in there and run some new pipe into that, and they -- 20 but the -- let's see. The generator would be here, and 21 the turbine was hooked up to it, and they had them 22 turbines stored apart, and they're down there underneath 23 it working, running that -- I can't remember what that 24 system was called. I remember hydrogen. Oh, yeah, then 25 they had a lube oil [sic] system. That's what I was	Page 45 1 construction. There was nothing but dust. I mean, 2 people was up there grinding and beating. 3 Q. Right -- right now -- right -- right now I'm 4 kind of focusing on that -- that -- that work you were 5 doing underneath the turbine. 6 A. Okay. 7 Q. Was that work that the turbine crew was doing, 8 opening up the turbine -- I guess, were the turbines 9 insulated in Oconee, do you recall? 10 A. Yeah. They -- yeah. They're underneath that 11 shell. They got insulation. They had, like, blankets 12 that went over -- they had to take them big insulation 13 blankets off and they had to go over there, and they 14 would stack them over in the corner somewhere. 15 Q. Were you -- were you -- were you and Ronnie 16 working in the same area when they were taking apart the 17 turbine? 18 A. Yeah, sometimes we were, yeah. I ain't -- I 19 ain't saying 100 percent of the time, but, yeah, a lot 20 of times, we -- we would go in there and they would be 21 taking the different parts of the turbine apart. 22 Q. Did -- did taking that insulation off and 23 taking the turbines apart, did that -- did that create 24 any kind of dust? 25 A. Oh, yeah, yeah. Yeah, because that -- you

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Page 46 1 know, everything in -- you know, everything in those 2 plants is dusty. I mean, you can't help but not to be, 3 you know -- a lot of the tools and stuff that we used 4 back then were pneumatic tools. In other words, you had 5 to run the airline to, you know, use compressed air to 6 run those grinders and stuff and, like, you know -- and 7 the exhaust coming off of them, the air coming out of 8 them, you know, it -- it was blowing, so anything in 9 there was just blowing up in the air. 10 Q. Were -- when you were working around those -- 11 A. Well, you know it was getting dusty because at 12 the end of the day, you come up there and your coveralls 13 would be covered with dust. I mean, we just take our 14 air hose and blow ourselves off. That's what we do, you 15 know. 16 Q. When you guys were working around those 17 turbines being opened up, did you ever wear any kind of 18 masks or respiratory protection? 19 A. No, sir. 20 Q. Okay. 21 A. Nope. 22 Q. Okay. So mo- -- moving on a little bit, did -- 23 did you and Ronnie ever do any work with any kind of 24 valves? 25 A. They had their own valve crew that take -- kind	Page 48 1 valve? 2 A. Yes, sir, some of them were flange valve. 3 Q. Okay. So once -- once the -- the valve was 4 unbolted, was there anything, I guess, between the valve 5 and -- and the pipe that you guys had to work on? 6 A. Yeah. They had -- they had -- they had a 7 gasket. Those flanges, some of them were raised base 8 flanges. Some of them were flat based, but, yeah, they 9 had gaskets in there between it. And we would had to 10 take them gaskets off and clean that plates, and 11 sometimes that gasket material would be stuck to it, and 12 we would to take a pneumatic -- pneumatic grinder with a 13 brush about that big -- a wire brush, and we would have 14 to go in there and clean that flange surface and get 15 all -- because it had to be clean, you know, before you 16 can reassemble it again. 17 Q. Okay. And using that wire brush on the -- on 18 the old gasket material, did that create any kind of 19 dust? 20 A. Oh, I'm sure, it did. You know, you -- you -- 21 so you got all white gasket, a little piece of that 22 white gasket, because it was stuck to it, you know. We 23 would have to take a scraper or some kind and you -- you 24 would scrape all you could off of that gasket with a 25 scraper. And then the -- the little bit that was still
Page 47 1 of take them valves apart, and we had to weld them into 2 the system. But most -- of the valves and if they had 3 flanges on them. Some of them valves had flanges moved 4 in and had studs going through it, and you would have to 5 go break those nuts on the studs and then separate them 6 flanges and remove the valve out there. 7 Q. All right. So if I heard you correctly, 8 then -- then pipe fitters and welders were -- were in 9 charge of taking the valves out of the lines, but you 10 guys didn't actually do the work on the valves. 11 Did I hear that right? 12 A. Not -- not on the inside. Not on the -- 13 depending on what kind of valve it was, if it was a gate 14 valve or closed valve. Them valve crews would come in 15 to disassemble valves. They put -- they had to put new 16 sleeves and stuff in there. And sometimes they would 17 have to put new packing around the stem where it was 18 leaking, but the valve crew done all of that stuff 19 there. We didn't. 20 Q. Okay. So, first -- we'll -- we'll -- we'll 21 talk about what they did in the valves in just a second. 22 So, first, to -- to take it out of the 23 line, you mentioned un- -- unbolting the valve out of 24 the line. 25 Would that -- would that be with a flange	Page 49 1 stuck to it, you would have to take that wire brush and 2 get it off. 3 Q. Okay. 4 A. And that was a certain -- a certain amount of 5 dust. 6 Q. Did you do -- did you -- did you and Ronnie 7 breathe that dust from scraping -- from scraping off the 8 gaskets? 9 ALL DEFENDANTS: Object to form. 10 THE WITNESS: Well, I'm sure, we had. I 11 mean, we was working on it. We couldn't help but not 12 to. 13 Q. (BY MR. HUMEN) Do you know what those gaskets 14 were made out of? 15 A. Well, year -- at that time, we didn't. But 16 years later, we came to find out they -- they -- some of 17 them were asbestos. I -- I remember the names of them 18 gaskets. And we were trained later and some of them had 19 asbestos in 'em. We used Garlock gaskets, Spiral 20 Wound -- spiral wound, door lock -- some of them 21 gaskets, I remember they were white, and some of them 22 were blue in color, kind of a bluish color gasket. I 23 was trying to remember. Golly, I can't remember right 24 off the top of my head. There's another gasket. I do 25 remember Garlock, and I do remember --

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Page 50 1 Q. Okay. 2 A. -- spiral wound. 3 Q. Now, you -- you -- you said the ones -- so you 4 guys got the valve out of the line, and then there was a 5 different crew that was responsible for the actual work; 6 right? 7 A. Yeah, on -- on the valve. 8 Q. Where -- where did they -- where did they do 9 the -- where did the valve crew do, I guess, the 10 maintenance on the valve? 11 A. Say that question again, please. 12 Q. Sure. 13 Where -- where -- where did the valve crew 14 do the actual maintenance on the valve? Was it just 15 right -- right there by the line, or was there a 16 separate maintenance area they took the valves to? 17 A. Some of them, they -- some of them, they take 18 the valve out. They take it to a valve shop to work on 19 it, but some of them, they had to do them in position, 20 you know. They -- they take -- like, if it was a check 21 valve or something, they would have to take the bolts 22 off the top of it and pull that head off, and they -- 23 they had a swing check in it. And they -- they would be 24 up on the scaffold or something, above you or down below 25 you working on it. You know, it just depends on	Page 52 1 that top off, it can go anywhere, you know -- 2 Q. Okay. 3 A. -- because it's exposed to the atmosphere then. 4 And so is an open system. 5 Q. All right. You -- you also -- you also 6 mentioned packing in the valves and seeing some of that 7 replaced. 8 How did -- how did the valve crew replace 9 the packing? What did -- what kind of tool did they 10 use? 11 A. They had to pack them up -- just think of -- 12 just think of it like this, I guess it's the easiest way 13 I can explain it, like, your water spigot outside. You 14 got that little knob you turn to open it up. Then you 15 turn it to close it. You got steam, and then you got 16 a -- a nut down here, and if you break that nut and take 17 it apart, pull it, or there's packing in there. That's 18 what keeps the liquid or the steam or whatever 19 contained. That's what keeps it contained inside that 20 valve, the packing, and they had a packing gland in 21 there. And they had to -- they had to come in there on 22 those outages and re-pack -- replace that packing. And 23 a lot of them valves, they had to do it in position. 24 You know, they didn't take the whole valve out, you 25 know. Yeah, they put that -- those packing glands in
Page 51 1 where -- where it was at. 2 Q. Okay. Did you ever -- 3 A. Huh -- 4 Q. Did you ever see any of the -- the valve crew 5 or the valve guys remove any internal gaskets from the 6 valves? 7 A. Yeah, yeah, yeah. Well, just like a check 8 valve, when they -- when they pull that top cover off, 9 there was a gasket in between it. So I guess you might 10 say that was internal. 11 Q. Okay. And how did -- how did they go about 12 removing that gasket? 13 A. Well, I'm assuming they -- they had had to go 14 the same way we did them flanges. They would have -- 15 well, they had to scrape it off with a wire brush and 16 clean it and put it back together. 17 Q. All right. And when -- and when they were 18 doing that, did that create any conditions in the air? 19 A. Well, I'm sure they did. I mean, any -- any 20 time you -- any time you mess with something -- or, you 21 know, when -- when all that stuff is inside that 22 valve -- just think of it like a -- like a can of 23 Campbell Soup. Okay. Before you take that can opener 24 and open that can up, you take that can and shake it or 25 everything, everything is contained, but once you got	Page 53 1 there. 2 Q. And so what did -- what did they use to 3 actually take out the old packing? 4 A. They had -- they had a -- you know, a packing 5 pole, and it looked like a -- basically, it looked like 6 a big corkscrew. 7 You know corkscrew, like, you open a wine 8 bottle with? 9 Q. Yes, sir. 10 A. Well, they had a tote, and it had, like, a 11 corkscrew on it, and it had a tail handle on it. And 12 they'd stick it down that packing gland, and they twist 13 it. And that corkscrew would go down into that packing 14 material, and then they pull it out. 15 And -- and a lot of them, you know, they 16 had about six great rings to that packing that went in 17 there. You know, they put one ring in there, and then 18 they can put another one in there. And they had to 19 stager the -- where -- where those little packing glands 20 come together. When they cut them, they had to stager 21 them joints. You know, that's what caused it not to 22 leak. And they -- they put them things in there. I 23 mean, they take -- they take a little -- like a brass 24 screw. I don't know what it's called. And they take 25 them out and they pack it down in there. Then when they

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Page 54 1 get to the top one. The packing gland and press it -- 2 and press it all together, and it made like a tight seal 3 all the way down to that packing gland. 4 Q. When they were -- when they were pulling out 5 the old packing, did that create any kind of conditions 6 in the air that you can see? 7 A. I can't -- I can't -- I can't recall if there 8 were. I -- I ain't going to say it didn't. But -- 9 Q. Well, fair enough. 10 And how -- how far away were you and Ronnie 11 from these valves when the maintenance was being 12 performed? 13 A. Well, we -- it depends on where he was at and 14 what he's doing. Like I said, you had people working 15 above you, down below you, and to the side of you. 16 Well -- 17 Q. Okay. 18 A. It's hard to say. I mean, I can't -- I can't 19 put an exact time frame -- or measurement on that. 20 Q. That's fair. 21 Do you remember who made any of the valves 22 that you and Ronnie worked either on or around at the 23 different Duke plants? 24 A. Let me see. Velan, V-e-l-a-n. I think that 25 would be Velan.	Page 56 1 called Fisher? 2 ALL DEFENDANTS: Object to form. 3 THE WITNESS: Yeah. That -- that sounds 4 familiar. We worked around a bunch of those Fisher 5 valves. Yeah, that was the one that I was trying to 6 think of a while ago, Fisher. We -- we had done a bunch 7 of Fisher valves. 8 Q. (BY MR. HUMEN) Do you remember if you ever -- 9 A. And there's one more valve, but I can't think 10 of the -- I'll think of it here in a little bit. 11 Q. Okay. Do you remember if you and Ronnie ever 12 worked on or around valves made by a company called 13 Hoke, H-o-k-e? 14 A. Yeah. I remember that. I remember that, Hoke. 15 They were Hoke valves in some of those old -- older 16 plants. It seemed like they were -- I'm -- I'm trying 17 to say Hoke was at Buck Steam Station and Lee. It 18 seemed like I've seen that Hoke on some of them valves. 19 Q. Okay. 20 A. I remember that name, H-o-k-e. I can say that 21 right now. 22 Q. What about, do you remember if you ever worked 23 on any -- on or around any valves made by a company 24 called Grinnell? 25 A. Yeah, yeah. Now, Grinnell made -- Grinnell --
Page 55 1 Q. Okay. 2 A. Anchor/Darling, those are valves. Kerotest. 3 Q. All right. Any other valves you can remember 4 the -- who made them? 5 A. Worthington. It seemed like Worthington was -- 6 was one of them. It was a big old valve. I remember it 7 was the one in fossil stations. W-o-r-t-h-i-n-g-t-o-n, 8 Worthington. I'm trying to think here now. I can say 9 we -- we had done a bunch of them valves, and I -- I can 10 say -- 11 Q. Do you remember if you ever worked on -- either 12 worked on or around any valves made by a company called 13 Crane? 14 A. Yeah. I remember that name Crane. Yep, they 15 were big valves. Crane most of it. 16 Q. Okay. What about -- what about by a company 17 named Crosby? 18 A. Yeah, I -- I remember that name. 19 Q. Do you remember if you and Ronnie worked either 20 on or around valves made by a company called Edward? 21 A. Say that again, sir. 22 Q. Edward? 23 A. Edward. No, that doesn't -- that doesn't ring 24 a bell with me. 25 Q. Okay. What about -- what about by a company	Page 57 1 Grinnell made a lot of the pipe hangers and spring 2 hangers and stuff. I had these pipe -- main steam lines 3 and stuff up. They had a bunch of spring cans, hangers. 4 And they all had Grinnell written on -- you know, 5 Grinnell had a lot of stuff on all these plants. I -- I 6 remember Grinnell was just at about every plant I worked 7 at. 8 Q. Okay. 9 A. In fact, Grinnell was a (inaudible). 10 Q. And, George, how -- I guess, how often during 11 all these maintenance were -- were you and Ronnie either 12 removing valves from lines and working around valve 13 maintenance? 14 ALL DEFENDANTS: Object to form. 15 THE WITNESS: Well, during -- during the 16 outages. I would say every outage. I mean, they 17 were -- e- -- every outage we ever worked in, I mean, 18 they was doing valve work, you know. That was part of 19 the job. So -- 20 Q. Okay. 21 A. We might not be directly working on the valve, 22 but they had the valve crews in there working, and if we 23 was in that room doing some -- some kind of work, they 24 had sent the valve crew in there, then we had to work 25 around each other.

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Page 58 1 Q. (BY MR. HUMEN) Did you ever wear any kind of 2 masks or respiratory protection when you were working 3 either on or around valve maintenance? 4 A. No, no, no. Back in -- not -- not -- not until 5 they trained us on asbestos, and then most of the 6 time -- I will -- I will rephrase that. Most of the 7 time we wore respirator was radiologically. 8 Q. And that's for -- for the radiation in the 9 nuclear plants? 10 A. Yes, sir. I mean, that's -- that's mostly when 11 we wore respirator. Then we used to have to wear them a 12 lot when we was working around contamination around 13 radiation. But, no, back in the old days or early 14 years, we didn't wear nothing. I mean, we might take a 15 bandanna or a rag and tie it around -- I mean, just 16 trying to keep from breathing some of that stuff. We 17 didn't have -- they didn't supply us with respirator 18 back then. 19 Q. Did you ever see any kind of war- -- 20 A. As a mat- -- you know, as a matter of fact, we 21 weren't trained to wear a respirator back during 22 construction. 23 Q. Did you ever see any kind of warnings on any of 24 the valves that asbestos is dangerous? 25 A. No, no. Now, year -- now, years later, when	Page 60 1 are about 25 years too late on training us on it." I 2 said, "We've been working on it 25 years." And I never 3 did hear anything more about that. 4 Q. Okay. George, we've been going a little -- a 5 little over an hour. I'm thinking, if it sounds good to 6 you, we'll do maybe like a five-minute break, just to 7 let you stretch your legs for a minute. 8 A. Yeah, that -- that would be good. I might need 9 to go -- yeah, let's do that five minutes. I'll go get 10 me some water, and -- 11 Q. Perfect. Yeah. So (inaudible) -- 12 A. (Inaudible) have it on because I'm -- I'm 13 scared if I cut it off, it might not (inaudible). 14 Q. Sure. I got that. That sounds good. So 15 let's -- we can go off the record, and we'll do -- we'll 16 do just a little short break. 17 THE VIDEOGRAPHER: We're off at 9:14 a.m. 18 (Break taken from 9:14 a.m. to 9:22 a.m.) 19 THE VIDEOGRAPHER: Back on at 9:22. 20 MR. HUMEN: All right. Andy, do you want 21 to go ahead? 22 ALL DEFENDANTS: Yeah. 23 This is Andy Rogers. I just wanted to 24 place on the record that this deposition is being taken 25 pursuant to the South Carolina Rules of Civil Procedure.
Page 59 1 they started this asbestos program, they started 2 (inaudible) and stuff, they would come in there and they 3 would take us -- they took a little cordless drill that 4 may have a little -- it's like a (inaudible). And that 5 would go over there and drill through the insulation. 6 And they would pick a -- they would pull a plug out, a 7 little sampling, and they would send that sample to the 8 lab and they'd analyze it. And they would come back and 9 if it had asbestos in there, they would put tags on it 10 that said, "This insulation contains asbestos." But I 11 was (inaudible). I can't remember the year they came 12 out with asbestos. 13 Q. When you say -- when you say they're doing 14 that, are you talking about Duke? 15 A. Yes. They brought an outside company in to 16 train us on asbestos. I can't remember what the name of 17 that company was. But I do remember -- I do remember 18 this, they had a questionnaire. After we took that 19 asbestos training, we was going to (inaudible). And 20 they said, "What do you think about this training? Did 21 you" -- "what did you gather from this training? Did 22 you find it to be useful?" They asked several 23 questions. I said, "Yeah it was a very good" -- "a lot 24 of knowledgeable stuff." But I said, "I learned a lot 25 of stuff and all that." I said, "Also, I think y'all	Page 61 1 And also, that no defendant is waiving any defense 2 including personal jurisdiction by appearing for the 3 deposition today. Thanks. 4 MR. HUMEN: That's right. 5 Q. (BY MR. HUMEN) All right. George, let's pick 6 up where we left off. We just finished talking about 7 valves, and now I want to shift and talk about pumps a 8 little bit. 9 And as part of your work do- -- doing 10 maintenance at different Duke plants, did you ever do 11 any work with pumps? 12 A. Yes. The reactor cooling pumps, we -- we had 13 to go in there and help them pull them pumps out during 14 (inaudible). I worked on -- let's see. We worked on 15 them at Oconee and Catawba. I never did have to do any 16 of those at McGuire. I do remember doing it at Oconee 17 and Catawba plant. 18 Q. Okay. And what kind of work did you do on the 19 reactor cooling pumps? 20 A. Well, we had to go in there and break the 21 flanges loose, unbolt the flanges and stuff. And 22 they -- they pulled the pump out, and they sent it to 23 the -- they -- they sent -- they -- they took them out 24 and lowered them down to the basement of the reactor 25 building. They eventually took them out of the

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Page 62 1 building, and they had a spare pump. They would take 2 that old pump out, and they would take it to the 3 maintenance shop somewhere, and they would rebuild it. 4 And they would send us another pump in there, and 5 they -- they -- they just kind of swamp (inaudible). 6 You know, they -- they will rebuild the pumps and reuse 7 them again. They would just put the components back in. 8 But we didn't do that. We just helped take them out and 9 helped them bolt the new one back in when they 10 (inaudible). 11 Q. And when -- when you helped take it out, who 12 was responsible for removing the gaskets from the 13 flanges? 14 A. Well, I guess we were. We unbolt them and 15 everything. 16 Q. And how did you -- how did you go about -- did 17 you -- I guess what I'm asking, walk me through how you 18 removed the gaskets from those flanges. Would it be the 19 same as you already described for the valves? 20 A. Yes, yes. I mean, there's no other way you can 21 do it. 22 Q. Yeah. 23 Are the -- are those reactor coolant pumps 24 the only ones that you took out of lines, or were you 25 doing -- removing pumps from lines as part of general	Page 64 1 insulation before we got down there. 2 Q. Okay. 3 A. I don't remember seeing any on that, to be 4 honest with you. I can't -- I can't recall any 5 insulation being on that. 6 Q. Other -- so other than the -- so you mentioned 7 the feed water pump turbines at Oconee, and you 8 mentioned the reactor cooling pumps at Oconee and 9 Catawba. 10 Were there -- were there other pumps 11 that -- that you guys were responsible for pulling out 12 of lines as part of maintenance? 13 A. No. No, I can't -- 14 Q. Were you guys ever around -- who -- who for 15 Duke was responsible for maintenance on the pumps? 16 A. They -- they had -- they had their own pump 17 crew. 18 Q. Were you -- were you and Ronnie ever around the 19 pump crew while they were working on pumps? 20 A. Yeah, yeah. They -- they pulled those things 21 apart. Yeah, we -- we -- we've been -- we -- we'd be 22 somewhere in the vicinity of it. 23 Q. Okay. What -- what kind of work did you see 24 them performing on pumps? 25 A. They had taken them turbines out of them, you
Page 63 1 maintenance, too? 2 A. Well, let's see. At Oconee, it was a feed 3 water pump turbine. And it had an exhaust coming off of 4 it. Our crew, and Ronnie was on that crew, too, we had 5 to take -- cut that ductwork off, and we had to cut it 6 out. And we flanged it and put it back together and 7 take it back off so the system would be a lot easier. 8 But they disassembled that pump, and they was working on 9 it while we was do- -- while we were cutting that 10 (inaudible) out. So -- 11 Q. Okay. And that was the feed water pump at 12 Oconee? 13 A. Yes, feedwa- -- it was called a feed water pump 14 turbine. 15 Q. Okay. 16 A. It -- it was a turbine-driven pump. It worked 17 off of a -- 18 Q. Do you remember who made that pump? 19 A. No, sir, I don't. 20 Q. Okay. Do you -- were -- were those pumps 21 insulated? 22 A. I can't be -- I can't be 100 percent sure on 23 that. I -- 24 Q. Okay. 25 A. If it was, they had already removed the	Page 65 1 now. And, like, they had -- I guess a part of the 2 turbine there was called an monpillars [sic]. They call 3 it monpillars. They pulled them monpillars out. And 4 they have to put new bearings in them sometimes, 5 bearings. That wasn't my ex- -- that wasn't my 6 expertise, whatever you want to call it. I never did 7 work on those pumps. I would see them going in and 8 they're putting new bearings in them or new internals. 9 They -- I know (inaudible) pump part. They called it a 10 monpillar. 11 Q. All right. Did you ever see the -- the pump 12 crew having to remove -- remove any internal gaskets 13 from any of the pumps? 14 A. Well, I'm sure they did. But, you know, I 15 just -- I didn't -- I didn't have to help with any of 16 that. But I'm sure -- I'm sure, you know, if they had 17 gaskets in there, they had to remove them to do what 18 work they had to do on it. 19 Q. Did you see -- did you ever see any of the pump 20 crew replacing any packing on any of the pumps? 21 A. Yeah. They -- yeah. They -- yeah, I remember 22 at the reactor pump, they had to put a -- I -- I don't 23 know what they call it. It was a big old round thing 24 that as time went by, it started leaking. They had to 25 go in there. I can't remember what it was. That was

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Page 66 1 some kind of packing they put in that thing. 2 Q. If I -- if I were to have you walk me through 3 changing out the packing in a pump, would -- would it be 4 any different than changing out the packing in a valve? 5 A. It would be pretty -- it would be -- it would 6 be pretty similar, I guess you might say. 7 Q. Okay. Do you recall -- 8 A. I got a (inaudible) -- 9 Q. Do you recall the manufacturers of any of the 10 pumps that -- that you and Ronnie either worked on or 11 around while you were doing maintenance at Duke? 12 A. Say -- say that again, sir. 13 Q. Do you -- do you remember who made any of the 14 pumps that you and Ronnie either worked on or around 15 while you were doing maintenance at Duke? 16 A. It seemed like Honeywell. 17 Q. Okay. 18 A. Ingersoll Rand, I can remember that name. I 19 remember seeing Siemens, I think. Was it Siemens? Oh, 20 Gould -- Gould, G-o-u-l-d, Gould. 21 Q. Okay. 22 A. I remember that name Gould. Honeywell. That's 23 about all I can remember there. 24 Q. Do you remember if you ever worked either on or 25 around any pumps made by a company called Buffalo?	Page 68 1 THE WITNESS: DeLaval, is that how you said 2 that? That name -- that sounds familiar. 3 Q. (BY MR. HUMEN) Do you remember if you and 4 Ronnie ever worked on or around any pumps by a company 5 called Gnash? 6 A. No. No. No, that doesn't ring a bell to me. 7 That DeLaval -- that DeLaval, that -- that 8 rings a bell in my head. I assume -- DeLaval, that 9 might be -- DeLaval, that might be the one that made 10 that feed water pump turbine. 11 Q. Okay. 12 A. And I'm thinking -- for some reason, that rings 13 a bell. It seemed like that's who made that thing. 14 Q. Okay. Do you -- do you remember if you and 15 Ronnie ever worked on or around any pumps by a company 16 called Viking? 17 ALL DEFENDANTS: Objection to form. 18 THE WITNESS: Viking -- Viking -- Viking, 19 that name sounds familiar with me, but you're looking 20 back 30 years, too. I'm trying to remember. 21 Q. (BY MR. HUMEN) I understand. 22 A. I can't be 100 percent cer- -- positive to 23 that. But that name -- 24 Q. Okay. 25 A. That name sounds familiar, Viking, yes.
Page 67 1 A. Yeah, I -- I remember that name. I remem- -- 2 ALL DEFENDANTS: Objection to form. 3 THE WITNESS: Yes, I can remember that name 4 Buffalo. 5 Q. (BY MR. HUMEN) Do you remember if you have -- 6 you and Ronnie ever worked on or around any pumps made 7 by a company called Byron Jackson? 8 A. No, sir, that does not ring a bell to me. 9 Q. Okay. What about a company called Aurora? 10 A. Aurora. For some reason, that -- for some 11 reason, that strikes a -- I don't know that -- that name 12 just sounds like it might be familiar, Aurora. 13 Q. Okay. Do you remember if you ever -- you and 14 Ronnie ever worked on or around any pumps made by a 15 company called Durco? 16 A. Yeah, I can't re- -- I -- I don't remember that 17 name Durco. 18 Q. What about a company called Bell & Gossett? 19 A. I remember that name Bell, B-e-l-l. 20 Q. Okay. What about a company called DeLaval? 21 ALL DEFENDANTS: Object to form. 22 THE WITNESS: Spell that -- spell that 23 name. 24 Q. (BY MR. HUMEN) D-e-l-a-v-a-l. 25 ALL DEFENDANTS: Same objection.	Page 69 1 Q. When -- how often were you -- were you and 2 Ronnie either doing work on or, I guess, around pump 3 maintenance during these outages and when you guys were 4 doing maintenance? 5 ALL DEFENDANTS: Object to form. 6 THE WITNESS: Actually, every outage. 7 Because e- -- every outage, I mean, they was doing pump 8 work, turbine work. I mean, they -- they -- they was 9 doing that same work, I mean, every outage. I mean, 10 they -- yeah, they was doing pump, turbine, generator. 11 We had done it all at the same time because you -- you 12 had -- you had a time frame of when you would have to go 13 in there and get all those work done while the -- while 14 they were refueling the reactor. And they wanted to get 15 that thing back on line as soon as possible, because 16 that's how they make their money, you know. Because the 17 longer they're down, the more it's costing them. So 18 they -- 19 Q. Okay. 20 A. They wanted this work done as fast as I can. 21 They've got (inaudible) a certain amount -- time frame 22 window that they schedule these outages. And now 23 they're doing them -- I remember -- sometimes I remember 24 back to the old days we would spend three or 25 four months. I mean, the outage was never done in

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Page 70 1 two weeks. They're doing -- 2 Q. (BY MR. HUMEN) Do you -- did you ever see any 3 warnings on any of the pumps to -- telling you that 4 asbestos is dangerous? 5 A. No, sir, I did not. 6 ALL DEFENDANTS: Object to form. 7 THE WITNESS: That, I do know I did not. 8 Q. (BY MR. HUMEN) Okay. Shifting gears a little 9 bit, let's talk about another piece of equipment. 10 Did you guys have -- did you and Ronnie 11 ever do any work on or around steam traps? 12 A. Yes. 13 Q. What kind of work did you do on steam traps? 14 A. Yeah, we -- we worked around them. We -- we -- 15 we had to weld them back, take them back, and put new 16 ones back in where they were at. I just put the new one 17 back in (inaudible). 18 Q. So how -- how did you take a steam trap out? 19 A. We just -- we just cut the pipe -- we just cut 20 the pipe and weld -- welded them together. We just cut 21 right through the center of that weld joint (inaudible) 22 and put new ones back on there. And we welded it back 23 up. 24 Well, let -- let me rephrase that. Most 25 of -- most of them steam traps were bolted and they were	Page 72 1 know, if anything had steam or hot water going through, 2 then all that stuff, it had to be insulated. 3 Q. Did the insulation have to be removed to take 4 out the -- to take out the steam trap? 5 A. Oh, yeah. 6 Q. Who -- who was responsible for doing that? 7 A. Well, back in the old days, we -- we had to go 8 in. And after they started this asbestos program, 9 they -- they had their own insu- -- insulation crews. 10 And they would come in there and they would have to take 11 it out. After they trained us, they wouldn't let us 12 touch it then. But like I said, you know, they waited 13 too late to tell us about it, you know. 14 Q. But back -- back when you -- when you were 15 responsible for taking off the insulation, how did you 16 do that? What did you use? 17 A. Well, most of them, I would put these bands 18 around it to hold it together, you know. And some of 19 it, if they had -- they had these blankets on there, and 20 I -- and I don't know what you call them things, but 21 they would have stainless steel wire, and it was kind of 22 stitched together, pulled together. You would have to 23 cut that wire and undo that wire, and then the blanket 24 would come apart. 25 Q. Did taking -- did taking that insulation off
Page 71 1 flanged in. 2 Q. Okay. So how did you go about removing the 3 steam traps if they're flanged in? 4 A. Well, just unbolt the flange and take it apart. 5 Some of them was welded in, you know. It just depends 6 on what -- what kind of steam trap it was made by. Some 7 of them was flanged in. Some of them was welded in. 8 Q. Okay. The ones that were flanged in, did they 9 have a gasket? 10 A. Yeah. They -- any time you got a flange, you 11 got to have a gasket. (Inaudible). 12 Q. And when you're -- the -- the flanged steam 13 traps, who was -- who was responsible for removing the 14 gasket? 15 A. We had to do that. 16 Q. If I -- if I ask you to walk me through how you 17 did it, would it be any different than the -- the 18 gaskets and -- and the flanges for the pumps and the 19 valves you already talked about? 20 A. Yeah, it was all done the same way. Just 21 unbolt the studs -- the knots from the studs, separate 22 the flange, pull the component out, and put the new one 23 back in, and put the new gaskets on each side of it. 24 Q. Were the steam traps insulated? 25 A. Yeah, (inaudible), yeah. Yeah, because, you	Page 73 1 the steam traps create any conditions in the air? 2 A. Well, I'm -- I'm almost certain it did. Any 3 time you start messing with something, you know -- and 4 that stuff -- some of that stuff are friable and stuff, 5 and you had -- any time you start messing with stuff, 6 you're going to stir up some dust or something. I mean, 7 you can't help it. 8 Q. Do you remember who made any of the steam traps 9 you and Ronnie removed? 10 A. I'm trying to think of the name, but I can't -- 11 I just can't remember, no. (Inaudible). 12 Q. Do you know if you ever -- you worked on any 13 steam traps made by a company called Armstrong? 14 ALL DEFENDANTS: Object to the form. 15 THE WITNESS: Yes. Armstrong, I've seen 16 Armstrong (inaudible). 17 Q. (BY MR. HUMEN) Okay. Do you know if you and 18 Ronnie ever worked on any steam traps by a company 19 called Hoffman? 20 A. No, that does not ring a bell to me. 21 Q. What about, do you know if you -- you and 22 Ronnie ever worked on any steam traps by a company 23 called Sarco? 24 ALL DEFENDANTS: Object to form. 25 THE WITNESS: I remember that name. Yes, I

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Page 74 1 remember Sarco. I remember that. 2 Q. (BY MR. HUMEN) Did you ever see any warnings 3 on any of the steam traps that asbestos could be 4 dangerous? 5 A. No. No, sir, I didn't. 6 Q. Okay. So another piece of equipment -- 7 equipment that you mentioned, too, that you guys worked 8 on was precipitators. 9 What is a precipitator? 10 A. That's on the fossil stations. When they burn 11 that coal, it turns into -- it almost looks like sand, 12 but it's gray looking. It's fly ash and stuff, after 13 product of the coal being burned. And a precipitator 14 scrub -- I guess (inaudible) like an air scrub, I think. 15 It -- it kept it from getting released out with the 16 smoke (inaudible) blowing to the atmosphere. They're 17 trying to contain it. All -- and the precipitator would 18 collect all that stuff, and then they would pipe it out 19 into a collection. And I don't remember -- it was 20 outside. They pump it outside. 21 And the plant I was on, they -- I remember 22 they bring these trucks in there, and they load it up in 23 these trucks, and they -- they used to mix that stuff up 24 and make concrete with it, because it was almost just 25 like sand. And this company would buy the ash, and they	Page 75 1 would recycle. They used it to make concrete, I do 2 remember that. But I don't remember the name of the 3 company that did that. But that's (inaudible) -- 4 Q. What kind -- what kind of work -- sorry. 5 What kind of work did you guys do on the 6 precipitators? 7 A. We -- we had -- we had to go inside of that 8 thing, and they -- we welded these plates in there one 9 time, these metal plates. I guess it's for that stuff 10 that was -- the inside lining (inaudible), and we had to 11 go in there and put -- put the new lining in the inside 12 of it, you know. It had these big metal plates. I 13 remember we welded them in there. 14 Q. Okay. Any -- any other work you did on the 15 precipitators? 16 A. I -- I didn't. I -- I just help them -- I just 17 help them put them plates and stuff back in there, you 18 know. 19 Q. Do you re- -- do you remember where that was 20 that you did that? 21 A. Sir? 22 Q. Do you remember what plant that was that you 23 did -- that you put those plates into the precipitator? 24 A. Yes. That was at -- that was at -- let me 25 think here now. That was at plant Marshall.
Page 76 1 Q. Were those pre- -- were those precipitators 2 insulated? 3 A. I don't think they were. 4 Q. Okay. 5 A. I don't think they were. Not that part there, 6 you know. No, I can't remember any insulation being on 7 them at all. 8 Q. Okay. So you also -- you also -- 9 A. I may be wrong, but I don't remember. 10 Q. Okay. Fair enough. 11 You also mentioned working on some 12 cooling -- some cooling towers at Lee. 13 Did I hear you correctly? 14 A. Yes, sir. 15 Q. And you kind of men- -- you already talked 16 about it a little bit, but just what -- what -- what 17 exactly is the cooling tower used for? 18 A. It -- it -- it takes that hot water -- when 19 they make a steam, it turn -- it turns the turbine and 20 everything. It comes back around, and the cooling tower 21 cools the water -- if I'm explaining this right, I think 22 it cools the water back down in there. It goes back in 23 there and it makes steam with it again. It's just -- 24 it's just like a big loop. 25 Q. Okay. What -- what type of work did you do on	Page 77 1 the cooling towers at Lee? 2 A. They was made out of some kind of wood. And we 3 had to go in there. They had lou- -- they were louvers. 4 I remember that now. I was trying to think of that 5 word. They had, like, louvers in there that pulled air 6 through there, and that -- and that water would go 7 across them wooden louvers, and they had a big fan motor 8 down there that pull -- it's like a big radiator, you 9 might say, that pull air through there and it cools up 10 the water. They might have cooled that water. I'm not 11 even 100 percent sure how that thing exactly worked. It 12 might have cooled that water up, cool it (inaudible). 13 Q. Okay. 14 A. (Inaudible). It cooled that water coming off 15 of that turbine, and I can't remember exactly what it 16 does. 17 Q. So what -- what work did you guys have to do on 18 the cooling towers? 19 A. We -- we had to go in there and put new louvers 20 back in because the old ones were get- -- in bad shape. 21 They were just wore out, and we had to go in there and 22 put new ones on. 23 Q. So how -- how did -- I guess, first step, how 24 did you -- how did you take off -- I guess, remove the 25 old louvers?

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Page 78 1 A. They -- it seemed like they just unbolted and 2 slid them out and slid the new one back in there and 3 bolted it back. 4 Q. Okay. Do you remember if those cooling towers 5 had any kind of insulation or anything on them? 6 ALL DEFENDANTS: Objection. 7 THE WITNESS: I can't remember, no. I -- I 8 do not remember seeing any. 9 Q. (BY MR. HUMEN) Did you do any other work on 10 the cooling hours? 11 A. No, I didn't -- no, (inaudible). I worked on 12 them back then. Now, the nuclear stations had some 13 cooling towers, too, and we went in there and done work 14 on those. But they were a different design. I mean, 15 they were made out of concrete. And the water just run 16 down -- 17 Q. Okay. And what -- what type of work did you do 18 on the -- 19 A. (Inaudible.) 20 Q. What kind of work did you do on the cooling 21 towers at the nuclear stations? 22 A. One time, they -- they got these big old fan 23 blades in there that pull the air through there 24 (inaudible), and those fan blades had wore out, and we 25 had to go in there and help put in the new blades back	Page 80 1 they told us that all the water and stuff coming down on 2 that stuff, later, it was found out that it causes the 3 Legionnaires' disease. 4 Q. Okay. 5 A. Because it -- it's like chiller water. The 6 chiller and stuff, they -- it cause Legionnaires' 7 disease. 8 Q. So last -- last piece of equipment I'm going to 9 ask you about -- and we kind of (inaudible) and wrapping 10 it up -- is, did you ever do any work on any 11 compressors? 12 A. We had to put some -- yeah, we had -- we had -- 13 I remember we put some new ones in at Oconee, and 14 they -- they was made by Ingersoll Rand, I remember 15 that. 16 Q. Okay. 17 A. Ingersoll Rand. 18 Q. Any -- other than Oconee, did you ever do any 19 work on or around compressors? 20 A. Yeah, the -- yeah, those -- those Ingersoll 21 Rands, we -- that's what they were. It was in- -- they 22 were an instrumentation, instrument airlines, you know. 23 Q. Do you -- do you remember ever working on any 24 compressors by a company called York? 25 A. I remember that name York. I do remember that
Page 79 1 on. 2 Q. Okay. 3 A. It -- it looked like a big -- kind of like a 4 helicopter blade. And, like I said, we went -- we went 5 there and worked on that one time. 6 Q. Any other work you remember doing on the 7 cooling towers? 8 A. I'm sorry, sir, say that again. 9 Q. Any -- any other work you remember doing on the 10 cooling towers at any of the nuclear stations? 11 A. No, sir. We didn't have to work on them on a 12 regular basis, but I do remember having to go in there 13 and put them new blades on it. 14 Q. Okay. 15 A. And -- 16 Q. For -- for putting the new blades on, is that 17 something you had to go inside the cooling tower for or 18 did you do that on the outside? 19 A. No, we had to go inside to work on them. 20 Q. Was the -- was the inside of that cooling 21 tower, was -- was it clean or was it kind -- was it 22 messy in there? 23 A. The one at Lee was pretty -- pretty nasty, but 24 the -- the ones at the nuclear station wasn't too nasty. 25 But I remember down at Lee, though, they said -- they --	Page 81 1 one. 2 Q. Do you -- do you remember if you ever worked on 3 or around any compressors made by York? 4 A. I remember seeing that name York, but I -- I 5 don't -- I don't 100 percent specifically remember 6 working directly on them. I remember -- 7 Q. Who -- 8 A. -- seeing that name York. 9 Q. What -- what trade at Duke was responsible for 10 maintenance on the compressors? 11 A. They -- they had a maintenance crew that done 12 that. I -- I guess those millwrights, you might call 13 them -- 14 Q. Okay. 15 A. -- had done that. We didn't do -- we didn't 16 work on the compressors. We put the new one -- 17 Q. Okay. 18 A. We took the old ones out and piped the new ones 19 back in, I do remember that. And that was -- that was 20 up on the third floor at Oconee. I do remember doing 21 that. 22 Q. Okay. 23 A. Yeah, you know, I do remember the -- them old 24 compressors. I mean, they were big -- they were -- 25 golly, they were -- at Oconee, they were the big old

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Page 82 1 cast iron. It had a big old wheel on them. It had, 2 like, a motor that (inaudible), and then the -- 3 Q. Okay. 4 A. The new ones, they put back in. 5 Q. Were the ones -- were the ones you worked on, 6 the -- the old ones that you pulled out, were those 7 insulated? 8 A. No, I can't remember any insulation on them. 9 Q. Did you have to -- did you have to remove any 10 kind of gaskets or anything as part of taking them out? 11 A. I think we did, you know. I'm pretty sure we 12 did. 13 Q. And where -- where would the gaskets have been 14 that you had to remove from those compressors? 15 A. That's where they bolted the -- it's where -- 16 it's where the -- the flange is bolted to (inaudible). 17 Q. Okay. 18 A. And I can't remember exactly how many -- there 19 was an inlet and -- inlet and outlet side. It seemed -- 20 it seemed like -- it seemed like the new ones we put 21 back in were Ingersoll Rand, but I can't remember who 22 made that old one. 23 Q. Okay. (Inaudible). 24 A. That old one, I mean, I -- I can't -- I can't 25 remember seeing that. I can't remember the name of it.	Page 84 1 have its own insulation company or did they typically 2 bring in outside contractors? 3 A. During construction, they brought -- they 4 brought the outside contractors in. And I do remember 5 they -- they had put that insulation on -- on that pipe 6 and then stack them. They -- they -- they had stuff 7 they would mix up in bags. It was like -- we called it 8 mud. And when they put them -- that preformed 9 insulation on there, they would have to cut that stuff 10 and fit it around them nicely and stuff. And then they 11 would take that mud cement, and they would put it on the 12 outside of it. It was real dark gray looking. And it 13 would -- it would dry, and then they would put that 14 metal skin, like, on the outside of that. It was -- it 15 was made out of aluminum. 16 Q. Okay. So other -- other than that new 17 construction at Catawba, do you remember working with 18 any outside insulation com- -- companies doing 19 maintenance or outage work at some of the Duke plants? 20 A. Well, they got those -- those coal-fired 21 stations in -- let's see -- Marshall, plant Marshall 22 when we -- when we went up there and done that -- when 23 we were down there, they -- they brought this company 24 in, and they were out of Texas. They drove them big 25 white trucks out of Waco, W-a-c-o.
Page 83 1 Q. Okay. That's -- that's fine. I know we're 2 talking about 30-plus years ago, sir. I know you're 3 doing the best you can. 4 So you -- you've kind of talked about, back 5 then, when you did -- when you worked on outages, that 6 you were -- just kind of just all -- all the trades were 7 all working all over each other. 8 Is that -- did I hear you correctly? 9 A. Yes, sir, that's correct. 10 Q. And you mentioned -- you mentioned pump crews. 11 You mentioned the valve crew. You mentioned the 12 millwrights. 13 Were there any other trades that were -- 14 were working in your guys' area while you were doing 15 your work? 16 A. Oh, yes, they -- well, yeah, they had 17 electricians in there working, you know, and sometimes 18 they -- they would be pulling cables, replace it. Yeah, 19 it was -- yeah, and then they had -- let's see -- 20 welders there. They had the millwrights. They had 21 electricians. 22 Q. Were you ever working around any insulators? 23 A. Yep. 24 Q. Did -- when you were -- when you were working 25 these outages and working maintenance, did -- did Duke	Page 85 1 Q. Okay. 2 A. I remember the guys that were doing the actual 3 insulation. Most of them were Mexican guys, and they -- 4 and they -- I remember they couldn't speak English, and 5 they had an -- a woman, she's an interpreter, and she 6 would have to, I guess, work -- translate to the -- to 7 their supervisor. They would tell him -- tell her 8 (inaudible), and then she would tell the supervisor. 9 And then he had to speak -- you know, she had to be like 10 a translator because they couldn't understand English. 11 Q. All right. So you had, yeah, that -- you know, 12 the company Waco at Marshall. 13 Any other insulation -- outside insulation 14 companies you remember working around at any of the 15 other plants? 16 A. It seemed like -- it seemed like (inaudible) -- 17 I think it was called Combustion Engineering. 18 Q. Okay. 19 A. And I remember -- and I remember -- I don't 20 know -- I can remember this truck had Flame, F-I-a-m-e, 21 on it, and I think they had done refractory work on old 22 boiler stuff. 23 Q. Okay. Any other outside insulation com- -- 24 com- -- companies you remember working around on any of 25 the plants?

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Page 86 1 A. Covil, C-o-v-i-l, Covil Insulation, they had 2 done -- they had done -- 3 Q. So -- 4 A. -- a bunch of insulation at Catawba. And -- 5 Q. Do you -- do you remember if they did any work 6 at any of the other plants doing maintenance? 7 A. No, I -- I just remember them, Covil. They had 8 done -- they had done the vast majority of the 9 insula- -- insulation work. 10 Q. So -- 11 A. C-o-v-i-l, Covil Insulation, I do remember 12 that. 13 Q. Okay. Do you remember if you worked around any 14 insulators from a company called Fluor or Fluor Daniel? 15 ALL DEFENDANTS: Object to form. 16 THE WITNESS: Yeah. Yeah, they brought 17 Fluor -- they brought Fluor in. And let me think about 18 this. That was at Catawba, during -- during -- at the 19 middle of construction. They brought that Fluor in 20 there, and they -- they were helping hang a bunch of 21 that main steam pipe and put it in. 22 Q. (BY MR. HUMEN) Okay. Any other places you 23 remember seeing Fluor, any -- any insulation of Fluor? 24 ALL DEFENDANTS: Object to form. 25 THE WITNESS: I do remember being at	Page 88 1 breakfast, and, I mean, they were working on the same 2 job, and I remember seeing the pickup trucks. 3 Q. So if -- if they -- they were doing refractory 4 on boilers, could you just explain what you mean by 5 that? 6 A. Well, they had -- they had -- they had that 7 power brick material. I'm trying to think. It seemed 8 like Flame done that, too, the refractory. 9 Q. So when -- when -- when you said they were 10 doing the refractory there, what were they working? 11 Were they taking out old refractors, they're putting new 12 in, or they're doing both? 13 A. They -- they was doing both. 14 ALL DEFENDANTS: Object to form. 15 THE WITNESS: They was doing both. 16 Q. (BY MR. HUMEN) And how -- how would they go 17 about removing old refractor? 18 A. They would have -- they would have to bust the 19 old stuff. I can't remember exactly how they had done 20 it now. They might (inaudible). They would have to -- 21 they would bust the old stuff loose and take it out, and 22 they put new refractor back in. When that -- when that 23 stuff gets old and brittle, you know, it would just 24 crumble. And they (inaudible) boilers. And they went 25 in there. Usually, refractor was down there towards the
Page 87 1 Catawba and somebody said they were at McGuire at that 2 time. 3 Q. (BY MR. HUMEN) Okay. 4 A. Fluor, Fluor Daniels, Fluor. 5 Q. Do you remember if you -- if you ever did any 6 work around them at McGuire? 7 A. No. I can't remember that, no. 8 Q. Okay. What about, do you remember if you ever 9 worked around any insulators from a company called 10 Southern Insulation? 11 A. I remember that name Southern, yeah. It seemed 12 like that was it. I do remember (inaudible) stations. 13 Yes, sir, I -- I do remember that name Southern, yeah. 14 Q. Would you -- do you remember what kind of 15 work -- 16 ALL DEFENDANTS: Object to form. 17 Q. (BY MR. HUMEN) Do you remember what kind of 18 work Southern was doing? 19 A. I'm trying to think. It seemed like they were 20 doing -- it seemed like they were doing some type of 21 refractory or something with the boilers. 22 Q. Okay. 23 A. If I ain't mistaken, I believe that's what they 24 were doing. I remember seeing their trucks. We stopped 25 at this -- we stopped at this little restaurant to eat	Page 89 1 bottom of the boiler. 2 Q. Is that some- -- is that work that was going on 3 while -- while you and Ronnie were doing your work on 4 the boilers? 5 A. I can't be 100 percent sure. 6 Q. Okay. 7 A. I can't be 100 percent on that. I -- I know 8 that was at Cliffside. We were at Cliffside. I think 9 that's what we were doing. We cut that door open at 10 Cliffside, and we went in there. And they had the -- 11 let's see. And I think they did some at Lee Steam 12 Station, too. I do remember, at Cliffside, they had to 13 do that refractor (inaudible) that open and we go inside 14 the boiler and (inaudible) cut the (inaudible) loose. I 15 got to go in there and put new -- I guess I called that, 16 like, power brick material. 17 Q. Okay. So I want to kind of do a quick 18 run-through. And you -- you've talked a lot about the 19 different work on equipment. You've kind of -- you've 20 kind of talked about work in different plants. I want 21 to kind of just run through the different plants you 22 mentioned and see if -- if you kind of remember specific 23 work you did at any of the plants, if that makes sense. 24 A. Okay. 25 Q. So -- so, first, you -- you mentioned going to

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Page 90 1 McGuire. 2 Do you know how many times you went to 3 McGuire for maintenance and outages? 4 A. Well, I -- I can't count them. We did so many. 5 Q. Fair enough. 6 And was there any -- 7 A. (Inaudible). That was a lot of times, I can 8 say that. 9 Q. All right. You -- you -- you kind of 10 anticipated what my next question was going to be. 11 So was there any specific place at McGuire, 12 or were you just all over that plant? 13 A. Just all over the place, but most of the 14 time -- I would say majority of the time was usually in 15 the -- in the turbine there. 16 Q. Okay. 17 A. It was in the turbine building there at Oconee. 18 And Catawba, we -- you know, we -- we spent a lot of 19 time in the reactor building, too. 20 Q. Okay. What about at Lee, is there any -- do 21 you know about how many times you went -- you went down 22 to Lee for work? 23 A. Yes, like I said, we was based out here at 24 Oconee in the southern division, and when there's outage 25 going on, they sent us to Lee. We -- we stayed down	Page 92 1 had seen me and Galen down there working. He said, 2 "Hey, what" -- "hey, what are y'all doing climbing 3 around in all that asbestos?" Well -- he said, "All 4 that stuff y'all crawling around, that's asbestos." He 5 said (inaudible) -- somebody was up there working, and 6 I -- I don't remember who it was. It was before we got 7 up there. And he said, "that's asbestos." He said, 8 "Yeah, y'all need to get out of there." So we left and 9 come back downstairs. 10 And Galen got upset about it, and he went 11 to our supervisor, and his name was J.R. Wilson. He 12 (inaudible) and he said it was asbestos and everything. 13 And J.R. said, "You don't" -- "oh, you just don't pay no 14 attention to that. You just" -- "you just forget about 15 that." He said, "Y'all need to go up there and get back 16 to work." And he told us that. Ga- -- Galen can tell 17 you about this. I remember it like it was yesterday. 18 Q. What about -- what about Marshall, do you 19 recall about how many times you went to -- went to 20 Marshall to do work? 21 A. I know about -- I know I worked at Marshall 22 probably a half a dozen times about. 23 Q. Do you know -- do you know -- so a -- a typical 24 job at Marshall, how long would you be there? 25 A. Usually two or three months.
Page 91 1 there one time a whole summer, like a whole month. It 2 was about four to six months. I can't remember exactly 3 what -- we was on night shift. I remember we was 4 working seven 12-hour days. You couldn't beg a day off, 5 and they -- and we was in there doing them boilers, and 6 we was -- we had done a lot of work on them. We was 7 trying to get them back on line. 8 Q. Okay. 9 A. And I do remember this, we -- we was up on -- 10 it was me, Dave, and Daren. Ronnie was on there, too, 11 but they sent us up to top of the fifth floor, and they 12 had these big old metal stiffeners that went around the 13 board. It was kind of like a high beam that went around 14 (inaudible), and we had to go up there and weld this 15 (inaudible) to keep -- keep that thing from moving while 16 we worked on it, you know, to stiffen it. And we was 17 out there on that metal (inaudible). 18 I remember it was about -- it was just like 19 a bunch of white dust all over that thing. Me and Galen 20 was out there, and we had coveralls on. We was out 21 there roaming around in that stuff, and I remember 22 the -- they had an elevator up at (inaudible) that came 23 up there and some stairs. But anyway, they had -- there 24 was a safety man, His name is Logan Hunt. He -- he came 25 up there and he got (inaudible) walked around, and he	Page 93 1 Q. Was there -- was there a specific spot at 2 Marshall that you were assigned, or did you put -- did 3 you work all over the plant? 4 A. We worked just directly mostly on the boilers. 5 Q. Okay. What about at Allen, was -- do you 6 remem- -- do you remember about how many times you went 7 to Allen? 8 A. Yes. We went -- we went to Allen probably 9 about the same amount of time, probably at least a dozen 10 times. 11 Q. Okay. And again, was there a specific area you 12 were sent for Allen, or were you working all over the 13 plant? 14 A. Allen was just like all these other fossil 15 stations. We -- actually, our crew was like a boiler 16 crew. You know, we -- we was actually called a boiler 17 team at one time. 18 Q. Okay. 19 A. We supported all the boiler work, and that's 20 mainly what we worked on, on those fossil stations the 21 majority of the time. 22 Q. Okay. So would it -- if I asked you about Buck 23 and River Bend, would it be pretty much the same thing. 24 A. Yes, sir. And any time you go do this boiler 25 work, it -- it's dusty, it's nasty. Sometimes you would

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Page 94 1 go in there and you come out, you know, you would just 2 be covered in -- it's -- it's just nasty work. That's 3 all I can say. They're just -- 4 Q. When you were -- when you were -- when you were 5 going and doing the boiler work, did -- did I -- am I 6 understanding you correctly that's -- it wasn't just 7 your boiler team going in it; that was during outages, 8 so it was all the trades all over the place? 9 A. Yes, sir. 10 Q. Okay. 11 A. Yeah. Well, yeah. Pretty much. They had -- 12 they had -- they had the welders, the fitters. They had 13 the insu- -- Duke had their own insulators on them 14 things most of the time. 15 Q. Were -- were the pump crews and the valve crews 16 in there, too? 17 A. Sometimes, not all the time. But sometimes 18 they would -- 19 Q. Okay. Now, you mentioned -- you -- you 20 mentioned some kind of train- -- training class on 21 asbestos that Duke gave. You mentioned -- I think you 22 said it was later on. 23 So do you remember about when that 24 happened? 25 A. I'm saying -- well, I'm just speculating. I'm	Page 96 1 you, after that training, they got that little 2 questionnaire you fill out, and I put on there that they 3 was 25 years too late to train us on it. We've 4 breathing this stuff for 20-plus years. I said, "Now, 5 y'all just now training us on it." They probably tore 6 mine up, because I never did hear nothing back. You 7 know, I'm just telling the truth. And I'll say it 8 again, they should have trained us 25 years ago. And 9 they sent us in there to work, and that stuff 10 (inaudible), and they waited too late to tell us about 11 it. 12 Q. And you kind of went -- went through some of it 13 earlier. Is there -- du- -- during your time do- -- 14 doing maintenance -- when you're first doing 15 construction at Catawba or when you're doing maintenance 16 at Oconee or during any of the outages, did you see any 17 warnings on any of the equipment that you worked on 18 that -- or around that asbestos was dangerous? 19 A. Not in the early years, but, you know, after we 20 had that -- after they started training us on it, they 21 started coming back, taking them samples and stuff. And 22 if they had asbestos in there, they -- they put a tag on 23 it that said, "This material" -- "this insulation 24 has" -- you know, "has" -- it says, "Do not remove. 25 Contains asbes-" -- "asbestos." And they would have to
Page 95 1 saying probably around '89, '90. 1990, somewhere around 2 there. 3 Q. What did -- what did that -- what did that 4 training consist of? 5 A. Well, they took -- they took us up there. It 6 was at Lee Steam Station, and they took us up there. 7 Actually, it was chemistry, where they're doing the 8 water chemistry out there. They had some little office 9 across the hall. They -- they sent -- they took us up 10 there in a little -- some kind of a little office 11 build- -- office building right there. And they took 12 our crew up there. And I remember it lasted for about 13 two days. No, let me take that back. It was a whole 14 day we was up in there. 15 And I remember they went around -- they 16 explained all about that asbestos, and they brought 17 these little samples, and they were in a small plastic 18 bag, you know, and they -- it showed all the different 19 kinds of insulation and asbestos and what it was. I 20 remember they told us it could be in the floor tiles, 21 the pipe insulation. Even some kind of electrical stuff 22 had asbestos, you know -- you know. Some of that fiber 23 (inaudible) stuff they'd use (inaudible) had asbestos. 24 I guess a lot of products had asbestos in there. 25 And that's -- and that's the time I told	Page 97 1 send their own insulators in there, and then they would 2 have to enclose it in plastic -- 3 Q. Other -- other than -- 4 A. -- a tent over it, you know, to try to contain 5 it as best they could. 6 Q. O- -- other than those tags that Duke was 7 putting on the insulation, did you ever see any warnings 8 on any of the actual equipment that -- warning that 9 asbestos was dangerous? 10 A. No, sir, I did not. 11 Q. Now, at -- at the beginning of this, you 12 mentioned some of the other people that were on your 13 crew. And I -- I don't know if it was -- I don't know 14 if it came through real clear. 15 Do you -- do you remember some of the 16 guys -- some of the -- the names of the other guys that 17 were on the crew with you and Ronnie? 18 A. Rephrase that again. I -- I missed that. 19 Q. Sure. 20 So I -- do you -- do you -- I know you -- 21 you kind of ran through it earlier, and I don't know if 22 it came through real clear, but do you remember the 23 names of some of the other -- names of some of the other 24 guys that were on the crew with you and Ronnie? 25 A. Oh, yeah. Luke, I can name Luke Detting,

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Page 98 1 Charlie Bayle, Galen Garren, Stacey Brown, Randy Quinn, 2 Chris Wilson, David Deal, Jay Austin, and David 3 Mitchell. David was our supervisor, David Mitchell. 4 That -- that was -- 5 Q. Did you ever -- did you ever work with a man 6 named David Taylor? 7 A. I knew -- I knew David pretty well, but he -- I 8 wasn't on his crew. I would see him on a pretty regular 9 basis. He worked on a bunch of those outages 10 (inaudible). 11 Q. Do -- do you remember any of the -- the 12 locations that you did work with Mr. Taylor? 13 A. He was like us. He just worked all over -- all 14 over the place. I just remember I would see him -- I 15 would see him on just about every one of those outages. 16 I would see him at Lee Steam Station. He was based out 17 of Oconee like we -- 18 Q. Okay. 19 A. -- Were. 20 Q. So he was out -- he was out of Oconee working 21 the same outages, but he's just in a different crew? 22 A. Yes, sir. 23 Q. Okay. 24 A. I think David -- I think David -- I -- I'm 25 trying to remember. I just thought about all them boys	Page 100 1 Q. Okay. Now, did you -- did you stay in touch 2 with Ronnie after you guys stopped working at Duke? 3 A. Yes, sir. I talked to Ronnie pretty regular -- 4 on a pretty regular basis. 5 Q. And you -- you -- you kind of talked -- 6 A. Yeah. 7 Q. -- about it a little -- oh, sorry. You kind of 8 talked about it a little bit at the beginning. 9 Did I hear you correctly you -- you -- you 10 saw Ronnie -- you're still seeing Ronnie and -- and 11 meeting with him after he got sick? 12 A. Yeah. We -- yeah, actually, I talked to him on 13 the phone. He'd call me. I'd call him. We -- we -- we 14 talked several times a month. And he was always calling 15 me to see how I was doing or to see -- well, I would 16 call him to see how he was doing, you know. A couple of 17 times, I went and worked an outage at -- one time, I 18 couldn't find a -- a place to stay, and I went over and 19 stayed with -- with Ronnie. You know, he -- he lived by 20 himself. And I (inaudible) one time. I stayed at his 21 house. But that was -- that was, I would say, 25 years 22 before he got sick. 23 Q. Af- -- after Ronnie got sick, did you -- did 24 you notice any changes with him physically? 25 A. Well, I -- I do remember this, yeah, Ronnie --
Page 99 1 that worked on this crew. 2 Q. Do you -- when -- when did you stop working at 3 Duke? 4 A. I started in April of 17th 1977, and then Duke 5 laid us off in 1996, January of 1996. And then I -- I 6 got laid off. And I came back doing the same work. I 7 just had a different hard hat on, and I was working for 8 DZ Atlantic, and they -- you know, they took over a 9 bunch of maintenance. 10 Q. All right. Did you -- I guess, when -- did you 11 retire from there, or did you work somewhere else after 12 that? 13 A. I pretty much retired then, but af- -- after I 14 retired -- or right before I retired, I left Duke 15 altogether, and I worked for Quality Mechanical for 16 about a year before I retired. 17 Q. Okay. Do you know when -- do you know when 18 Ronnie left Duke? 19 A. Ronnie was still working -- he went into the 20 plant, and he was a planner, and he was still working at 21 Catawba. And Ronnie worked up until -- let's see. I 22 will try -- let me think about this. Now, I retired 23 when I was 62, and I'm 65, so that -- that would be -- 24 2020, 2019, 2018 -- I would say Ronnie worked up until 25 about 2017, I think it was.	Page 101 1 Ronnie never drank or smoke or anything. You know, he 2 was usually pretty active, and he -- he was -- he was, 3 all the time, doing something. I mean, he was just real 4 energetic and everything. He -- he just couldn't sit 5 still. He was always kind of doing something. 6 But right -- right before he got sick, he 7 called me one time, and he said, "Man, I don't know 8 what's wrong with me." He said, "I just ain't got no 9 get-up-and-go." He said, "I ain't got no energy." He 10 said, "I just feel tired all the time." 11 And I said, "Ronnie, that don't sound like 12 you," you know. I said, "Well, may-" -- "maybe you 13 ought to go to the doctor and get checked out and find 14 out what was happening and see if something is going 15 wrong" -- you know, "going on with you." 16 And he -- I remember he went to this one 17 doctor up around Gastonia where he is from and -- 18 anyways, she -- she -- he was treating for -- they 19 thought he had pneumonia, you know. She was treating 20 him for pneumonia and everything. He -- he still wasn't 21 getting any better. 22 And I do remember a week or two later, they 23 sent him to Duke hospital to (inaudible), and Ronnie 24 called me and he said they found a spot on his lung, and 25 I think they had done a biopsy, and that's when they

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Page 102 1 came back and said they found mesothelioma. And then 2 from there, he just went down (inaudible). He just 3 didn't -- after they told him that, he just didn't last 4 long. 5 Q. Do you -- do you remember -- 6 A. I remember -- 7 Q. -- the last time you talked to him? Sorry. 8 A. Last time I -- the last time I talked to him, I 9 called him. And he was at Duke hospital, and they took 10 his lung out. They took that lung out. And they 11 wouldn't let nobody come see him on account of this 12 coronavirus, you know. I never did even get to go to 13 his memorial service (inaudible). I remember he was in 14 the hospital, and he was supposed to come home that day. 15 And he didn't even make it home from the hospital. He 16 died. You know, he had hospice waiting on him at his 17 house. He was supposed to come in hospice care. And he 18 never did make it home from the hospital. He died at 19 the hospital about an hour before he was supposed to be 20 taken home to be released to hospice. 21 Q. Well, George, I -- I think that's all the 22 questions I have for you for now. I -- I appreciate 23 your time today. I think there's going to be some -- 24 some attorneys that are on here that have some questions 25 for you. But we've been going about another hour, so	Page 104 1 THE WITNESS: Okay. 2 EXAMINATION 3 BY MR. KOZICK: 4 Q. Mr. Fincher, my name is Steve Kozick. 5 Can you hear me okay? 6 A. I can. 7 Q. Okay. I represent a company called Circor 8 Instrumentation. It -- it used to own a company called 9 Hoke, and you had mentioned earlier in your testimony 10 that you had -- you believe you saw Hoke valves before; 11 is that correct? 12 A. Yes, sir. And -- and it seems like those were 13 in those old fossil stations, because I -- I do remember 14 that name, H-o-k-e. I do remember that. 15 Q. Okay. And -- and which -- which plants do you 16 remember seeing those at? 17 A. I'm -- I think I've seen them at Oconee -- 18 Q. Okay. 19 A. -- in the basement of the turbine building. 20 Q. Okay. And do you remember when that was, what 21 year, maybe? 22 A. No, sir, I can't -- I can't be -- no, sir. 23 That's too far back. I can't remember dates, you 24 know -- 25 Q. Okay.
Page 103 1 what I'm thinking is we'll do -- we'll do another little 2 bit of a break, let you stretch your legs, get some 3 water, too, and then we'll -- we'll start letting them 4 ask questions, if that sounds good. 5 A. Okay. I believe they -- I'm -- and I'm trying 6 to -- and I'm trying to remember this stuff the best I 7 can, but, golly, you know, that's been 25, 30 years. 8 (Off-the-record discussion held.) 9 (Break taken from 10:18 a.m. to 10:31 a.m.) 10 (CST) 11 THE VIDEOGRAPHER: All right. We're back 12 on at 10:31. 13 THE WITNESS: Okay. 14 MR. HUMEN: (Inaudible.) 15 THE WITNESS: Not changing the subject, but 16 I just had another -- I just remembered those gaskets we 17 changed. It was spiral wound. Spiral wound was the one 18 I couldn't think of. 19 MR. HUMEN: I appreciate you telling us 20 that you remember that. 21 Do we know which Defense counsel is going 22 to go ahead and ask questions first? 23 THE WITNESS: Yeah, that would be fine. 24 MR. KOZICK: This is Steve Kozick, and I'm 25 going to ask you questions.	Page 105 1 A. -- I mean, that far back. I can't -- 2 Q. And you -- you said in the Oconee plant in the 3 basement of the turbine building. 4 A. I (inaudible). 5 Q. Do you know -- I'm sorry. 6 A. I'm sorry I interrupted. Go ahead. 7 Q. I think I interrupted first. I apologize. 8 You said in the basement of the turbine 9 building. 10 Do you remember what kind of system the 11 valve would have been hooked to or been a part of? 12 A. No, sir, I do not. 13 Q. Okay. Do you remember anything about the 14 valves themselves, what they looked like? 15 A. They were big valves. They -- they weren't 16 real -- it seemed like a -- it seemed like the one I 17 remember, was a -- a -- a big valve. But I can't 18 remember what size of piping it was (inaudible). It 19 wasn't no -- it wasn't no real (inaudible). If it's the 20 same one I'm thinking about, they were pretty big pipes. 21 Q. And when you say "big," how would you describe 22 it, just the dimensions of it, ballpark it? 23 A. I'm talk- -- I'm saying probably, I don't know, 24 16-inch pipe going through it, something like that, 25 20-inch.

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Page 106 1 Q. Okay. And do you know about how big the valve 2 was itself? 3 A. No, sir, I don't. I can just remember seeing 4 that name on that -- like I said, that's been so long 5 ago. I can't be 100 percent sure. I just remember 6 seeing that name. I can just remember (inaudible). 7 Q. And -- and the name, did you see it painted on 8 or stamped into the metal, or -- or what do you remember 9 about the name itself? 10 A. It -- it was embossed in -- like, when they 11 cast the -- when they cast the valve, cast iron or 12 what- -- whatever it was made of, it was, like, embossed 13 into the metal. 14 Q. Okay. And do you remember any specific design 15 or logo? 16 A. No. No, I can't be -- I can't be -- no, sir, I 17 can't -- 18 Q. But you did recall that -- but you just recall 19 that it was embossed in the metal? 20 A. Yeah. As far as I remember, it seemed like it 21 was just -- it wasn't stamped in there. It was like -- 22 it was made into the body of the valve. 23 Q. Okay. Do you remember what kind of valve it 24 was that you saw, like a flange valve or a gate -- gate 25 valve or --	Page 108 1 by, you know. You know, when you're working somewhere, 2 the path that you were working, you just -- you see 3 stuff a lot. It just -- sometimes it just sticks in 4 your head and (inaudible). 5 Q. But other -- other than the -- you know, that 6 time where you walked by and saw the name, do you recall 7 any other time that you were around what you saw was a 8 Hoke product? 9 A. No, sir. No, sir. 10 Q. Okay. And there's -- and I'm just -- I'm -- I 11 don't mean to beat a dead horse here. I'm just trying 12 to get whatever information you remember about these 13 valves. 14 Do you remember anything else about the -- 15 the Hoke valve other than, you know, generally, how big 16 it was and that you saw the name embossed on it? 17 A. No, I just -- I just remember -- I just -- 18 I -- I just remember seeing it, you know, and it -- it 19 was not a small valve. It was pretty big, from what I 20 remember. 21 Q. Okay. Fair enough. 22 That's all the questions I have. Thank you 23 very much for your time, Mr. Fincher. 24 A. Okay. 25 MR. HUMEN: Okay. Who wants to go next?
Page 107 1 A. No, sir, I can't -- I can't -- I just can't 2 remember that. 3 Q. Okay. Did you ever work on any of these 4 valves? 5 A. I did not, no, sir. 6 Q. Okay. Did you see anyone else working on those 7 valves? 8 A. Not at that time (inaudible). I -- I -- I just 9 can remember walking by it, you know. 10 Q. Okay. 11 A. We was working on it. I had to walk right by 12 it. And I remember I -- you know, I -- I can -- a lot 13 of times, I see some big old valves, and I remember 14 Worthington. They -- they had some big valves down 15 there, and I remember seeing that Worthington name on 16 some of that valve. 17 Q. Okay. And so you don't know, you know, what 18 type of valve it was or -- or whether or not it 19 contained any asbestos; is that fair to say? 20 A. I would say, at that time, I did not. No, sir, 21 I didn't. 22 Q. Okay. But did -- later on, did you see any 23 other Hoke valves in your career? 24 A. I probably had seen some, but that's -- it -- 25 it didn't dawn on me. (Inaudible) when I was walking	Page 109 1 THE WITNESS: You know what, it's just hard 2 to remember the size of some of these things. I mean, 3 you just remember seeing them. I know that Worthington, 4 it was a big -- man, it was a big valve. I do remember 5 that. 6 MR. HUMEN: Who -- who is next? 7 MR. MERIWETHER: If nobody else is jumping 8 up, I can do it. 9 MR. HUMEN: All right. Have at it. 10 EXAMINATION 11 BY MR. MERIWETHER: 12 Q. I don't know if you can see me on your screen, 13 but I can see you. 14 A. I -- I don't know. I can't see none of y'all. 15 I mean, I see myself in here. I don't know why. 16 MR. HUMEN: Oh, well, I got the dumbest 17 picture. 18 THE WITNESS: Well, I -- 19 MR. MERIWETHER: (Inaudible.) 20 THE WITNESS: I could see David, when we 21 first started, and then this screen changed, and I -- I 22 can see myself talking. I'm talking to myself, I guess 23 you might say. I guess that's why I look down sometimes 24 to keep from looking. 25 Q. (By Mr. Meriwether) Well, I understand.

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110 to 113

Page 110 1 All right, sir. Well, for what it's worth, 2 my name is Robert Meriwether. I'm down in Columbia. 3 So, obviously, we're all doing this with the video so 4 it -- we can all be together so -- remotely. I wanted 5 to go through a couple of things with you that I'm not 6 sure we covered completely in your testimony before. 7 Fortunately, we have the benefit of some information 8 that we've already got from your other lawsuits, so that 9 will probably speed things along. 10 I think, with the Wallace & Graham firm, 11 you probably already had a -- a workers' comp case and 12 an asbestosis case? 13 A. Yes, sir. Yeah. And that's been -- I -- I 14 guess -- I don't know if Ronnie did or not. I believe 15 he did. Yes, me and Ronnie did, too. I -- I do 16 remember that name. 17 Q. Okay. So you think -- 18 A. (Inaudible) didn't talk about that -- he 19 didn't -- he didn't -- Ronnie didn't talk about stuff 20 like that too much, I mean. 21 But I do remember he was asking me about 22 how Ronnie got -- and I do remember this now, and I 23 didn't bring it up, but when he first got sick, he 24 said -- he said -- he said, "I'm losing weight, and I 25 don't know why." And he said -- and then later on, he	Page 112 1 A. Yes, sir. I hired on -- when they started -- 2 starting back up at Catawba plant, I was called back to 3 work. 4 Q. Got it. 5 So you had already been through River Bend 6 and McGuire (inaudible) in the early '70s; right? 7 A. Uh -- 8 Q. You've been at River Bend and you were 9 installing the building maintenance in '73; right? 10 A. Yeah. Oh, yeah, I see what you're saying. 11 Yes, sir, I -- I did. 12 Q. So you already kind of knew some of the Duke 13 ways of doing things even though you were working for 14 outside contractors at one point. 15 So when you went back to Duke Energy in 16 '77, you -- you didn't meet Mr. Jonas until '77; am I 17 right? 18 A. That is correct. 19 Q. Okay. When you -- when you started off in 20 your -- with your own lawsuits, we have got some 21 indication that you were exposed to pipe covering and 22 block and cement and refractory product. But also, 23 there was some indication you were exposed to raw 24 asbestos fiber. 25 Do you remember any occasions of raw
Page 111 1 said, "I just ain't got no appetite. I" -- "I" -- "I 2 can't eat," he said. And he said, "When I do eat," he 3 said, "I'm lo-" -- "I'm still losing weight," and he 4 said, "I" -- "I don't understand why," you know. And 5 then we come to find out, the whole time, he had that 6 mesothelioma. And I guess it was affecting his body 7 right then. I -- I remember they had to give him some 8 kind of medicine to get him to -- to give him appetite, 9 start eating again, and he -- they was trying to do that 10 with him, but I don't know that -- I don't think it had 11 done much good. 12 Q. Okay. I understand. 13 When we are looking at your own particular 14 work history, exclusive of what Mr. David might have 15 asked, I -- the first thing I've got for you is working 16 with southern building main- -- maintenance at River 17 Bend in 1973; is that right? 18 A. Yes, sir. 19 Q. Okay. And then you start working again in '74 20 at McGuire; right? 21 A. Yep. 22 Q. And then you've got -- I've got Porter 23 Fabrication from '75 to '77 in Charlotte; right? 24 A. Yes, sir. 25 Q. And then back to Duke Energy in '77?	Page 113 1 asbestos fiber being used back into the early days? 2 A. Oh, yeah, bunch of them were being used, of 3 course. Back in '73, I was just coming out of high 4 school. I didn't know what it was. I have no clue what 5 it was, you know. They didn't tell us it was harmful to 6 you or anything. I mean, they took all that insulation 7 off. 8 We were on, like, a cleanup maintenance 9 crew. We -- you know, we just -- we had done a little 10 bit of everything on them. We cut grass, wet floors, 11 and cleaned up around there that (inaudible) building 12 maintenance. It was just -- some jobs made -- we went 13 in there and -- we -- we had to get up there and we -- 14 we was taking up all of that asbestos, picking it up. I 15 mean, I was dressed closely like this (inaudible) but 16 T-shirt on. You know, it was hot up there on them 17 boilers, and we was taking upstairs (inaudible) 18 55-gallon barrels, and they would roll it on that 19 grating, and then they -- they had to take it down in 20 the elevator, just dumping that stuff in the back of a 21 big dump truck. And I don't know what they had done 22 with it. I don't know if they took it to a landfill or, 23 you know -- I don't know how they disposed of it, but 24 they got rid of it. And, you know, we didn't know -- we 25 didn't -- you know, we have no clue. They tell us

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Page 114 1 nothing. We didn't have no respiratory protection or 2 anything. You know, it was just like some (inaudible), 3 so I worked with it, you know. 4 Later on, we found out about that asbestos 5 (inaudible). When you come through the front door on 6 one of these places, you're exposed to it. Like I said, 7 you know, in years, they took and blew that stuff with 8 air hoses. And so it's probably laying up in the table 9 (inaudible) up on windowsills, on top of equipment and 10 everything. But they don't go in the dusty places with 11 the dust mark or nothing, you know. We -- I remember 12 we'd just go in there and start working stuff. We'd 13 take an air hose to blow stuff off. We -- you know, we 14 didn't know any better. 15 Q. Sure. 16 And, you know, we've got some indication 17 from other -- sort of other -- other sources, we got 18 some indication about deep tower asbestos kind of 19 program that started, but we -- I -- as far as I know, I 20 don't have anything that shows it was started before 21 1977. 22 Do you remember anything from deep tower 23 training you about asbestos in '73 to '77 period? 24 A. No, sir. I can absolutely tell you they -- 25 they gave us no indication -- no training or nothing.	Page 116 1 (inaudible) component with anything that wasn't 2 specifically approved for that nuclear pipe and for that 3 particular valve; right? 4 A. That -- that -- that -- that's -- that's the 5 way it was supposed to be done, yeah. 6 Q. All right. Sir, when you were talking earlier 7 with Mr. Jonas's attorney, you mentioned a couple of -- 8 of names that I wanted to double-check with you on. 9 When -- when you were talking about 10 Grinnell and you talked about Grinnell pipe hangers and 11 Grinnell providing various materials to various sites, 12 do you remember Grinnell piping? If you don't, that's 13 fine. I don't want you to guess. 14 A. I do. I seen that name Grinnell a whole bunch. 15 I mean a whole bunch. And the majority of it was on the 16 structure (inaudible) hangers that was holding the pipe 17 in place. And I'm thinking some of them old-timers that 18 worked in these plants had (inaudible) those -- those 19 pipings. 20 Q. Okay. 21 A. But that -- that was before my time. 22 Q. So from -- from your -- from your own 23 recollection, it was pipe hangers. 24 Do you -- do you remember them associated 25 with anything else besides pipe hangers?
Page 115 1 That -- that -- they don't -- I'm saying -- and I'm just 2 going back by memory. I'm saying around '89, '90. 3 Q. Okay. So you don't remember anything starting 4 as early as '77? 5 A. No, not far -- no, not -- not as far as them 6 training us that asbestos was harmful to you, none 7 whatsoever. 8 Q. Okay. 9 A. (Inaudible.) 10 Q. And now, when you were working in the nuclear, 11 was there another level of precision, another level of, 12 you know, cross-checking because everything in the 13 nuclear plant had to follow particular regulations in a 14 different world than just the fossil plant? 15 A. Oh, yeah, nuclear was -- we got (inaudible) 16 that you had to work by in the nuclear plant. Yeah, you 17 would have to double verify a lot of things. Like, you 18 know, like this one -- ours like this, when they take 19 this valve out, the -- the valve or the component or 20 whether it might -- so it would have a tag on there that 21 would say "2CA valve" -- "209" or something like that. 22 And then you and another verifier would have to go up 23 there and say, "This is the correct component that we're 24 working on." 25 Q. And you couldn't replace either valve	Page 117 1 A. Well, they had -- they had these big old spring 2 cans Grinnell -- that had Grinnell on them. 3 Q. Would you say that again? I'm -- I'm not -- 4 A. They had these big old -- they had these big 5 old spring cans. It's part of the hanger, actually. 6 Some of that pipe would -- would move, and some of it 7 would vibrate and stuff, you know, when the plant was 8 running. And those spring cans was like a big shock 9 absorber (inaudible). 10 Q. Okay. Got it. I understand that. Sure. 11 Spring can -- can, it's got the -- the -- 12 the spring in it, so it moves like a shock absorber? 13 A. Yeah. Those act like great big shock absorber. 14 And there were bunches of those, and they had 15 Grinnell -- they had Grinnell -- they had tags on them 16 that had Grinnell, and it seemed like -- you know what, 17 I can remember Grinnell something. It had (inaudible) 18 on them. 19 Q. Okay. 20 A. I remember they -- I used to see tags on there, 21 and some of them are from Charlotte. I remember one of 22 them things had something to do with Charlotte on them. 23 But I -- I can't remember exactly what. 24 Q. That explains all that. 25 A. I said -- I said I didn't --

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Page 118 1 Q. When you were talking with Mr. Jonas's attorney 2 earlier, it was in the context of talking about valves 3 that you talked about the Grinnell cliff hangers. 4 So I wanted to double-check, do you 5 actually remember Grinnell valves or just the pipe 6 hangers? 7 A. Just the pipe hangers. 8 Q. Okay. 9 A. I don't -- I don't remember seeing no pipe or 10 valves or anything that had Grinnell on them 11 specifically, but I do remember seeing that Grinnell on 12 all -- a lot of the -- I mean, majority of the hangers 13 and stuff in these plants had Grinnell on them, 14 G-r-i-n-e-l-l [sic], Grinnell. I remember that. 15 Q. Got it. That makes perfect sense. Thank you. 16 Another thing, when we were talking about 17 pumps earlier, you remembered one that was G-o-u-l-d or 18 Gould or Gould or something like that. 19 A. Yeah. 20 Q. Do you remember -- well, since you're here for 21 Mr. Jonas's case and not your own, do you ever remember 22 seeing Mr. Jonas around the Gould pump? 23 A. Oh, we all was around them. You know, we was 24 in that (inaudible). We was working around it. We 25 probably walked by them a hundred of times.	Page 120 1 place. It might be a Westinghouse or something; I 2 remember seeing -- I seen a lot of G.E. and Westinghouse 3 equipment and stuff in these turbine buildings, too. 4 Q. Okay. Thank you. 5 A. And -- and some- -- and there was something 6 else I meant to tell y'all earlier that just now came to 7 my mind, and I -- and I wanted to say it. On these 8 boilers, they had these big old, they were heavy, big 9 old cast iron doors. And some of them, you could open 10 them and get inside the boilers and access it. And I 11 remember they had big old gaskets that went around that 12 thing. And some of them was big ole' gaskets like that. 13 And we was told later that them gaskets, they had had to 14 be asbestos as hot as that boiler got to keep from 15 burning them up. But we worked in them open, and them 16 gaskets, sometimes they just pile up, you know. 17 Sometimes we would have to pry that door open because 18 that thing had been closed for a long time. But 19 sometimes we would have to take a pry board or something 20 to open them things up. And -- and old gaskets and 21 stuff, you know those (inaudible) stuck. They used to 22 come back and put new ones on there, and they just take 23 them and put them in a bag or something and dis- -- 24 dispose them of. You know, they don't load them in the 25 trash or whatever. I do remember seeing a lot of them
Page 119 1 Q. Understood. 2 How about when (inaudible) work on the -- 3 you know, when -- 4 A. I -- I'm sure we probably had at -- at some 5 time or another, but I can't -- I can't be date specific 6 or exactly when, but I do remember that Gould pump. And 7 I remember they had some down at Oconee in the basement 8 of the turbine building, down in the basement. 9 Q. Excellent. So, now, that's -- that's super 10 helpful. So in the basement of Oco- -- cone were 11 Gould. 12 Do you remember any other location where 13 you saw the Gould pump? 14 A. I (inaudible). They probably had them in a -- 15 a lot of these other stations, you know. You know, 16 they -- a lot of their equipment -- when they 17 (inaudible) valve and equipment and stuff, I mean, 18 they -- they had used them in a lot of their plants 19 because it's -- you know, they worked well. I'm sure 20 they had them in probably some other plants, but I do 21 remember seeing that one at Oconee, and it was in the 22 basement. 23 Q. Got it. Okay. 24 A. And then it may not be there now, they may have 25 cut it out and put another or something else back in its	Page 121 1 broke gaskets around them boilers. 2 Q. Thank you. And, Mr. Fincher, if you ever 3 remember anything even if we're talking about something 4 different, just holler out and -- and let me know, and 5 that's -- that's -- we appreciate the fact that -- you 6 know, memories work the way they work, and they don't 7 always work exactly the way we wanted them to. So if -- 8 A. Well, I'm just trying to be -- I'm just trying 9 to be as honest as I can, you know. Sixty-five-year-old 10 mind don't -- from 30 years back, it's just hard to 11 think exactly. I'm just doing it by memory the best I 12 can, as truthful as I can. 13 Q. Well, we -- we -- we did -- we appreciate that. 14 I understand. 15 All right. Let me flip back -- 16 A. If I know, I'll say I know. If I don't, I'll 17 say I don't. And then some of these questions, I might 18 say, "Well, maybe, it rings a bell." That's it, you 19 know. 20 Q. Perfect. That is -- that's -- that's all we 21 need. 22 Let me flip back a moment to the Gould. If 23 I understand correctly, you remember one big Gould pump 24 in the basement of the Oconee in the turbine building; 25 is that right?

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Page 122 1 A. Yes, sir, that's right. 2 Q. And you said that you could have run across 3 them at other sites, but you couldn't be specific; is 4 that right? 5 A. Yeah. Now, the Gould was a pump. 6 Q. Yes, sir. 7 A. Frankly speaking, I'm thinking it was a pump. 8 Q. Yes, sir. 9 And do you remember it from any other 10 locations besides Oconee that you can be sure of? 11 A. Not -- not -- not off the top of my head. But 12 I'm sure there were others in other plants. I'm sure of 13 it. A lot of these old -- old plants -- older plants 14 like that, a lot of -- you would see a lot of equipment, 15 the same -- the same type of equipment or the same 16 company made them. And I can just remember seeing it 17 on -- on stuff. 18 Q. All right. Sir, do you remember seeing 19 Mr. Jonas around a Gould pump when it was being worked 20 on? 21 A. No, sir, not -- no, sir, I cannot say I did. 22 Q. Okay. Let me flip back to -- 23 A. I'm sure there's been -- I'm sure sometimes he 24 probably may have been. I can't say he was, and I can't 25 say he wasn't. I don't -- I don't -- I can't	Page 124 1 S-u-l-a-i-r [sic]. Sullair was a compressor. You know, 2 we worked on some of them Sullair systems. We installed 3 them. 4 Q. And this was at Oconee? 5 A. Yes. I -- I do know that for a fact. It was 6 up on the -- the actual turbine -- turbine deck up on 7 the very top floor. 8 Q. You were -- 9 A. I know that for a fact. 10 Q. Let me flip back to York for a minute. I 11 appreciate your chiming in with Sullair. 12 Did you ever see Mr. Jonas work on a York 13 compressor or York anything? 14 A. No, sir, I did -- I can't -- I can't say that. 15 I can't answer that because I don't know. 16 Q. That's fine. 17 There was another pump that we talked 18 about. I think Mr. Jonas's attorney asked you if you 19 remember a Bell & Gossett pump, and you said you 20 remember the name Bell. 21 Do -- do you remember Bell or Bell & 22 Gossett? 23 A. I just remember that name Bell. 24 Q. Okay. 25 A. It doesn't ring a bell for me, Gossett. I
Page 123 1 specifically say, "Yeah, I saw Ronnie working on this." 2 I cannot do that because I didn't see it. 3 Q. I understand. 4 So let me flip back another name that I had 5 a question mark beside. It's when we were talking about 6 your -- you said you recall the name. You weren't -- 7 but you weren't -- you don't recall working on -- on 8 any York equipment; is that right? 9 A. I -- I -- I have seen that name in plants and 10 stuff, York. But I can't -- I can't be component 11 specific on that right now. I can't remember. 12 Q. Can you -- can you put Mr. Jonas around a piece 13 of York equipment at any time? 14 A. I can't, no. 15 Q. Okay. And do you know whether you -- the York 16 equipment that you remember was a compressor or some 17 other piece of equipment, that it states, you know, what 18 kind of piece of equipment it was? 19 A. I'm -- I'm -- I'm thinking it may have been a 20 compressor. 21 Q. Okay. Did you ever see Mr. Jonas work on a 22 compressor? 23 A. Those -- oh, gosh, once we went to Oconee -- I 24 recalled the name of it earlier. That -- Sullair, we -- 25 we worked on that Sullair. Yeah, we --	Page 125 1 do -- that -- that Bell strikes me. It -- it -- it -- 2 it -- it rings a bell, that Bell does. 3 Q. It rings a bell, I understand. 4 Now, of course, there's a lot of Bells, 5 and -- and if you're as old as you and I are, we 6 remember Bell Labs and all Bell Telephone and everything 7 like that. 8 But for this -- in this case, do you 9 remember the name Bell associated with something else 10 besides telephones? 11 A. Well, like you said, that Bell & Gossett, it -- 12 it -- for some reason, I could -- and I can't 13 specifically say it, but I -- it just rings a bell with 14 me. I seen it somewhere. I don't remember exactly 15 when, but I -- I seen that. 16 Q. Okay. Do you happen to know whether it was 17 before or after you met Mr. Jonas? 18 A. It was af- -- after. 19 Q. So sometime after '77? 20 A. Yes. 21 Q. Do you happen to remember whether you ever saw 22 Bell or Bell & Gossett on a pump or whether it was 23 another piece of equipment? 24 A. No, I can't -- I can't remember. I -- I just 25 can't remember what it was.

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Page 126 1 Q. Sure. 2 And if you can't remember what it was, you 3 probably can't testify that Mr. Jonas was around it 4 because we're not sure what it was? 5 A. Yeah, that's correct. I -- I can only -- I 6 can -- yeah, I can relate to that, I -- I can't honestly 7 say because I don't know. 8 Q. All right. Sir, right now that's all the 9 questions I've got for you. And if I find any other 10 question marks in my notes, I'll chime back in. But I 11 do appreciate your time, and it's also nice for you to 12 be outside even if we're not outside. 13 A. Oh, yeah. I -- I -- I -- I will say one thing, 14 though. I mean, I've been wanting to say this. If any 15 of these products was used in these plants and stuff, we 16 was probably getting, at some time or another, exposed 17 to something that had to do with because, like I said, 18 if somebody came in and worked on that pumps six months 19 before we got there or a year before, it stirred up a 20 bunch of dust, and it might be there laying up on a 21 I-beam or windowsill, you know. Because, like I said, 22 you open up that big can of soup. When it's contained, 23 you got it right there, but when you open up that 24 system, that stuff goes airborne. It could be anywhere. 25 Q. Thank you. I appreciate that.	Page 128 1 A. Yeah, because they're (inaudible) down here. 2 Q. That's right. That's right. Yes, sir. 3 I had a couple of questions that I wanted 4 to talk about with you related to your more general work 5 history at Duke, and then we'll get to the -- I wanted 6 to talk about one pump and one valve, just to let you 7 know where I'm going. Okay? 8 A. Okay. 9 Q. So you just testified that you started at -- at 10 Duke first in '73 for southern building maintenance at, 11 I think, River Bend. And then you went to McGuire in 12 '74 and '75. And then you had a -- a couple of years 13 where you moved from Duke to Porter Fabrication, and I 14 think you said that you had been laid off because the 15 economy got tough in the mid-'70s there; right? 16 A. Yeah, that was around 1970- -- between '73 and 17 '74. Well, no, se- -- no, 70- -- 1970- -- I graduated 18 high school in '73, and I was working with McGuire, so 19 that's between '74 and '75. 20 Q. Okay. And then, George, you already testified 21 that you did not know Mr. Jonas during those first few 22 years that you were at Duke in the early '70s; right? 23 A. No, sir, I did not know Ronnie until 1977. It 24 would have been around April, May, June, '77. That's 25 when I -- after I started working there -- I've been
Page 127 1 A. I mean, I can honestly say that. And they 2 might have gotten there and blew that thing up with an 3 air hose, and that stuff -- y'all (inaudible). Like I 4 said, we might come in there a year later and be working 5 in there and it would still be laying there, that 6 asbestos. You know, you can't just pinpoint and say, 7 "Hey, this asbestos comes from that or that or that or 8 that." I mean, who knows. 9 Q. Understood. Thank you. 10 MR. HUMEN: All right. Who wants to go 11 next? 12 MR. GLENN: This is Jase Glenn. I'll go, 13 if it's all right. 14 MR. HUMEN: All right. 15 FURTHER EXAMINATION 16 BY MR. GLENN: 17 Q. Hi, Mr. Fincher. My name is Jase Glenn. I'm 18 down in Columbia as well. I don't know if you can see 19 me or not. But I did put my video up in case you can. 20 If you can't, that's all right, too. 21 A. Oh, you ain't a Gamecock fan, are you? 22 Q. That depends on what the answer is that you 23 want -- want it to be. I'm teasing. 24 A. Okay. I won't hold it against you. 25 Q. It's a good time to be a Tiger these days.	Page 129 1 working there for about a month or so, you know, and 2 then we got to working around each other, and I got to 3 talking with Ronnie, and I said, "Where" -- "where" -- 4 "where are you from?" 5 He said, "Mount Holly, North Carolina." 6 I said, "Well, that's where my daddy is 7 from, Mount Holly." And I said, "I live in Charlotte," 8 and I said, "It's about 8 miles from Mount Holly," you 9 know. So we got -- 10 Q. Okay. 11 A. -- to talking, and, you know, we got to be 12 friends. 13 Q. So y'all -- y'all made that connection just 14 because you were kind of -- your houses were relatively 15 close to one another; right? 16 A. Well, more or less and we got to talking, and 17 then, yeah, we got to be good friends, and we remained 18 friends, like I said, 30 -- close to 30 years, I -- I 19 would say. 20 Q. Sure. 21 And so for the first, I think you 22 testified, seven or eight years from about that -- that 23 '77 period when you got to -- I think we're talking 24 Catawba; right? -- until '85, and you thought that it 25 was maybe late '84 --

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Page 130 1 MR. GLENN: Hold on one second. Just a 2 second. Let's go off the record. 3 (Off-the-record discussion held.) 4 Q. (BY MR. GLENN) So what I was saying was, you 5 get to -- you go back to Duke when you get hired that 6 second time in 1977. You said it was April, May, June, 7 somewhere in there, and you met Mr. Jonas, and that's at 8 Catawba. And Mr. Jonas is there from '77 until '84, and 9 you're there until '85, a little bit longer than -- than 10 him; right? 11 A. Yes, sir, I will say that would be pret- -- 12 pretty close. 13 Q. Okay. And during that stretch of time, y'all 14 were not in the same crew. Some days -- you said some 15 days you might work near him, and then you might go a 16 month without working with him; is that right? 17 A. No, the -- no, during the construction years, 18 we were not in the same crew, but we worked around each 19 other, and when we went to Oconee in the southern 20 division, we -- me and Ronnie was on the same crew. 21 Q. Yes, sir. And I'm getting there. I'm just 22 talking about Catawba first. 23 Catawba, y'all are not in the same crew; 24 right? 25 A. No, sir, not at that time.	Page 132 1 welders then, so the fitters didn't get -- didn't -- 2 didn't go. They just sent the welders down there. 3 That's the only time they really separated us. 4 Q. I got you. 5 Do you remember about how long those 6 periods of time were where -- where Mr. Jonas got 7 separated from you and goes down to Belews Creek or -- 8 what was the other one you said? 9 A. Dan River and Belews Creek. 10 Q. Dan River. 11 A. I -- I'd say they went down -- I'm -- I'm 12 saying a couple of months. 13 Q. Couple of months. Okay. 14 And then you're -- you're doing this work 15 where -- where you're primarily stationed at Oconee but 16 going back and forth to other plants from that '85 17 window until you leave Duke the second time in 1996; is 18 that right? 19 A. Yes, sir. 20 Q. Okay. And during that entire window of time up 21 until 1996, aside from those stints at Belews Creek and 22 Dan River, is Mr. Jonas always in your crew or did he 23 move to a different crew at some point? 24 A. We were -- we were -- we were in the same crew 25 (inaudible) after I got laid off there, then Ronnie went
Page 131 1 Q. What I said is correct? 2 A. Yes, sir. 3 Q. Okay. We just had a double negative there. I 4 wanted to make sure. Okay. 5 So then we get to Oconee, and you go there 6 in '85, and Mr. Jonas was already there, and y'all are 7 in the same crew; right? 8 A. Yes, sir. 9 Q. And -- and are you in the same crew from 10 day one at Oconee? 11 A. Yes, sir. 12 Q. Okay. And then you tes- -- you testified about 13 working at Oconee, and then you might be subbed out 14 or -- subbed out is the wrong word, I'm sure. You -- 15 you might be lent out to another plant, as needed, for 16 outages or -- or whatever work was done at some of those 17 steam stations; right? 18 A. Yes, sir, that's exactly correct. 19 Q. Okay. And when you did that work, is Mr. Jonas 20 always in that same crew with y'all? Do y'all always go 21 to the same other plants together? 22 A. We -- you know, yes, sir, we pretty much was in 23 the same crew the whole time. But there was a couple of 24 times when they -- they sent them welders down there at 25 Belews Creek and Dan River. And they only needed the	Page 133 1 to work for -- he -- he was working on those heat 2 exchangers. I remember his boss, his name was Bill. 3 Q. You're saying he was working on heat exchangers 4 when you -- when you left in '96? 5 A. Yes. Well, when -- when I got -- when I got 6 laid off, Ronnie didn't get laid off. He got to keep 7 working for Duke. And he transferred back to -- let's 8 see, I'm thinking McGuire, and -- and he -- he worked on 9 the heat exchanger crew. They work on these heat 10 exchangers. 11 Q. Okay. But you didn't do that work with him; 12 right? That was -- you just know that from talking -- 13 from having talked to him? 14 A. Yeah, yeah. 15 Q. Okay. 16 A. No, I wasn't on that crew. I was laid off 17 then. And I -- I got laid off in '96, January the 19th 18 of '96. I do remember that day. And Ronnie -- we -- 19 we -- we was at Oconee, and then right after I got laid 20 off, Ronnie wanted to be back home, so he -- he 21 transferred back to McGuire. 22 Q. Okay. 23 A. I'm trying to think of that name. I know his 24 name was Bill. And that's a poor-headed guy. 25 Q. And then after that, you came back to Duke

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Page 134 1 again but for another contractor called Atlantic Group; 2 is that right? 3 A. Yes. Yes, sir, it was Atlantic -- it was the 4 Atlantic Group, and then later on, it was called 5 DZ Atlantic, Day & Zimmermann. Day & Zimmermann bought 6 them out. And then it was Day & Zimmermann Company, but 7 they later on just called them DZ, Day & Zimmermann. 8 Q. I got you. 9 And when you worked for Atlantic Group and 10 then DZ Atlantic and then DZ, did you work side by side 11 with Mr. Jonas? 12 A. No, at that time, I didn't. Ronnie, later on, 13 he -- he went into the -- he got -- he retired from 14 Duke, and he was working with them planners, and it 15 was -- it was another company that -- and I'm trying to 16 think of the name of it. So when he was a planner -- I 17 can't think of the name of it now, but he -- he worked 18 for them about two or three years until we retired. I'm 19 trying to remember the -- 20 Q. Does Allied Technical Resources sound familiar? 21 A. That's it. That's correct, Allied. He 22 worked -- he worked for Allied for several years, and he 23 was in the (inaudible), you know. 24 Q. Okay. 25 A. He had a decent job then. You know, he got --	Page 136 1 of pipes; right? 2 A. There's a bunch of them. Yeah, some of them 3 was installed, and some of them was demolition. Some of 4 them, we had to demo. 5 Q. Okay. And -- and the vast majority of the 6 pipes that we're talking about at this Duke Power 7 facilities were insulated; right? 8 A. Yes, sir, they were. 9 Q. Okay. And would you estimate that at some of 10 these plants, we're talking about like miles and miles 11 of insulated piping? 12 A. Yes, sir. 13 Q. Is that fair? 14 A. Yes, sir, a bunch -- I mean, it's miles and 15 miles. The only (inaudible). I don't know if you have 16 been out there, but if you go in there, you'll see 17 there's a bunch and bunch of pipe, I mean. 18 Q. Right. 19 And -- and your crew's job was -- as you 20 were much more precise with it than I was, which makes a 21 whole bunch of sense because you were doing it and I 22 wasn't. But y'all's job was to -- if -- if I'm boiling 23 it down to being very, very simple, it's to put new 24 pipes in or take old pipes out; right? 25 A. Yes, sir.
Page 135 1 he -- he kind of moved up the food chain a little bit. 2 Q. Right. Of course. 3 But my point is, when you were at Atlantic 4 Group and then the subsequent entities that Atlantic 5 Group turned into, you didn't work with Mr. Jonas side 6 by side; is that right? 7 A. Yeah, that correct. I didn't work (inaudible). 8 Q. Okay. Got it. Okay. 9 So when y'all were in the same crew, that 10 crew, am I right, was comprised of pipe fitters like you 11 and welders like him; is that correct? 12 A. Yes, sir. 13 Q. Okay. No other trades in your crew other than 14 pipe fitters and welders; right? 15 A. That's basically right -- correct, yeah. 16 Q. Okay. And it sounds to me like your primary 17 job in that crew is to hang pipe; right? 18 A. Well, fabricate it. We fabricated it, and we 19 installed it. We also took it out. 20 Q. Sure. 21 A. It was on (inaudible), and we removed it and 22 took it out. 23 Q. Yes, sir. 24 So, you know, if -- if you -- in these 25 plants that we're talking about, there's a whole bunch	Page 137 1 Q. Okay. And his -- Mr. Jonas's job was the 2 welder who's fabricating to -- to connect the pipes 3 together; right? 4 A. Yes, sir. He -- we fit it and he would come in 5 after us and weld them back together. 6 Q. Okay. And then there were other crews, I think 7 you called them valve crews and pump crews, that would 8 be assigned to do work on valves and pumps primarily; is 9 that right? 10 A. Yes, sir. And, you know, like I said, 11 sometimes we would have to go over and help -- give them 12 a helping hand. You know, if they were short on help, 13 you know, we -- 14 Q. Yes, sir. 15 A. -- would go over and -- 16 Q. Yes, sir, I understand. 17 A. -- give them an extra hand. If one of their 18 men leave out of work that day or something or sick, we 19 would go over and, you know, say, "Hey, I need to borrow 20 one of your hands today." 21 Q. Sure. 22 So -- so it may be an all hands on deck 23 thing where they may need an extra set of hands or 24 several extra sets of hands to help them pull out a pump 25 or a valve or -- or unbolt the flange at a pump or a

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Page 138 1 valve or something like that; right? 2 A. Yes, sir. 3 Q. Okay. But as a general rule, that wasn't 4 y'all's job to do that; right? 5 A. That wasn't our primary assignment, no, sir. 6 Q. Yes, sir. Okay. 7 Now, if Mr. Jonas had to do any work on -- 8 on a pump or a valve, my understanding would be, as a 9 welder, his primary job might be to weld in, if -- if it 10 required to be welded in, that -- that piece of 11 equipment, whether we're talking about a pump or a valve 12 or whatever; is that fair? 13 A. Right, that's fair. (Inaudible), yes, sir. 14 Q. Okay. And if you're welding in a piece of 15 equipment like a pump or a valve, obviously, there's no 16 flange because you're -- you're welding it. You're -- 17 you're -- you're connecting two pieces of metal with the 18 weld, so you don't need a flange with a flange gasket; 19 right? 20 A. No, not -- not -- not in that specific job 21 scope, no, sir. But I will say this, and I know Ronnie 22 welded on some of these, too, that main steam pipe that 23 stuff is about -- that pipe is probably about -- or 24 close to 3 inches thick. There's a lot -- there's a lot 25 of weld. There's a big old thick weld joint on them.	Page 140 1 welding. And then after they got done welding, they 2 would have to wrap that thing back up and put those 3 heaters on there, and that machine brings the heat down 4 real slowly. It was -- it let -- it let the stress off, 5 because if you didn't, that weld would crack. 6 Q. I got it. I got it. 7 A. So -- 8 Q. So -- so then -- 9 A. So we was -- we was exposed with a lot of 10 asbestos just doing the pipe stuff and everything, and 11 we didn't know at that -- at that time. 12 Q. Right. 13 So what you're saying -- I've not heard 14 this before. This is very interesting. So you -- you 15 had to get the -- the metal hot up -- basically up to 16 temperature before you would start welding, and then you 17 would have to bring it down gradually. Otherwise, you 18 would risk the temperature fluctuating too quickly and 19 causing a problem with your weld, causing it to crack, 20 basically? 21 A. Yeah. Yes, sir. Yeah, we -- 22 Q. Okay. 23 A. We have to (inaudible) that stuff. And -- and 24 then we was told that stuff has asbestos. But, you 25 know, I don't know.
Page 139 1 They put J valves on them, you know -- 2 Q. Yeah. It -- 3 A. -- stress relieve that pipe. They had put 4 these heaters on there, big electric heaters, and they 5 wrap it, and they plug it into a electric -- 6 computerized electrical box, and they would bring that 7 thing up to a -- they -- they called it a thermo- -- I 8 can't think of the name of that thing. But anyway, they 9 would bring that pipe up to say 6-, 700 degrees, and 10 they would heat that pipe, and they would have to wrap 11 that thing with these blan- -- insulation blankets. And 12 we come to find out later, them things wasn't nothing 13 but asbestos. And at Duke, people would be laying on 14 that stuff, using it like a pillow or something. They 15 would be just laying down under the pipe welding. They 16 put kind of like a little mattress, you know, rolling 17 around in it. 18 Q. Got it. 19 And so -- 20 A. (Inaudible) and they would have -- they -- they 21 spent -- it took a long time to weld one of them pipe 22 circles. It was 24-inch pipe. 23 Q. Right. 24 A. Some of them -- some of them was 36-inch pipe. 25 And they might spend three or four days constantly	Page 141 1 Q. Right. 2 And so -- so you're getting the metal so 3 hot, you're saying, you're putting -- you or Mr. Jonas 4 would be putting these asbestos blankets over the metal 5 so somebody wouldn't get an -- an awful burn from the 6 metal; right? 7 A. Yeah. Well, we -- we didn't -- we didn't put 8 them on. They had -- the -- they had a stress relief 9 crew that (inaudible). And (inaudible) was a supervisor 10 back then, and his men would come in there and put them 11 on and take them off. They would lay them blankets down 12 here beside them. Welders get -- they're welding and 13 they'd take one, pull it up underneath the pipe. 14 Because that pipe (inaudible) a foot or two off the 15 ground, and they would lay on it, use it like a 16 mattress, you know, to keep (inaudible). 17 Q. Did -- did you ever see Mr. Jonas do that? 18 A. I seen him weld on that stuff. And I -- you 19 know, I'm pro- -- I'm probably pretty sure that he did 20 that. 21 Q. Did the blankets ever become like frayed or 22 broken down a little bit? 23 A. Well, I'm sure they did. After use- -- after 24 people have been down there, wading down, holding them 25 over them big old pipes and putting them --

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Page 142 1 Q. Right. 2 A. -- (inaudible) on them, I'm sure it got -- I'm 3 sure it got battered up, spread some of that 4 (inaudible). You couldn't help but not to. 5 Q. Right. 6 And do you remember who made any of those 7 blankets? 8 A. No, sir, I do not. I just remember they were 9 there. 10 Q. Understood. And -- and you've done a good -- 11 great job at this so far. And I'm just going to remind 12 you, I'm asking you stuff that happened 30 and 40 years 13 ago. That is not lost on me. So, "I don't know," or "I 14 just can't remember that" are perfectly acceptable 15 answers. I just have to ask just in case you do somehow 16 remember, and you've remembered some impressive things 17 today, by the way. 18 A. I'm try- -- I'm trying to, you know. Like I 19 said, my 65-year-old brain needs to -- 20 Q. I understand. 21 Talking about the insulated piping, when 22 y'all would remove pipes as part of your job while you 23 worked in the same crew with Mr. Jonas, would the 24 insulation sometimes still be on or would somebody 25 remove the insulation before you tore out the pipes?	Page 144 1 skins off the boiler. And then they had that old 2 crumbly insulation behind them. And I can remember 3 this, they had -- you know what chicken wire is off the 4 chicken houses. They had -- they had old chicken wire 5 right there, I guess, to help hold -- reinforce that 6 stuff. They had put it up there, and I guess they had 7 put that old insulation mud or something on it, but 8 it -- it was so crumbly it just fell apart. I mean, I 9 know the chicken wire was rusty. I mean, it's just 10 crumbly and fell apart. And we was up there taking that 11 stuff off, and I remember I -- we didn't have no 12 respirator, so I -- I went and got a -- we got some 13 (inaudible) at the shop. My mom made me a bandanna to 14 put around my head, made -- made me like a makeshift 15 redneck insulator (inaudible). But, you know, we tie 16 them around our head back then. 17 Q. Okay. But at this -- du- -- during all of 18 this, Duke Power is not talking to -- your employer, 19 Duke, is not talking to you about wear respirators or -- 20 or potential hazards of asbestos; is that true? 21 A. No, we had to wait for -- for that training. 22 But, you know, like I was telling the guy earlier, most 23 of the time, we wore them respirators as long as we was 24 doing radiological work. And we've done that, you know, 25 to keep from breathing in ionized -- ionized -- I can't
Page 143 1 A. Now, usually -- well, it -- it would have to be 2 removed because we couldn't get to the component to work 3 on it. So they would -- they would -- they would -- 4 prior to the work, you know, they would identify and 5 say, "Hey, this insulation needs to come off." They -- 6 they would send a crew down there to go (inaudible). 7 Back in the old days, we -- we would just take it and 8 tear it off ourselves sometimes, you know. 9 Q. Right. 10 And -- and did you do that -- 11 A. We -- we didn't know that stuff was harmful, I 12 mean, you know. We just thought -- 13 Q. Yes, sir. 14 A. We just thought it was like (inaudible) you put 15 in your walls (inaudible) -- 16 Q. Right. 17 A. -- fiberglass or something like that. We 18 didn't know -- we didn't know it was asbestos, you know. 19 Back in the old days -- 20 Q. And -- yes, sir. 21 And when y'all tore those -- when y'all 22 tore that insulation out yourselves, was Mr. Jonas 23 there? Did he do that, too? 24 A. Yes, some of the time, he was. I know -- I 25 remember Buck, me and Galen was up there and taking them	Page 145 1 exactly say that word -- ionized radiation. 2 Q. Uh-huh. 3 A. We kept -- you know, to keep from breathing in 4 the radio- -- radioactive particles, you might say. 5 Q. Right. Right. 6 So -- so they're making you wear 7 respirators to prevent radiation exposure, but not 8 related to asbestos until, you said, 1989 or 1990; is 9 that right? 10 A. Yeah, after we -- we got training, then they 11 started making -- if you work around there and you 12 didn't have a respirator on -- but that -- that -- 13 that's when they had their own insulator. We wasn't 14 allowed to touch it. They (inaudible) -- they -- they 15 had their own insulator crews, and they'd come down 16 there. 17 And I remember going to -- when they 18 started that training, then they would have to come in 19 there and spray that stuff out. They call it 20 surfactant, and it was supposed to keep that stuff from 21 getting airborne, just wet the thing, wet the fibers 22 down, and it was supposed to keep it from getting 23 airborne. But, shoot, back in the old days, they -- I 24 seen them take an air hose, and the air hose would blow 25 that stuff up.

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Page 146 1 Q. Right. 2 And before that 1989 or 1990 one-day 3 training session, you said y'all had never talked about 4 asbestos. 5 But did y'all have regular safety meetings 6 at Duke just more generally, like wear your hard hat and 7 that kind of stuff? 8 A. Yeah. So we had -- you know, back in the early 9 days, for a long time, the -- the only thing we had was 10 a hard hat. And they didn't -- and they didn't -- we 11 didn't have any safety glasses. When they started that 12 program, then -- then they went (inaudible) have a 13 hearing protection and then safety glasses and a hard 14 hat, and then they started making us wear steel-toed 15 shoes, you know. (Inaudible) safety meeting before 16 (inaudible) said, "Make sure you got your PPE," 17 personal -- personal protective gear, hard hat, safety 18 glasses. If we go up, they would -- 8 feet tall, or 6 19 to 8 feet, make sure you got a safety harness on and tie 20 up yourself. In case you fall, it will catch you, you 21 know stuff like that. 22 Q. Sure. 23 And when they talked to you about that, was 24 that like a weekly safety meeting or monthly safety 25 meeting?	Page 148 1 ever coming out to a Duke plant where you worked? 2 A. No, I never did. 3 Q. Okay. 4 A. I'm sure they probably did, but I don't know 5 who they were or what they were doing. 6 Q. Okay. 7 A. I know there had been a panelist, you might 8 say. I mean, the -- if they came there, I might have 9 been sitting there talking to them and just didn't know 10 who they were. 11 Q. Okay. 12 A. But, no, I never did have no personal contact 13 with any of them. 14 Q. Okay. You mentioned at one point when you were 15 talking to Mr. Humen a story about one of your 16 supervisors. And this -- I think you said this was 17 before that 1989 or 1990 course that you took that y'all 18 asked about asbestos, and he said something like, "Don't 19 worry about asbestos, just get back to work." 20 A. Yes, sir. Yes, sir, that's -- I remember that 21 like it was yesterday. We -- we was working that -- we 22 was down at Lee Steam Station, and me and Galen 23 Garren -- and y'all might talk to him later, I don't 24 know, but it was me and him, and they sent us up there 25 (inaudible), and they had these box stations, I called
Page 147 1 A. U- -- usually, (inaudible) in -- in the 2 mornings. Let's see. I mean, years ago, we didn't -- 3 well, like, back then, we didn't really have to 4 (inaudible) -- it might be -- like you said, it might be 5 once a week. But then right there last week, we had 6 American Day, you know, we talked (inaudible) and stuff 7 and you guys (inaudible) and you come back and say, 8 "Let's do a quick (inaudible). What's the job hazards 9 in this area?" And you say, "Well, we've got 10 (inaudible)," you know. "Don't get underneath that 11 scaffolding." If you get up there, make sure you're 12 tied up. If you're in a room welding -- 13 Q. Okay. 14 A. -- make sure you put a welding mask so people 15 wouldn't get their eyes burnt, you know, stuff like 16 that. 17 Q. Yes, sir. 18 And -- and when they talked about that, do 19 you remember them discussing OSHA or OSHA regulations? 20 A. Yeah, I've heard that. Tying up with them 21 safety harness is part of the OSHA thing, you know. 22 I -- I remember hearing that OSHA, Occupational Safety 23 Hazard or something like that. 24 Q. Right. 25 Do -- do you remember anybody from OSHA	Page 149 1 it. Those are the big old wide -- big old wide high 2 beam that was (inaudible). What they did, they was 3 stepping on those. It was kind of like a -- the scale 4 went from (inaudible). It -- it was like a (inaudible) 5 to have the water wall tubes -- you know, to support 6 for, you might say. It held (inaudible) water wall 7 tubes and everything. 8 And when -- when we start cutting them 9 water wall tubes out there and everything, we were 10 (inaudible) -- it was 3-inch, 3- or 4-inch angular. And 11 it was real heavy angular, it looks like. And half of 12 3- or 4-inch thick, it was heavy, and we got to cut some 13 pieces. I guess that would be probably around 2-foot 14 long. And we had to weld them (inaudible) and then we 15 had two high beams and welded it to keep that thing from 16 shifting and moving, you know, keep the stuff loose. 17 You know, you had to have something to hold it steady. 18 So we was out there on that box station. 19 We was crawling there, and I noticed a bunch of like 20 white dust, white stuff everywhere. And we had to get 21 the job done. Me and Galen, we've been in there about 22 half an hour (inaudible). The elevator go off, and this 23 safety guy, Logan Hunt was his name, he got up to 24 (inaudible) and came up there, and he said, "Hey, what 25 are y'all doing down there?" He said, "What y'all are

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Page 150 1 crawling around right there is asbestos. So y'all need 2 to get out of there." 3 We said, "What?" 4 He said, "Well, that white stuff is 5 asbestos." He said, "They took some insulation or stuff 6 last night." 7 And I said, "No." Well, I wonder why they 8 didn't clean it up or something. 9 Meanwhile, Galen, he got real -- Galen got 10 upset about it, and he went down there to J.R. Wilson, 11 our supervisor, and he said, "J.R., you sent us right 12 there to do that work," and he said, "We were crawling 13 around all that stuff." And Logan got up the elevator, 14 and he said, 'What are y'all doing in that asbestos?' 15 And he made us leave. 16 And Galen was -- you know, Galen, he -- he 17 was real concerned about Jay Austin, "Oh, you just need 18 to forget about that." And he said, "Yeah, just 19 forget" -- "nothing happened. Ain't nothing wrong with 20 that." He said, "Y'all just" -- "y'all need to get up 21 there and (inaudible). Y'all need to get up there and 22 go back to work." And he -- and he, you know, tried to 23 sweep it under the rug. Galen -- 24 Q. Do you believe-- 25 A. (Inaudible) --	Page 152 1 Q. Do you know what J.R. stands -- stands for or 2 stood for, just out of curiosity? 3 A. It seemed like it was James something Wilson. 4 Q. Okay. 5 A. -- or Jim Wilson, yeah. They -- the welders 6 always call him J.R. That's about really all I know. 7 Q. Sure. 8 And do you believe when he told you -- you 9 forget that happened, that he was aware of the hazards 10 of asbestos? 11 A. I wouldn't doubt it, but, you know, he -- he -- 12 he probably wouldn't tell you that. He would probably 13 lie to you. 14 Q. Okay. 15 A. (Inaudible), you know. He -- he pro- -- he 16 probably -- he probably got amnesia, you might call, 17 now, don't want to remember that. 18 Q. I understand. 19 Do you remember or can you estimate about 20 when this was? Are we talking like mid-'80s or before 21 that? I know you said you were at Lee, and I know you 22 were at Lee a few times. 23 A. Yeah. Well, really, I -- I can kind of put 24 it -- I can put a -- not -- not an exact date, but I can 25 tell you this, what year was that Hurricane Hugo came --
Page 151 1 Q. Do you believe -- sorry, go ahead. I didn't 2 mean to cut you off. 3 A. Oh, I said -- I said, if Galen was sitting 4 right here -- if he was sitting here right now, he -- I 5 could walk off, and he would tell you that same story 6 (inaudible) just like I told you. He would probably 7 tell you the exact words that J.R. told us. 8 Q. And I'm so sorry, what is Galen's last name? I 9 didn't catch it. 10 A. Galen's last name, Ga- -- Garren, G-a-r-r-e-n. 11 He -- he was a welder, too, you know, him and Ronnie, 12 welder together. 13 Q. Are you still in touch with Mr. Garren? 14 A. Not on a regular basis. I talked to him maybe 15 every once in a while. He -- he lived down at Carolina 16 Beach. He lived down at Carolina Beach, so I don't see 17 or talk to him very often. Just once in a blue moon, 18 he'll call and talk to me. 19 Q. Got it. 20 A. But, no, we're not in constant contact, you 21 know. 22 Q. Okay. And -- and J.R. Wilson was the crew 23 supervisor for you and Mr. Jonas; right? 24 A. Yeah, he -- yeah, he was the -- yeah, he was 25 our supervisor, yeah.	Page 153 1 came through? 2 Q. I think that's 89. 3 A. Is that '89? 4 Q. I think that was '89. 5 A. Okay. We was working down at Lee when Hugo 6 came through. I do remember that. And it was -- I'm 7 going to say this was around '88 -- '87, '88 or between 8 '88 and '89, somewhere in that -- we was down there at 9 (inaudible). I'm -- I'm going to -- I'm going to 10 guesstimate. That was around '87 or '88 that that 11 happened. 12 Q. Okay. Thank you. 13 A. Give or take a year. 14 Q. All right. I wanted to ask you about a couple 15 of different products that you mentioned earlier. The 16 first one is Buffalo pumps. 17 I think you were -- I think Mr. Humen asked 18 you if you remember Buffalo pumps, and you said it rings 19 a bell; is that right? 20 A. Yes, sir, I -- I -- I can remember seeing that 21 thing, Buffalo. 22 Q. Okay. Can you say that you ever saw Mr. Jonas 23 worked around the Buffalo pump? 24 A. I can't -- I can't -- I can't honestly say, no, 25 I do remember -- know that -- that he did.

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Page 154 1 Q. All right. 2 A. I'm sure that he did, but I can't say that he 3 did for (inaudible). I can't say or -- pinpoint and say 4 yes and say no to -- 5 Q. Okay. 6 A. No, sir, I never seen him (inaudible). 7 Q. Yes, sir. 8 Can you, as you sit here, remember where 9 you've seen a Buffalo pump at any of the Duke Power 10 facilities where you've worked? And I don't want you to 11 guess. I understand that you think you saw them at some 12 point, but -- but my question is very specific, and that 13 is, can you tell me a location where you specifically 14 recall seeing a Buffalo pump? 15 A. I seen them, but I can't say -- like I said, I 16 worked with so many damn plants. It's hard for me just 17 to sit here and pinpoint. But I had seen them. 18 Q. Yes, sir. I understand. 19 Can you tell me a type of pump that you 20 think you remember seeing a Buffalo pump or anything 21 about what was flowing through a Buffalo pump that you 22 ever encountered, anything specific like that? 23 A. I'm saying it was -- I'm saying it was in the 24 basement in the turbine building, and I'm thinking it 25 was just raw water going through it.	Page 156 1 Anchor/Darling. 2 As you sit here today, can you remember 3 ever witnessing Mr. Jonas work on or around an 4 Anchor/Darling valve? 5 A. No, sir, not while I was around him. I didn't 6 see him worked on them. 7 Q. All right. Sir, can you tell me what -- what 8 location you ever recall seeing an Anchor/Darling valves 9 during your years of the numerous Duke plants where you 10 worked? 11 A. I know there was a lot of them at Oconee. 12 Q. Okay. 13 A. Catawba had some. 14 Q. Okay. 15 A. They were pretty common valves. I -- I'd say 16 they used them in a lot of them places. I do know 17 them -- them plants had them. 18 Q. All right. Do you remember what type of valve 19 an Anchor/Darling valve was that you recall? Do you 20 know what I mean by "type"? 21 A. Yeah, they -- they -- they were like a globe 22 valve or gate valve. You know, they had a handle. When 23 you open it, it (inaudible). 24 Q. Yep. 25 So globe and gate Anchor/Darling valves;
Page 155 1 Q. Basement of the turbine building of what plant 2 or can you say? 3 A. I can't honestly say. I'm thinking McGuire. I 4 mean -- 5 Q. Okay. But is that a guess? 6 A. No, Oconee. Yeah, that's a guess. I'm saying 7 Oconee. 8 Q. Okay. And you think those -- you think that 9 was a water pump? 10 A. I'm thinking it was just pumping -- I can't 11 honestly say what -- I can't -- I can't (inaudible). 12 Q. That's fine. That's fine. If you can't 13 remember, that's fine. Okay. 14 A. It seemed like it was just all water going 15 through it from the -- from the (inaudible). 16 Q. Okay. The other company I wanted to ask you 17 about -- I'm switching gears on you again. This is 18 Anchor/Darling valves. Anchor/Darling was one of the 19 names of the valves you said you remember. 20 A. Yes. 21 Q. All that -- 22 A. Yeah, they used -- they used a lot of them 23 Anchor/Darling valves and -- and a lot of them Kerotest 24 valves. They used a lot of Kerotest, Anchor/Darling. 25 Q. Okay. Well, I'm just going to ask you about	Page 157 1 right? 2 A. Yeah. 3 Q. Do you remember one way or the other whether 4 those Anchor/Darling globe or gate valves were ever 5 insulated? 6 A. I'm probably sure they were. 7 Q. Okay. But I don't want you to guess. You said 8 "probably sure." 9 As you sit here today, do you remember an 10 Anchor/Darling valve being insulated? 11 A. Well, depending on what -- what -- what system 12 it was in. Yeah, I'm saying some of them -- some -- 13 yeah. 14 Q. Some of them were? 15 A. Some -- some of them were. Some of them 16 weren't. It depends on what system they was in. 17 Q. Okay. 18 A. I remember (inaudible) -- I know if it had 19 anything to do with hot -- hot water steam or anything 20 like that, I know that they were insulated. 21 Q. Right. Well, that's my next question. 22 Can you -- as you -- as you sit here and -- 23 and you remember an Anchor/Darling valve, can you tell 24 me what system it was ever in? 25 A. Well --

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Page 158 1 Q. And if you can't, that's fine. I just want to 2 know what you remember. 3 A. I can't remember. They used them (inaudible). 4 They used them on so many different things. 5 Q. And -- and since we are talking about Oconee 6 for both Anchor/Darling Valves -- and I think you said 7 Buffalo Pumps, we're talking about after that 1985 time 8 when you first go to Oconee; right? 9 A. Yes. 10 Q. Okay. 11 A. Say that question again. I think I 12 misunderstood that. 13 Q. It's okay. That's fine. 14 So what I was getting at was, you said that 15 you thought that the Anchor/Darling Valves that you 16 remember were at Oconee and you said the same thing for 17 Buffalo. And my question was you were not at Oconee 18 until 1985, so what we're talking about is post-'85; 19 right? 20 A. Yes. 21 Q. Okay. Mr. Fincher, I'm going to look back 22 through my notes, but those are all the questions I have 23 for you right now. In the interest of time, I'm going 24 to let somebody else ask you questions or I'm guessing 25 Mr. Humen wants us to take a break because we've been	Page 160 1 Q. Certainly. 2 At Catawba, McGuire, and Oconee, you and 3 Mr. Jonas did not work on any boilers at those three 4 nuclear facilities? 5 A. I'm trying to -- I had a truck coming up the 6 road -- and I couldn't hear you. 7 You said -- you said McGuire -- working at 8 the McGuire, Catawba, and Oconee? 9 Q. No, sir. Let -- let me start over again. 10 You and Mr. Jonas did not work on any 11 boilers at the Catawba, McGuire, and Oconee nuclear 12 stations? 13 A. Yes, sir, we did it. Like I said, it was 14 between the (inaudible). They sent us to this 15 (inaudible). And from the -- they bring a nuclear 16 stations offline to refuel. They sent us back to the -- 17 we had to support the nuclear stations. The nuclear 18 stations are top priority of any of it. If there wasn't 19 any work going on with these nuclear stations, we 20 haven't had one of these fossil stations. 21 Q. Sir, my question is, you didn't work on boilers 22 while you were at the McGuire, Catawba, and Oconee 23 nuclear stations? They didn't have (inaudible)? 24 A. Okay. I see. No, sir. The nuclear stations 25 didn't have those type of boilers in it. They had -- a
Page 159 1 going on for a while. You probably want to take a 2 break, too. Thank you very much for your time. It's -- 3 it was good to meet you and talk with you. 4 A. Well, I didn't meet y'all. 5 Q. Well, I apologize for that. I can see you. 6 And it's good to meet you. 7 MR. HUMEN: Let's go off the record. 8 THE VIDEOGRAPHER: All right. We're off at 9 11:44 a.m. 10 (Break taken from 11:44 a.m. to 11:54 a.m.) 11 THE VIDEOGRAPHER: All right. We're back 12 on at 11:54. 13 FURTHER EXAMINATION 14 BY MR. HERNES: 15 Q. Mr. Fincher, my name is Louis Herns. You could 16 see a huge tiger behind me in a poster. 17 A. (Inaudible.) 18 Q. There you go. 19 A. (Inaudible.) 20 Q. I'm trying to get through my questions very 21 quickly, Mr. Fincher, but please be patient with me. 22 With regard to Catawba, McGuire, and 23 Oconee, you and Mr. Jonas did not work on any boilers at 24 those facilities; correct? 25 A. I'm sorry, sir. Repeat that again.	Page 161 1 nuclear station all together different. They have 2 pressurizer and all that (inaudible). And coal fires, 3 they use coal in the boiler to produce the steam. But a 4 nuclear station, you got the reactor, (inaudible) heated 5 the water, and then went into the pressurized and turned 6 the turbines. It's a whole -- whole different ball 7 game, a whole different setup. 8 Q. Yes, sir. 9 No boilers were at those nuclear sites? 10 A. No -- no -- no boilers. 11 Q. Okay. Did you and Mr. Jonas ever work on any 12 hot water heaters when you were employed by Duke or any 13 other facility? 14 A. Yeah. We worked on those heat -- heat 15 exchangers. And we only worked on that heat exchanger. 16 I wasn't on that crew then. I was laid off, and he kept 17 working, and he worked (inaudible). He -- he worked on 18 those heat exchangers. 19 Q. Okay. My question was very specific. 20 You and Mr. Jonas did not work on any hot 21 water heaters like you had in your house? 22 A. Not those small hot water heaters. They had, 23 like, heat exchangers and stuff like that. They weren't 24 called -- they weren't called "hot water heaters." They 25 called them "heat exchangers."

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Page 162 1 Q. Okay. And you and Mr. Jonas never worked on 2 any hot water storage tanks when you were at Duke? 3 A. Hot water storage tanks? 4 Q. Or a shower -- or a facility such as a shower? 5 A. We worked -- we worked (inaudible). It was -- 6 a condensation cooler is what they called it. And I 7 guess you might say it works similar, if you want. They 8 called them "condensation coolers" -- "coolers." 9 Condensation coolers (inaudible). 10 Q. My -- my question is very specific. 11 Did you work on any tanks that held hot 12 water that would have been used for shower facilities? 13 A. Oh, no. No. No. No. No. I see what you're 14 saying. No, not like in the house. No. No, sir. 15 Q. Okay. And switching to the boilers that you 16 would go and work at the fossils fuel facilities, these 17 boilers were meant to produce steam; correct? 18 A. Yes, sir. That's the whole purpose of it. 19 Q. And they were on the actual production floor of 20 the various Duke facilities? 21 A. Yes, sir. Yeah. Well, the boiler started in 22 the basement of the -- part of the building, and then 23 they went up to -- they went -- I mean, they went all 24 the way up to the building. They were several stories 25 tall.	Page 164 1 facilities; correct? 2 A. No. We never did take -- take none out of 3 service. We just went in and done a bunch of 4 maintenance on it. 5 Q. Okay. When you were doing maintenance on it, 6 when you and Mr. Jonas were sent to the coal -- 7 coal-powered steam plants to do work on the boilers, you 8 had to let the boiler cool down before you could work on 9 it; correct? 10 A. Yes, sir. Yeah. You couldn't work on it if 11 it's hot. You couldn't stand it. But we have worked on 12 it when the boiler next to it in another unit was 13 running. But sometimes lot of big case -- but most of 14 the time, they had plant shut down. But you can't work 15 on a boiler if it was on because it would be like 16 working in an oven. 17 Q. And the boiler that were sent out to work on 18 it, the steam-generating facilities, they had a metal 19 jacket on top of them; correct? 20 A. Well, I had an ou- -- outer jacket or we call 21 them skins. Just think like the skin on your body on 22 the outside covering the (inaudible). 23 Q. I got you. 24 And you would have to remove the skin in 25 order to get to the insulation that was underneath,
Page 163 1 Q. Okay. We'll go to the size in a little bit. 2 But -- so they were participating -- 3 actively participating in making electricity that Duke 4 was going to send out to its customers; correct? 5 A. Exactly. That's the whole purpose. 6 Q. Now, on any of the facilities that you worked 7 on boilers, the Duke facilities, you weren't present 8 when they were installing and neither was Mr. Jonas; is 9 that correct? 10 A. When -- when they were building the boilers? 11 Q. Yes, sir. 12 A. No, (inaudible) some of these, they were built 13 back in the -- some of them built back in the '40s and 14 '50s. Like (inaudible) station, they were -- been -- I 15 would say they were built back in the late '40s, early 16 '50s. The newer ones like (inaudible), they were built 17 back in the '70s. They were built in different eras. 18 But we never worked on them while they were -- while 19 they were being built. But we did go in there and 20 replaced all the water wall to stuff like that. 21 (Inaudible) we would have to go in there and cut the 22 whole water wall stuff and replace it from the ground 23 up. 24 Q. Okay. You also -- and Mr. Jonas did not remove 25 any of the boilers from the cold-powered steam	Page 165 1 correct? 2 A. Yeah, of course. I mean, how else could you 3 get to it if you didn't, you know. 4 Q. Okay. And you mentioned that some of these 5 boilers at the various steam facilities had doors that 6 you could open up to get inside access to the boilers? 7 A. Yeah. Some of them -- I got these big -- big 8 old -- I mean, they were big old gaskets (inaudible) but 9 some of them being between floors and we would have to 10 go and cut -- cut a big square up in the -- in the water 11 wall tube section itself in the wall (inaudible) make 12 a -- make an opening or access door ourselves. 13 Q. Okay. To give you access to the inside of the 14 boiler? 15 A. Yes, sir. 16 Q. Okay. Now the purpose of you opening up the 17 boiler was to get in to clean the tubes and remove any 18 sip -- excuse me, soot from the -- the boiler? 19 A. Yeah. Yeah. Yeah. Yeah. It -- it was -- it 20 was full of just old dust and soot and everything else 21 inside that (inaudible) pole dust, whatever was in that 22 pole, too, I guess. 23 Q. And so y'all were getting it ready for 24 inspection once you were finished with -- with the 25 repairs?

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Page 166 1 A. Say that again, sir. 2 Q. You were getting the boiler ready for an 3 inspection once you had made the repairs to it? 4 A. Oh, yeah. They had to come and inspect 5 (inaudible). This -- this battery just says (inaudible) 6 I -- I've got my old charge box, I'm going to plug that 7 so (inaudible). 8 MR. HERNS: Let's go off the record for a 9 few moments. 10 THE VIDEOGRAPHER: We're off at 12:03. 11 (Off the record.) 12 THE VIDEOGRAPHER: Back on record at 12:04. 13 Q. (BY MR. HERNS) Okay. Sir, now that we have the 14 -- the power addressed, the boilers that you were 15 working out of the Duke coal, steam facilities, they 16 would have pipes going into them and pipes coming out, 17 correct? 18 A. Yeah, but you would have -- you would have to 19 know how those pumps (inaudible). You have -- you 20 have -- we have the water -- your water coming to them 21 drones, and then from there go into them boiler tubes, 22 they got pumps that run and circulated all this water. 23 (Inaudible) water wall tubes because they were 24 (inaudible) right there if you can see my hands. I 25 mean, they were just walls of them all the way around	Page 168 1 (inaudible). They were real heavy. 2 Q. Okay. 3 A. It's really heavy and it -- 4 Q. Now, so you could open up the boiler and the 5 crane could drop the tubes into it? 6 A. Yeah. Yeah. Basically they have to make -- so 7 yeah, after we got inside the boiler and all of that, 8 (inaudible) we kept the (inaudible) there wouldn't be 9 nothing but shale left and then I think the (inaudible) 10 back in there and hang them. And -- and then -- and 11 when -- and when things come together like this, we 12 would have to weld each set of tube and we have to weld 13 it on the inside and on the outside, we have to pick up 14 that other welders (inaudible) around the tube and they 15 oil them. And then after they got them all installed, 16 they -- they -- they have a full water and they pump it 17 up pressure and they call it hydrostat pressure. They 18 tested them for leaks and make sure none of the wells 19 leaked. Of course, we never did have too many bad 20 wells. We never did have any, really. 21 Q. Okay. I want to talk to you about the Lee 22 Steam plant. 23 How many boilers were at the Lee Steam 24 facility? 25 A. I know (inaudible) Cliffside had five.
Page 167 1 that boiler. And then they -- they would light that 2 coal and it boils in -- and it -- it was just like an 3 instant inferno and it got very hot and it heated those 4 tubes up and that's what produced the steam, and it went 5 up to the top of the boiler and they call that the 6 economizer and it collected all that hot stain stuff and 7 it was pumped from there to the turbine. And that's 8 what turned the turbine. 9 Q. Okay. What size -- 10 A. (Inaudible). 11 Q. What size were the pipes? 12 A. Well -- well, the water wall tubes, as I 13 explained earlier, they were -- they were like an inch. 14 Some of them were an inch and a quarter, some of them 15 was an inch and a half. Some of those old boilers 16 (inaudible) I could remember them being like two inches 17 diameter and they were probably about a half-inch thick 18 or three quarters of an inch thick. 19 Q. How long were those tubes inside the boiler? 20 A. Oh, gosh. They come in like 40-foot sections. 21 They -- they built in panels. They -- they -- the 22 company that made them, I think it was Combustion 23 Engineering made those things but -- they -- they -- 24 they send them in big pa- -- big panels and we've had 25 like cranes send them in the building and hang	Page 169 1 (Inaudible). 2 Q. Okay. Let's just -- let's just stay focused on 3 Lee, okay? So you said -- 4 A. Lee had four -- (inaudible) Lee had four units. 5 Q. Okay. Do you know who manufactured any of the 6 four units that were at the Lee Steam Station? 7 A. It seems like I can remember Foster Wheeler on 8 something because I think that was condenser. I 9 remember seeing Foster Wheeler on something -- Combu- -- 10 Combustion Engineering. I'm pretty sure. I'm -- I'm -- 11 I'm thinking Combustion Engineering made them. 12 Q. Did Combustion make all four at the -- the Lee 13 Sea -- Steam Station? 14 A. I think 100 percent sure but -- I didn't -- we 15 didn't work on all four at the same time. You know, 16 we've done (inaudible) we might work on one and come 17 back two years later or something, work on the other 18 one. But I'm -- I'm thinking it was Combustion 19 Engineering. I'm -- I'm taking a pretty good shot 20 saying that's what they've done. 21 Q. Okay. How long would it take to repair one of 22 the boilers that y'all were sent to Lee Steam Station to 23 work on? 24 A. Oh, God. We -- we -- we -- we stayed down 25 there all summer working on that thing and we was on

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Page 170 1 night shift and we're working seven, 12-hour days. We 2 stayed down there six months -- 3 Q. Six months in one boiler or all of them? 4 A. That was just that one boiler. 5 Q. Okay. And this is a crew of 10 people, the 6 supervisors and nine -- nine workers? 7 A. That was just us. I had some more crews that 8 are working day -- we had a day shift and a night shift. 9 We was on night shift the whole time. 10 Q. Okay. Buzzards Roost, how many were at the 11 Buzzards Roost Duke facility? 12 A. Bu- -- Bu- -- Buzzards Roost was a 13 combustion -- combustion -- I'm sorry. They were gas 14 turbines. They -- they -- they had like -- I'm thinking 15 of Pratt & Whitney like airplane motors and they used 16 that jet fuel to turn them. It was like a gas turbine 17 plant they called it. 18 Q. Okay. So no -- no boilers at Buzzards Roost? 19 A. No, sir. 20 Q. Okay. We can move on to the Allen Steam 21 Station. How many boilers were utilized at the Allen 22 Steam Station by Duke? 23 A. I'm saying -- I'm saying about four. Could 24 have been, yeah. I'm -- I'm thinking around four. I 25 might be right or wrong. I'm thinking (inaudible) --	Page 172 1 the store, head to the store in the shop and I had to 2 take him to work. He was living in Charlotte then and I 3 drove him to work that morning. And you could see those 4 things like -- like 10 miles when we got there and he 5 said that big -- it was the biggest fossil station Duke 6 had. It was big. I do remember that. 7 Q. Okay. You don't know who manufactured any of 8 the boilers that were present at the Belews Creek Steam 9 Station? 10 A. No, sir. I do not. 11 Q. Okay. Let's move to the Buck Steam Station. 12 Do you know how many boilers were present at that 13 facility? 14 A. I know they had two ore three. We only worked 15 on the one when they sent us there. We just worked on 16 one. I can't even remember which unit it was. I'm 17 saying it was Unit 2 because it was in the middle of the 18 plant. But that Buck, it was an old, old plant. 19 (Inaudible). 20 Q. Okay. Do you know who manufactured the two or 21 three boilers that were present at the Buck Steam plant? 22 A. No, sir. I do not. I can't say -- honestly 23 say that. I can't remember that. 24 Q. Okay. And you only worked -- worked at Belews 25 Creek one time or on one boiler?
Page 171 1 I'm saying they had like four different units in there. 2 Q. Okay. Do you know the manufacturers of any of 3 the four units that were present at the Allen Steam 4 Station? 5 A. I'm -- huh? For some reason, I'm still saying 6 Combustion Engineering. I can just -- I'm -- I'm -- I'm 7 thinking Combustion Engineering made that -- made them 8 things. 9 Q. Okay. Moving on to the Belews Creek Steam 10 Station, how many boilers did Duke utilize at Belews 11 Creek facility? 12 A. I didn't -- I never did work at Belews Creek. 13 Like I was telling you earlier, they -- they send all 14 our welders there to work but I -- I wasn't there so I 15 didn't have to go. So I didn't have to go to Belews 16 Creek. 17 Q. Okay. So you can't tell us anything about the 18 boilers at Belews Creek? 19 A. They were just big, that's all. 20 Q. Did you ever see the boilers at Belews Creek? 21 A. I've seen the plant from the outside. I never 22 went inside that -- 23 Q. Okay. So -- so you wouldn't know -- 24 A. I wouldn't have seen the outside. My -- my dad 25 worked there and I had to take him to work one time to	Page 173 1 A. Yeah. I never went there to Belews Creek. 2 Q. Excuse me. My bad. I looked at the wrong one. 3 You only worked one boiler at Buck Steam? 4 A. Yes, sir. When -- when -- when -- when they 5 sent us down there, we were just working on that one 6 boiler that -- at that time. 7 Q. Okay. Do you recall what time period that 8 would have been, what year? 9 A. No, sir. I can't remember the year. I'm 10 sorry. I just can't remember. 11 Q. That's okay. No need to be sorry. 12 Moving on to the Dan River -- 13 A. I do know we stayed down there but for some 14 reason, we -- for some reason, we always hit those 15 things (inaudible) in the summer or the fall of the 16 year. 17 Q. Okay. The Dan River Steam plant, how many 18 boilers were present at it? 19 A. I can't say. I never went to that one either. 20 Q. Okay. 21 A. I don't know. Like I said, they only sent the 22 welders, they were (inaudible) oil support and they sent 23 half our crew which half of it was welders and -- and 24 the fitters, we had to stay at those pumps so I didn't 25 get to go.

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Page 174 1 Q. Okay. So you wouldn't know who manufactured 2 any boilers that were present at Dan River? 3 A. No, sir. I do not. 4 Q. Okay. Moving on to Marshall Steam, how many 5 boilers were present at the Marshall Steam plant? 6 A. I know there's at least four boilers on there. 7 Q. Okay. Do you know who manufactures any of the 8 four boilers that were present -- at least four boilers 9 that were present at Marshall? 10 A. No. No, sir. I can't sit and say. They 11 all -- they all kind of look alike. I don't know if 12 Combustion Engineering was always fixed in my head. I 13 used to see that name on on the outside them boilers. I 14 think it said Combustion Engineering. 15 Q. Okay. 16 A. And I think Foster Wheeler on some of that 17 stuff. 18 Q. And would the -- the boilers when y'all were 19 sent there to repair them at Marshall Steam, would it 20 take three to six months to repair one of the boilers? 21 A. Yes, sir. 22 Q. Okay. 23 A. And I know -- I don't know if it's got to do 24 with the boiler but I used to see Babcock and Wilcox 25 stuff in the plants.	Page 176 1 Q. We have discussed Lee Steam, Buzzards Roost, 2 Allen Steam, Belews Creek, Buck Steam, Dan River, 3 Marshall Steam, and River Bend Steam. 4 Did you work at any other facilities, 5 coal-powered facilities with Mr. Jonas? 6 A. Well, we worked at (Inaudible) at hydro space. 7 We -- we -- we worked outside them. We worked on 8 plumbing lines. 9 Q. Okay. There wouldn't be a boiler at the hydro 10 station, correct? 11 A. No, sir. Not there. No. 12 Q. Okay. Any other Duke Energy site that you 13 worked with Mr. Jonas specifically on a boiler? 14 A. No. Just -- just the ones I told you. 15 Q. Okay. 16 A. Marshall, Allen, River Bend, Buck, Belews 17 Creek, Dan River. Of course Belews Creek and Dan River, 18 I didn't have to go work there but all the other ones, I 19 was there. Ronnie worked on all of them because he was 20 a welder. He's worked on every one of them so -- 21 Q. Okay. Now all of these boilers that you and 22 Mr. Jonas went to work on, they were large industrial 23 boilers, correct? 24 A. Yes, sir. 25 Q. Okay. How -- just on average, how long would
Page 175 1 Q. Okay. And -- 2 A. Babcock and Wilcox and I can't remember what 3 type it was now. I seen them in one of their stuff. 4 Q. Okay. But you don't know what -- what stuff 5 you saw that on? 6 A. It seemed like they were on (inaudible) -- 7 Q. Okay. 8 A. -- Foster Wheeler. Again, Foster Wheeler was 9 on some of that stuff, too. 10 Q. Now, River Bend Steam plant, how many boilers 11 did Duke have at that facility? 12 A. I think it was four. Yeah, I think it was four 13 turbines (inaudible). 14 Q. Okay. Do you know who manufactured the -- any 15 of the four boilers that were present at River Bend 16 Steam? 17 A. I do not. I can't sit or say. Whoever made 18 them, they -- they -- they're probably still there. I 19 mean, I can't remember. You know they -- since 20 they make -- they took some of them plants out of 21 commission. They demoed some of them old plants and I 22 think Buck was one of them. 23 Q. They have taken a few of them out of service. 24 Okay. We have -- 25 A. (Inaudible).	Page 177 1 these boilers be? 2 A. Well, like I said, Belews Creek (inaudible) 3 that thing is I think 17, 18 stories tall I said but 4 now -- Lee Steam Station six or eight -- six stories 5 high or something. I remember it had an elevator in it. 6 I'm saying -- I'm thinking about six -- it has six 7 different levels, I'm talking stories. (Inaudible) some 8 of them boilers were -- they're -- they're -- some of 9 them might be a little taller, some of them might be a 10 little shorter than others. It depends on who made 11 them. 12 Q. Let's see if we can cut -- cut through this a 13 little bit. 14 This -- all of the boilers at all of the 15 Duke steam plants that you and Mr. Jonas went at -- went 16 to repair the boilers, they were all large commercial 17 industrial type boilers, correct? 18 A. Yeah, sir. I mean, yeah. But (inaudible) one 19 of them. 20 Q. Okay. And you could open it up and you and the 21 crew go stand inside the boiler, correct? 22 A. Oh, God, yeah. Yeah. Yeah. It's like a 23 big -- it's like a big kind of -- I don't know how to 24 explain. It is a big (inaudible) square, you know. 25 Q. Okay. So were all of them square or rectangle?

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Page 178 1 A. Yes. 2 Q. Okay. And were these cast iron boilers? 3 A. Most of them -- most of them were just 4 (inaudible) carbon steel or mild steel but now the do- 5 -- I remember the doors, they put on the opening doors, 6 the access doors, they were made out of cast iron but 7 the rest of it was like steel boiler pot, you know. 8 Boiler metal, you know. 9 Q. Okay. 10 A. And the skin -- and the skins on the outside, 11 they were just regular mild steel or carbon steel, you 12 know. It was just a covering. 13 Q. Okay. So when you and someone else went up to 14 two or three floors to cut a access hole into the side 15 of the boiler, were you cutting into cast iron or were 16 you cutting into steel? 17 A. Steel. We were -- we were cutting into steel. 18 Q. Okay. Were these sectional boilers? 19 A. What do you mean by "sectional"? 20 Q. Well, that came in, in, for lack of a better 21 term, piece part and they would have to assemble them at 22 the -- at the site? 23 A. Yeah. Yeah. Well, I mean, they were so big, 24 you -- you would have to build them -- like, putting a 25 big puzzle together, you know, (inaudible) together	Page 180 1 there's a lot of piping in there, a lot of water to heat 2 up so -- I do know when they blow that -- after they 3 start them things up, they pulverize that coal and it's 4 like face powder. They blow down that stuff, it burned 5 hotter than gasoline, I think. 6 Q. Okay. So all of the boilers that you and 7 Mr. Jonas worked on at the various Duke facilities who 8 used pulverized coal as the fuel? 9 A. Yes, sir. 10 Q. Okay. Have you ever heard of a company called 11 H.B. Smith? 12 A. Say -- say that again. 13 Q. H as in Henry, B as in beta, Smith? 14 A. No. I remember seeing A.O. Smith on this 15 stuff. 16 Q. Okay. What do you associate with A.O. Smith? 17 A. I'm thinking it had something to do with 18 them -- I'm sa- -- I'm saying it had something to do 19 with them boilers or condensers. I remember seeing that 20 name in the turbine but -- I think that was McGuire, I'm 21 thinking. I might be wrong. 22 Q. Okay. 23 A. I just remember seeing that name A.O. Smith. I 24 remember that name. I remember Foster Wheeler was a 25 common name. I seen Aria, A-R-I-A, on some of the
Page 179 1 (inaudible). 2 Q. Okay. Do you know the pressure rating for 3 these boilers by chance? 4 A. Yeah. I -- and I'll say this -- and I'm trying 5 to do this. Hold on. I know the coal -- the coal fire 6 stations were in a (inaudible) pressure than the nuclear 7 station did, and the nukes run around 2000 PSI. And the 8 coal fire, they were around 4000 pounds of pressure and 9 the -- and the (inaudible) was thick on my experience, 10 but the coal fires was twice as thick as the main steam 11 pipe at the nuclear station because they -- the coal 12 fires were in a lot more pressure. 13 Q. Okay. Do you know the BTU output or could you 14 estimate the BTU output of any of the coal-fired 15 boilers? 16 A. No, they're all different. I'm -- I'm going to 17 say Belews Creek probably -- they produced a lot more 18 (inaudible) energy. I'm saying (inaudible) probably 19 produced more heat than some of them do. They're -- 20 they probably -- to make the stain and everything, I'm 21 going to say they're probably somewhere around the same 22 temperature but I -- I can't tell you what that 23 temperature is. I didn't -- that wasn't my part of it 24 running the boilers and things (inaudible). I just know 25 they -- I just know they got to be pretty hot because	Page 181 1 stuff. Aria might have been on some of that boiler 2 stuff. I -- 3 Q. I want us to focus on A.O. Smith. What do you 4 associate with the name of A.O. Smith at any of the Duke 5 facilities that you and Mr. Jonas worked on? 6 A. I remember in the turbine billing. 7 Q. The turbine building of which facility? Or 8 facilities? 9 A. I'm thinking. I'm thinking about it. I'm 10 thinking about it. I can't remember exactly. I -- I -- 11 I'm sorry. I just can't remember exactly. I just 12 remember seeing that name and I -- I can't just 13 (inaudible). I do -- I did see that name. 14 Q. But you can't tell me anything that you 15 associate the name A.O. Smith with at any Duke Facility? 16 ALL DEFENDANTS: Form. 17 THE WITNESS: No, sir. I'm thinking. 18 No -- you could hypnotize me, I could probably dig it 19 all up because it's in my head somewhere. 20 Q. (BY MR. HERNS) Okay. But do you have any 21 recollection of Mr. Jonas ever working around any 22 equipment that you associate with the name A.O. Smith? 23 A. I'm sure we did but I can't -- I can't honestly 24 say I see them do it and -- 25 Q. Okay. If A.O. Smith (inaudible) Duke

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Page 182 1 facilities you came to work with (inaudible) -- 2 A. I'm -- I'm sorry. Do what, sir? 3 Q. If A.O. Smith did not have any equipment 4 present at any of the Duke facilities, he would not have 5 worked on it, correct? 6 A. That's right. I mean, like I said, it 7 depends -- we work on so much stuff. Like I said, if it 8 was there, we was probably exposed to it some way or 9 another. (Inaudible) we worked 45 years and Ronnie 10 worked in 30-something so, you know, if it was in this 11 plant, there's a good, very, very high likely chance 12 that we worked around it or worked in and around it, on 13 it, put our hands on it. I mean, we -- if we was around 14 it, we had a chance of being exposed to it, I'll say 15 that. 16 Q. Okay. But you can't tell me with the A.O. 17 Smith name? 18 A. I -- I just remember that name. And I tell 19 you, I -- I -- 20 Q. You can't tell me any facility that it was 21 located in? 22 A. Not off the top of my head, I just can't 23 remember that. I just remember that name and -- 24 Q. And if you can't remember it -- it being in any 25 facility or associated with any equipment, you can't	Page 184 1 Are you asking next? 2 MS. SULLIVAN: Yeah. I'm happy to go next. 3 MR. HUMEN: Ready to go, George? 4 THE WITNESS: I'm ready. 5 MR. HUMEN: All right. 6 MS. SULLIVAN: All right. Thank you. 7 FURTHER EXAMINATION 8 BY MS. SULLIVAN: 9 Q. Good afternoon, Mr. Fincher. My name is Tara 10 Sullivan. I appreciate your time today. I represent 11 Crane Co., and when David mentioned Crane valves this 12 morning, you said you remember them; is that correct? 13 A. I remember seeing them in these plants. I do. 14 Q. Okay. 15 A. I remember seeing them but -- seemed like 16 Oconee had a Crane valve down in the turbine building. 17 Q. So you remember one at Oconee. Where -- 18 A. I think I remember seeing one but I never did 19 work on it. But I remember seeing it -- I'm pretty sure 20 I seen one in there. 21 Q. Okay. Where did you think you saw that in 22 Oconee? 23 A. I think it was in the basement of the turbine 24 building. 25 Q. Do you remember seeing Crane valves anywhere
Page 183 1 tell me that Mr. Jonas would have worked on any A.O. 2 Smith equipment? 3 A. I -- I bet you Ga- -- if Galen Garren was here, 4 he could (inaudible). He's got a good -- pretty good 5 memory (inaudible). He -- he could -- (inaudible) I 6 can't remember stuff. (Inaudible) -- 7 Q. Okay. I might get the chance to question him 8 later. This is my opportunity to question you. And 9 just so the record is correct, you can't tell me any 10 piece of equipment that you associate with the name A.O. 11 Smith that was located at any Duke facility? 12 A. No. I can't honestly pinpoint it right now. I 13 just can't. 14 Q. Okay. 15 A. I don't remember seeing the name. (Inaudible). 16 Q. (Inaudible). 17 A. I'd be lying if I said yes, but I can't. 18 MR. HERNS: Okay. Thank you, sir. I 19 appreciate your time. 20 THE WITNESS: Okay. 21 MR. HUMEN: All right. Who wants to go 22 next? You still doing all right, George? 23 THE WITNESS: I'm still here. 24 MS. SULLIVAN: Excuse me. 25 MR. HUMEN: It looks like Tara popped up.	Page 185 1 else at any of the other plants or anywhere else at 2 Oconee? 3 A. No, ma'am. Not -- not specifically. I'm -- 4 I'm sure they all probably had some in them. All these 5 valves and stuff, you know, they use them in all spaces. 6 I'm -- you know, just like he -- he was asking me about 7 that Anchor Darling. They used a bunch of them, Anchor 8 Darling valves all over the place. And they used a lot 9 of them. They used a lot of them. Kerotest, they used 10 tons of Kerotest in the valves. Fisher, they used a lot 11 of Fisher valves. 12 Q. Okay. And I just want to ask you about the 13 Crane Co. valves specifically. 14 As you sit here today, do you specifically 15 remember any time that the Mr. Jonas worked on a Crane 16 Co. valve? 17 A. No, ma'am. I cannot honestly answer that 18 because I didn't -- I didn't watch him do it. 19 Q. I understand. 20 You have your own work responsibilities 21 and -- 22 A. Yes. And -- yes. And a lot of times, you 23 know, they have all crews squared up. You know, some of 24 us have to be on day shift, some of us have to come in 25 on night shift and we have to keep that work running

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Page 186 1 24 hours a day. And Ronnie might be on days and might 2 be on nights and stuff like that happen. So, you know, 3 we wasn't always running around each other, you know, 4 all the time. I mean, you know. Sometimes they might 5 split us up. Sometimes we won't get loaned out on other 6 crews. So, no -- I -- no, I can't say I seen Ronnie 7 work on the Crane valve. Not saying that he didn't. 8 I -- I just say I didn't see him work on them. 9 Q. Okay. And likewise, do you specifically 10 remember any particular time that Mr. Jonas was nearby 11 when someone was working on a Crane Co. valve? 12 A. No, I don't. But I'm sure he was at some time 13 or another. 14 Q. Are you just guessing that he would have been 15 around at some point? 16 A. I'm saying he -- hypothetically he could have 17 been (inaudible) that he's working on. I might have 18 went by and just didn't know what it was, you know. 19 Q. Okay. 20 A. Because they could have been working on it and 21 have it tore apart, and I -- and I walk by, I can't -- 22 I, you know -- I wouldn't know exactly what, you know -- 23 it could have been a Crane or a Fisher valve or anything 24 and a lot of times, you just walk by, you don't pay no 25 attention. You just see them working. You just go	Page 188 1 Q. I understand. And I know it was a long time 2 ago, too. 3 Do you happen to remember what type of 4 material flowed through the pipe that that Crane Co. 5 valve was connected to? 6 A. I'm -- I'm saying probably some kind of service 7 water or something. 8 Q. Would that have been a cold system or a hot 9 system? Or would -- 10 A. I'm saying -- I'm saying it was cold. It was 11 then. I mean, (inaudible) the unit then but it -- it 12 was cold then, you can put it that way. 13 Q. Okay. Do you remember what color that Crane 14 Co. valve might have been? 15 A. It was gray, to my knowledge. 16 Q. Do you know how old that Crane Co. valve was? 17 A. No, ma'am. I do not. 18 Q. Do you know the repair or maintenance history 19 of that particular valve? 20 A. No, ma'am. I didn't work on the valve -- valve 21 through that. No, ma'am. I can't say that I do. 22 MS. SULLIVAN: Mr. Fincher, I believe 23 that's all the questions I have for you. I'm going to 24 pass you on to somebody else now, okay? Thank you for 25 your time this afternoon.
Page 187 1 around and go, you know, where you're working at. Like 2 I said, if it -- if I (inaudible) was in that power 3 house, it was probably at one time, at some point, we 4 could have been exposed to any at that point. 5 Q. I understand. 6 But -- but you can't say today that you 7 remember a specific time that Mr. Jonas was near someone 8 else while they were working on a Crane Co. valve. 9 Is that fair to say? 10 A. Yes, ma'am. Not in my memory. I can't answer 11 that question. So, yes, I've had experience with it. I 12 just can't go because I don't -- I don't remember a 13 specific time or day or anything that he -- and I didn't 14 witness him -- I didn't witness him working on -- 15 Q. Okay. And that one Crane Co. valve that you 16 remember at Oconee in the basement of the turbine 17 building, why did you believe that that was a Crane Co. 18 valve? 19 A. Like I said, C-R-A-N-E on it, it seemed like it 20 was embossed in the casting of the valve or the -- 21 Q. Do you remember what type of valve that was? 22 A. I remember -- it seemed like it was a big 23 valve. I don't know, a 16 or 20-inch valve (inaudible). 24 I -- I work around so many -- I work around so much 25 stuff, it's hard to be specific.	Page 189 1 THE WITNESS: Okay. 2 MR. HUMEN: George, you okay to keep going 3 or do you need to take a break? 4 THE WITNESS: I'm doing all right. I'm -- 5 I'm -- 6 MR. HUMEN: All right. It looks like we 7 have our -- it looks we have our next person up and 8 ready to go. 9 FURTHER EXAMINATION 10 BY MR. NELSON: 11 Q. Mr. Fincher, my name is Joe Nelson. I just 12 have two or three questions for you. Can you hear me? 13 A. I can. 14 Q. All right. First question is, you never worked 15 around any electrical equipment; is that correct. 16 A. I never worked on it. I worked around some 17 electricians being at work. They have this big old 18 control panels and stuff opened up. We got -- we got to 19 get up -- we -- we -- sometimes we would get loaned out 20 to those electricians and we would have -- have to hold 21 them big old cables and then cable trays. (Inaudible) 22 some of them cables would be that big around as your leg 23 like that (indicating). And some of them would only be 24 that big around, some of them big like that 25 (indicating).

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Page 190 1 Q. All right. Other than helping them out with 2 those cables, did you ever work on any of the actual 3 electrical equipment at all? 4 A. We had to work on the -- the generator itself. 5 Q. Other than that, anything else? 6 A. No. No. No. 7 Q. All right. When you were working near the 8 panels you just mentioned, do you know who manufactured 9 those panels? Did they have any tags with 10 manufacturers' names on them? 11 A. I'm thinking Westinghouse was on them. GE and 12 Westinghouse. It seemed like it had General Electric 13 and Westinghouse on some of them. 14 Q. All right. Any others you recall? 15 A. Those are all off the top of my head. 16 Q. All right. And then a little while ago -- 17 A. (Inaudible). 18 Q. Go ahead. I'm sorry. 19 A. Sometimes an electrical panel wouldn't have -- 20 some of them wouldn't have a name on them. They just 21 have a bunch of switches and lights and stuff on them. 22 If they have a name on them, sometimes I wouldn't even 23 pay attention (inaudible). 24 Q. All right. I understand that. 25 Other than potentially seeing a	Page 191 1 manufacturer's name, do you have any other knowledge at 2 all as to who may have manufactured those electrical 3 panels or electrical equipment? 4 A. No, sir. 5 Q. All right. A little while ago, you 6 mentioned -- I think it was called a feed water turbine. 7 Do you recall talking about that? 8 A. Yeah, it was a pump turbine. Feed water pump 9 turbine. 10 Q. Feed water pump turbine? 11 A. Yep. 12 Q. And why don't you describe for me what did that 13 look like? 14 A. Well, it had that duct coming off the top of it 15 and the pump was down in the basement down in the pole. 16 And they ran stain through it and it turned that pump. 17 It had a ro- -- rotor in it just like -- well, just like 18 a rotor in a regular turbine because it was a smaller 19 one and it -- and I think it moved -- it -- it done 20 something with the hot water in the basement of the 21 turbine building. 22 Q. All right. So it would have pipes coming in 23 and out of it or -- or was it connected to anything else 24 directly? 25 A. Just had pipes coming out.	Page 192 1 Q. All right. Do you recall seeing any names on 2 that piece of machinery? 3 A. Yeah, it had a name but I can't remember what 4 it was. 5 Q. All right. Well -- 6 A. I think it was -- we -- we worked on that stuff 7 right up above and they had tore apart and we were -- 8 that exhaust stuff that was coming off of it and we -- 9 we had to cut that stuff out and we flanged it back. I 10 remember we had to cut these big ole' Gore-Tex gaskets 11 in. 12 Q. You're using Gore-tex gaskets on it? 13 A. On that one, putting it back we did. And 14 Ronnie worked -- Ronnie and Mr. Jonas worked side by 15 side on that job. We were working for David Mitchell. 16 I do remember working on it. 17 Q. Do you recall what year you were working on 18 that piece of equipment? 19 A. No. No, sir. 20 Q. And what plant was that at? 21 A. That was at Oconee. 22 Q. And that was in the basement of the turbine 23 building, you said? 24 A. Yes, sir. 25 Q. All right. I did go over the questions I said	Page 193 1 I'd had. Hopefully not too much. Thank you very much 2 for your time. 3 FURTHER EXAMINATION 4 BY MR. REID: 5 Q. Mr. Fincher, my name is Phil Reid. Are you 6 good to keep going or do you want a break at this point? 7 A. No. I can keep going. 8 Q. Very good. 9 I want to start by asking you some 10 questions similar to the ones the lawyer from Crane 11 asked you because I represent Fisher. 12 Would it also be true with respect to 13 Fisher that you don't remember Mr. Jonas working on a 14 Fisher valve himself? 15 A. No, I never -- I never seen him work on a -- 16 the valve himself. They used a bunch of them Fisher 17 valves. I mean, they had a bunch of them in all the 18 plants. That was a common valve named Fisher. 19 Q. Understood. Did you ever see anybody or -- put 20 it this way. Can you swear under oath that you saw 21 Mr. Jonas knew somebody else working on a Fisher valve? 22 A. Well, I -- I'm sure he worked on -- but there 23 again, they might have been above our head on 24 scaffolding, you know, and we were working down below, 25 we -- we wouldn't know exactly what kind of valve it

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Page 194 1 was. It could've been a Fisher or it could have been a 2 Buffalo or (inaudible) -- not a Buffalo but -- 3 Q. I under- -- understand. What I'm -- what I'm 4 trying to figure out here this morning, or this 5 afternoon is -- is what you can swear to versus simply 6 guessing above? So I guess what -- it sounds like it's 7 fair to say that you can't swear under oath that 8 somebody was working on a Fisher valve near him at any 9 point in time. 10 Is that -- is that fair? 11 A. No. No. I can't -- no. I can't -- do that. 12 No. I can't -- I wou- -- I wouldn't -- I wouldn't begin 13 to swear -- if I wasn't 100 percent sure, I wouldn't -- 14 I can't -- I can't say that -- I can't swear under oath 15 that I actually seen Ronnie working around or on any of 16 them. 17 Q. Fair enough. 18 A. But there again -- but there again, we might 19 have been working right up underneath or right below one 20 and I didn't know. 21 Q. Right. 22 But -- and in those circumstances, you're 23 focused on your work and you wouldn't be sure what sort 24 of pump or valve or steam trap or whatever type of piece 25 of equipment somebody is working on above you, correct?	Page 196 1 operated. 2 Q. Okay. Sorry I've interrupted you a couple of 3 times but presuming you're finished with that answer let 4 me just switch topics. Did you have any sort of 5 certification? For instance, were you certified by ASTM 6 and anything or have any other sorts of certifications. 7 ALL DEFENDANTS: Objection to form. 8 THE WITNESS: Well, no the welders had to 9 be certified. You know, they had to have -- 10 Q. (BY MR. REID) Right. Just asking about you 11 did you have any certification? 12 A. I did have one welding certification, but I 13 wasn't working for Duke then. But I was working on 14 Duke's stuff and I was putting that -- they went to this 15 real thick poly pipe and I had to be trained as a 16 McElroy Company and I had to go to Charlotte and I had 17 to spend a week up there to be trained on it and I got 18 certified on putting it together. 19 Q. And for what type of equipment was that? 20 A. HDPE pipe, high density polyethylene pipe and 21 McElroy was the company. They were out of somewhere out 22 in Oklahoma, but they sent me to Charlotte up there to a 23 training facility they had and I had to be certified on 24 putting that stuff together because it was on a safety 25 related system we were using it on.
Page 195 1 A. That's right, you know. And they have -- they 2 have a scaffold and it didn't work on them and then they 3 might have put a safety net around it. It was like an 4 orange, mesh-looking plastic stuff (inaudible) all 5 around the scaffold but -- it's like a big (inaudible) 6 you might say, and they put that safety net there. If 7 somebody -- kept somebody from knocking off a toe or 8 something falling down on people below you. 9 Q. Okay. 10 A. Just a safety device to catch stuff and people 11 from falling off of it. You know, you -- sometimes 12 you -- they say it was up for our work and they're 13 working on it. You just know that it's a (inaudible) 14 and it's taking (inaudible). 15 Q. All right. Just in general, what type of 16 valves did Fisher make that you recall? 17 A. (Inaudible) gate valves. 18 Q. And were those valves that you recall -- Fisher 19 gate valves, were those manually operated or were those 20 operated by instruments? If you recall? 21 A. I'm -- I'm saying they were manually -- 22 Q. All right. 23 A. Because the ones that was operated by 24 electric -- motor stuff, most of them are what I'm 25 saying Fisher. I'm pretty sure they were manually	Page 197 1 Q. I'm going to ask a similar question -- 2 A. Sir? 3 Q. Sorry, there are points in which I think you're 4 done and you're not, so I apologize for talking over 5 you. But I'm going to ask a similar question for Mr. 6 Jonas? He had some sort of welding certification; is 7 that fair? 8 A. Yeah, he had to or they wouldn't have let him 9 welded in that nuclear station. 10 Q. Understood. Do you know if Mr. Jonas had any 11 other type of certification apart from welding 12 certifications? 13 A. When he worked on those heat exchangers, now I 14 don't know if he did but I had left. I was laid off 15 from the company, but the only certification I can 16 remember him definitely having was his welders -- 17 welding certifications. 18 Q. Very good. Mr. Glen was asking you some 19 questions earlier about welding blankets and I think you 20 mentioned that you did witness Mr. Jones using asbestos 21 welding blankets; correct? 22 A. Oh, yeah. Golly, about all them welders did 23 welding on that main steam line and stuff. Yeah, they 24 were waddling in that stuff. They just thought it was 25 cotton I reckon [sic].

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Page 198 1 Q. Okay. I just kind of want to kind of sum 2 things up. I mean, Mr. Jones himself was a welder, so 3 is it fair to say that it was a regular part of this 4 task in his time at Duke to use asbestos welding 5 blankets as part of this work? 6 A. Well, he didn't don't it on a day-by-day basis 7 but if he was welding on some of that heavy pipe like 8 that they had to put that heat stress stuff on it. 9 Sometimes we wouldn't even be working on it. Another 10 crew would be working on it but we was exposed to it 11 because they were putting it on it, and we would be 12 right there working close to it, you know, just several 13 feet away and if they sit there jerking them blankets 14 around, you know they stirring that stuff around in the 15 air you can't help but breathe it. 16 Q. And when they would move those blankets around 17 like that you would see dust in the air? 18 A. Oh, yeah. 19 Q. And just to get back to how often that 20 happened, would it be fair to say that Mr. Jonas used 21 asbestos welding blankets on a weekly basis? 22 A. No, I wouldn't say a weekly basis -- that's 23 been so long ago. They was using them a good bit and we 24 was down there in the turbine building. 25 Q. All right.	Page 200 1 A. Yeah. We put some underground piping in and 2 then we starting running drains. All of it was imbedded 3 pipe, you know, they put them concrete forms up. Some 4 of that pipe run in between the walls, it was embedded 5 pipe. 6 Q. So I understand that Unit 1 at Catawba started 7 producing electricity commercially in 1985 and Unit 2 in 8 1986. First of all, is that your understanding or do 9 you not know? 10 A. Yep. I've seen somewhere around there. Let me 11 think back. Yep. I would say sometime around that 12 sounds about right because they were because '84, 13 something around there, they were in a (inaudible) when 14 they do all these tests they had to make sure everything 15 was all right before they could get their license to go 16 into operation. But we had already left there and went 17 to Oconee, so we were at Oconee when they went into 18 operation. That sounds about right, maybe '85, '86. 19 Q. Well, is it fair to say that once the building 20 is up, the concrete building -- the floors and the walls 21 of the building that's when the heavy equipment, the big 22 things, like generators and turbines are going in? 23 A. Yeah. 24 Q. And then at a later stage the smaller 25 equipment, like pumps and valves and other things going
Page 199 1 A. I know we worked around it. I know that for a 2 fact. We was there. You couldn't help not to. 3 Q. I want to, kind of, put some book ends on 4 things, if you will. And here's what I mean by that -- 5 and I think I misplaced my note, but my understanding is 6 that construction, which presumably would have been 7 digging a hole in the ground for Catawba started in 8 1974; is that your understanding? 9 A. I'm sorry. You said 1974 -- what was the 10 question related to? 11 Q. Well, I understand you got to Catawba in '77, 12 but is it your understanding that they started 13 construction on that plant in 1974? 14 A. Oh, I don't know exactly. I'm going to say 15 they may have or I mean they might have started grading 16 the ground and getting ready, but when I got there in 17 '77, you know, they was bringing that turbine building 18 up out of the ground and it was red clay mud, they 19 washed off. They dug down to solid granite rock and 20 drilled it and it out and put that big rebar in, so we 21 brought it up out of the ground but I'm sure they spent 22 a year or two prior to that just grading and excavating. 23 Q. So just so I'm clear what was there when you 24 started there in 1977? When you got there were you 25 working on the building itself?	Page 201 1 in? 2 A. Yes, sir. That sound true. 3 Q. Can you give me a year as to when pumps and 4 valves started to be installed at Catawba? 5 A. Well, actually they done it all through the 6 whole process. Yeah, there ain't no certain date. They 7 put them in all through construction. But I will say 8 this all the valves, pumps and everything before they 9 started this hot pumps and they had to be in place 10 because that's when they started doing all the testing. 11 And they had to pass that hot pumps and the series 12 before they would get their license because they went 13 into operation but the NRC wouldn't give them their 14 license. So yeah. 15 Q. Well, is it fair to say that most of the pump 16 and valve work during the time you were at Catawba was 17 first installation of the equipment and then things like 18 hydrostatic testing and what not to make sure the 19 systems were tight? 20 A. Yeah, they had to install them and then they 21 come back and done the hydrostatic test and that was 22 part of it. And, you know, they had to do the 23 hydrostatic testing to make sure they didn't have no 24 leaks and everything was water tight. 25 Q. All right. Incidentally, you've been able to

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Page 202 1 remember some names today, but is it fair to say that 2 there were literally dozens of manufacturers who 3 provided equipment, like valves and -- well, I'll start 4 with valves -- provided valves to the Duke facilities? 5 A. I'm sure they probably were sir. I just can't 6 remember the names. It's just certain ones that just 7 stick in my head. 8 Q. I understand. Like other attorneys have 9 mentioned today. I understand we're talking about a 10 period of, you know, between 30 and 45 years or more 11 ago. But, I guess, to sum up you can't recall the names 12 but you do believe that there were valves provided by a 13 dozen or more manufacturers; is that fair? 14 A. Yeah. Well, I'm pretty -- I'm sure they are 15 and for some reason I'm thinking y-a-l-e -- Yale. I 16 might be wrong on that but 30, 40 years ago. 17 Q. And there were a whole variety of different 18 types of valves correct? 19 You've mentioned gate valves, gold valves, 20 and check valves but there were other types of valves; 21 correct? 22 A. Yeah, they had check valves, closed valves, 23 butterfly -- they called them butterfly valves. You 24 know, butterfly had a big old thing that done like this 25 (indicating) inside of it. They had butterfly, Yates,	Page 204 1 bell. 2 Q. Well, let me ask you this: Can you testify 3 under oath that you ever saw Mr. Jones work on a Crosby 4 product or near someone or standing near someone who 5 worked on a Crosby product? 6 ALL DEFENDANTS: Object to form. 7 THE WITNESS: No, sir. I just can't -- 8 Q. (MR. REID) Got you. 9 A. But I do remember the name Crosby and I'm 10 trying to think back to what it was on. I'm thinking 11 Crosby was a valve too, but I might be wrong. 12 Q. Well, put it this way: Do you remember them as 13 a manufacturer of safety valves? 14 A. That -- I don't know if they were safety valves 15 but some type of valve. 16 Q. But I presume since you're struggling to 17 remember the name you wouldn't be able to tell me any 18 specifics about Crosby valves, such as their 19 applications or size or what components were in them? 20 A. No, sir. I can't. 21 Q. To the extent there are drawings or blueprints 22 of Crosby valves at the Duke facilities I presume you 23 would defer to them and let those inform the jury about 24 what was in the Crosby valves rather than going off your 25 memory?
Page 203 1 closed valves -- 2 Q. And valves run a variety of systems at the 3 plants? 4 A. Yeah. Depending on what the system was a 5 configuration of the kind of valves they had to put in 6 there. Some of them were high pressure, some of them 7 were low pressure. 8 Q. They had different components and different 9 uses? 10 A. Oh, yes. 11 Q. So you can't just say one thing about valves 12 generally and be sure it applies to all types of valves; 13 fair? 14 A. I'd say so. Yes, sir. 15 Q. All right. 16 I also represent Crosby. Now, it was four 17 hours ago or so and I can't remember your exact phrase, 18 but I think I remembered you said something about having 19 heard the name? 20 A. That name rings a bell for me. 21 Q. Do you recall what they make? 22 A. Well, they make valves too, didn't they? 23 Q. That's what I'm asking, seeing what you can 24 tell me. 25 A. I seen that thang [sic]. That name rings a	Page 205 1 ALL DEFENDANTS: Object to form. 2 THE WITNESS: Well, yeah. Everything that 3 goes in these nuclear stations they've got some kind of 4 document or drawing or manufacturer's drawing or 5 manufacturer's literature we called it. 6 Q. (BY MR. REID) I represent a company called 7 Henry Pratt. Are you familiar with that company? 8 A. No, I'm not. That don't ring no bell at all 9 there. 10 Q. You've talked a little bit about packing today. 11 Just looking for your own personal knowledge, do you 12 know what types of packing, in other words what the 13 packing was made of or how many different types of 14 packing Duke used? 15 A. Well, the valve crew would have to tell you 16 that, but I do remember seeing them work on these things 17 and that packing was kind of -- they had a round 18 cardboard tube, they're all different sizes, depending 19 how big the stem was on that valve, but they was 20 cardboard tube and they had a metal cap and they pulled 21 the cap off and they would have metal ring inside of it 22 and sometimes they would have to cut that stuff and they 23 would cut it on an angle where them two ends come 24 together and they'd have to stagger them ends like the 25 rings on a car, because you didn't want to have those

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Page 206 1 seams lined up because you could have a leak and they 2 come in them big tubes but some of them looked like it 3 was made out of some kind of fiber-looking stuff but 4 they were square and they were round in form but they 5 were square and some of them would be Teflon. Some of 6 them was made out of Teflon, but most of them was that 7 fiber-looking stuff/ and that fiber-looking stuff they'd 8 have to use that looked like a big wine cork screw and 9 they put it down in there, twist it and they would screw 10 down and then they would pull that out. 11 Q. Just so I understand what you're telling me: 12 Is the packing you're describing, that you saw Duke 13 employees put in valves, did that come off spools? 14 A. No. It was in those canisters like I told you. 15 The round cardboard tubes. It was just whatever they 16 shipped it in or containers. They kept it in the 17 warehouse, so if they was working on that valve and they 18 would go up there with the work order and say, "hey, I 19 need ten of this kind of packing here or different 20 sizes." You would have to ask the valve crew about that 21 there because that wasn't my area of expertise but I did 22 see them working on it, you know, the inside. 23 Q. Okay. Understood. So just based on what you 24 saw are you telling me this came in ropes that the Duke 25 employees cut or individual pieces that they did not Page 207 1 have to cut or both, if you know? 2 A. Both. I'd say both. 3 Q. More one or more the other? 4 A. Some -- I remember, some of that packing come 5 on a big roll and they just rolled it off and cut it, 6 but some of it was already cut to size. He one that 7 come on that big roll I remember they had to cut them 8 and make them themselves. 9 Q. Was it more common that the packing was the 10 type that had to be cut or more common that it was the 11 type that came in individual pieces? 12 A. I would say probably both. 13 Q. Are you saying 50/50 or cant you say if it's 14 80/20 -- 70/30. 15 A. I can't say that because I don't know. 16 Q. All right. That's all I'm trying to 17 understand, thank you. 18 A. Okay. Well, I can't say because I didn't work 19 on valves. So o the stone I never did take them apart, 20 that's what I'm saying. Sometime I'd have to go over 21 there and help, you know, do different things. 22 Q. I got kind of side tracked on something. I was 23 trying to put bookends, as I mentioned before. I don't 24 have the ability to show you because I'm technically 25 limited here. But I'm looking at a list of worksites	Page 208 1 that Mr. Jonas' attorney put out and it says he was an 2 MRS welding supervisor at McGuire from 1974 to 2003. 3 Were you still at McGuire from the '94 to '96 period or 4 were you still at Oconee? 5 A. I was mostly at Oconee but I did have to go up 6 there during the outage. I did remember they did make a 7 supervisor of Ronnie up there, and I can't remember 8 years and stuff and I wasn't working around him at that 9 time and like I said I got laid off '96. 10 Q. You know, you just touched on where I'm 11 heading. So what I'm trying to figure out when you last 12 worked with Mr. Jonas or seen him work with pipe or 13 around equipment? 14 A. I'm thinking about '94 or '96 because I got 15 laid off in '96 and it seemed like Ronnie had already 16 left and went to McGuire because we wanted to get back 17 home, near home. I'm saying '94 or '95. I'm just 18 guesstimating but that sounds somewhere close. 19 Q. Okay. In general all these plants whether 20 nuclear or fossil plants used water from a nearby river 21 or lake; right? 22 A. Oh, yeah. They had to get it from a big lake. 23 Some of those old coal stations get it out of a river. 24 Most of the new stations come out of the lake. 25 Q. And this might be a little bit of an over Page 209 1 simplification, but in general, the water comes out of 2 the river at whatever temperature the river is and it's 3 moved through large pipes to the facilities; correct? 4 A. Yes, sir. 5 Q. And on the back end -- and I think you hinted 6 at this before but you can't put super heated water back 7 into the rivers or lakes; correct? 8 A. No, sir. That's what them cooling towers was 9 for and it cools it down to a temperature you could 10 release it because if you put all that hot super 11 saturated water back in there and you're liable to kill 12 all the fish and stuff. 13 Q. Do you know -- I presume there were state 14 regulations about what temperature you could put stuff 15 back into the water at -- and I don't expect you to know 16 this, but do you know happen to know what that 17 temperature was? 18 A. No, sir. I don't but I didn't work in no 19 operations or nothing like that and I couldn't answer 20 that but I just know by you know, common sense and all 21 that you just can't take boiling water and turn it loose 22 into the river and they ain't gonna let you do that. It 23 could kill all kind of vegetation and fish and stuff. 24 Q. Fair to say that the pipes and valves and pumps 25 on that first system bringing water to the plant and

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Page 210 1 then the discharge system putting it back into the river 2 those were at ambient temperatures; right -- air 3 temperature, water temperature. 4 A. I know it was bringing it in. Whatever that, 5 temperature of whatever that lake water or temperature 6 was that was what that lake water would have to be. 7 Q. And the pumps and valves on that system 8 bringing it in those weren't insulated; correct? 9 A. No. Not on the intake pipes because that water 10 would be moving all the time, so it wouldn't freeze or 11 nothing so I don't remember none of that being 12 insulated. 13 Q. And just so I'm clear: Did you work on the 14 discharge systems at all. The part where it's taken 15 from the plant and put back into the river? 16 A. I'm trying to think. I don't believe I did. 17 No, we worked on the intake part of it. 18 Wait -- no. No. No. That was the intake 19 RN, RL -- that was the intake nuclear service log. That 20 was coming in out from the lake. They would have to be 21 insulated coming out of the ground going into some of 22 the auxiliary buildings and stuff. They may have to 23 insulate some of that. I'm not sure about that a 24 hundred percent. I know that part we was working on had 25 to be insulated. Because that water was moving all the	Page 212 1 A. Well, I was sitting there brainstorming and 2 thinking back and one thing made me remember this. One 3 of my friends, Roger (inaudible) worked on the air line 4 crew. It was the kind -- the one we was working on and 5 they were brand new valves when we put them in the 6 system and we were changing them out and we had to run 7 the air line and they an air actuator on top of it that 8 worked the valve and they were painted blue or green and 9 had a round thing on the top of it and that air opened 10 and closed the valve. And they done that in the control 11 room and they did have to put electrical wire -- I don't 12 know how that worked, it worked it from the control 13 room. I do remember that. And I was sitting there 14 trying to brainstorm that hose valve. I don't know. I 15 might have to strike that now because I can't be a 16 hundred percent sure. I'm thinking it might have been a 17 small valve, I said big but it seemed like I remember 18 them being small. I just can't put my hand on it. I 19 know I seen them in the plant but might have been an 20 instrumentation valve. But we used a lot of Swagelok 21 valves. 22 The crew had to run them gauges and all 23 kind of stuff. They had pressure gages and instrument 24 panels and had readings on it and stuff. They used a 25 lot of them valves.
Page 211 1 time. Water that's moving ain't gonna freeze. 2 MR. REID: Well, Mr. Jonas [sic], I think 3 that's all I have for you. I appreciate your time and I 4 apologize for being a little repetitive. 5 THE WITNESS: You meant to say Mr. Fincher 6 but you said Mr. Jonas. 7 MR. REID: I'm sorry it's been a long day 8 hasn't it? 9 THE WITNESS: Yeah, it has. Like I say, 10 I'm trying to remember. I just hope what I told 11 everybody will help. 12 MR. HUMEN: So let's go ahead and go off 13 the record for a minute. 14 THE VIDEOGRAPHER: We're off the record at 15 1:09 p.m. (CST). 16 (Break taken from 1:09 p.m. to 1:51 p.m.) 17 THE VIDEOGRAPHER: All right. We're back 18 on the record at 1:51 p.m. 19 FURTHER EXAMINATION 20 BY MR. HUMEN: 21 Q. George, we just had a little bit of a break and 22 you were just telling me that you thought about of 23 something, at least with the Fisher valves over the 24 break, so did you want to -- I guess -- tell me what you 25 were saying?	Page 213 1 MR. REID: David, I'm happy to go ahead and 2 get started. 3 Just before we start I have a question for 4 the court reporter. Was that on the record or not? 5 MR. HUMEN: It should have been. It was 6 supposed to be. 7 THE COURT REPORTER: Yes, that was on the 8 record. 9 THE VIDEOGRAPHER: Yeah, we're on the 10 record. 11 MR. REID: David, would you mind if I just 12 jumped in with a couple of questions about the Fisher 13 part of that? 14 MR. HUMEN: Yeah, I assumed as soon as he 15 started saying that, that you probably would, so that's 16 why I made sure it was on the record. 17 MR. REID: Okay. I'll just have a handle. 18 MR. HUMEN: Is that okay with you Yancy? 19 MR. MCLEOD: Of course. Yeah. 20 FURTHER EXAMINATION 21 BY MR. REID: 22 Q. Mr. Fincher this is Mr. Reid again. I'm the 23 guy who represents Fisher. I just wanted to follow up 24 on your recollection about working with air lines that 25 related to Fischer actuators. What you're describing is

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Page 214 1 a system that either increases or decreases pressure by 2 movement of air from one device to an actuator or from 3 an actuator to another device, I should say? 4 A. The air actuator on top of the valve opens and 5 closes it, from my understanding, But they had to have 6 air pressure, they called it instrumentation air. And 7 we had an instrumentation crew. And sometimes in the 8 reactor belt sometimes it was copper tube and sometime 9 it was in the reactor belt and some was stainless 10 steel -- and the air went to it, and I'm thinking that 11 it had to have some kind of radio relay or electrical 12 thing from the control room (inaudible). They'd go 13 close this thing. I don't understand exactly the way 14 they work but I do remember they were -- they had the 15 blue -- painted blue or green. The air diagram or 16 whatever you want to call it on top of the valve. I 17 remember they were blue or painted green to the best of 18 my knowledge. 19 Q. And is what you saw instrumentation people 20 hooking up the air lines? 21 A. Yeah, they'd have to hook them up or disconnect 22 them all you had to do was taking the valve out of the 23 system or putting a new one back in after they got -- f 24 we was taking them out, they had to come disconnect all 25 the air valves to it and then if we was putting them	Page 216 1 hook them up and you got those little copper tube that 2 runs in there and you got that little fit that goes in 3 and it cramps. 4 Q. Right. And then, it's a metal bit that crimps 5 it. 6 A. No. The bit itself does because it's got a 7 little ole' ring in it and you have to understand how it 8 works, it squeezes it like an instrumentation fitting. 9 Q. Right. 10 A. It's a mechanical fitting. 11 Q. And do you know what it was made out of? 12 A. Well, I like was telling you a while ago, I've 13 seen 'em made out of copper and usually like in the 14 turbine building or something a lot of times they just 15 use copper, but in the reactor building -- the auxiliary 16 building they'd always run it for some reason, they's 17 run stainless steel seems into it. I guess they had a 18 reason for it, but I've seen 'em made out of both copper 19 and stainless steel. 20 Q. Do you recall if Mr. Jonas was present when you 21 saw this? 22 A. Yep, oh, yeah. We worked around that pretty 23 common, you know -- that Fisher was a very common valve. 24 There was a bunch -- there was a lots of them in -- I 25 remember that, I mean there was lots of them down there.
Page 215 1 back in they had to come back in and reconnect it or run 2 their new line to it. 3 Q. You recall what plant this was at? 4 A. That was all of them, really. All the nuclear 5 stations. Now, we didn't do none of them specials at 6 the -- too much of them at the coal fires. I remember 7 they were very common at the nuclear stations -- all 8 three of them. 9 Q. Right. So in short what you have or what you 10 saw in that situation is -- you'd see a thin metal 11 tube -- it might be solid like steel or flexible metal 12 like a copper; correct? 13 A. Yes, sir. 14 Q. And that was operating at ambient temperatures, 15 it wasn't on the line in other words, so that the air 16 line was not insulated; correct. 17 A. No. Not the air line. No, sir. It was just 18 ambient temperature. 19 Q. And the ends of the air line were affixed to 20 the actuator and then whatever else it connected to with 21 metal couplings; correct? 22 A. Yeah. They had those little ole -- these, I 23 think Swagelok made them. They're tubes and fittings 24 and I guess the best way to explain to y'all is kind of 25 like the ice maker in your refrigerator. If you ever	Page 217 1 But the way I remember that my last name is Fincher and 2 Fisher is kind of close to it, and I guess I just 3 remember that name very common on there. 4 Q. Yep. 5 You never worked on the interior of an 6 actuator; correct? 7 A. No, sir. I never did. 8 Q. Did you see anybody work on the interior of 9 actuator near Mr. Jonas? 10 A. I cannot say that I witnessed that, no I 11 cannot. 12 Q. All right. 13 A. Not saying that he didn't but I didn't see it. 14 Q. Got you. So what you saw was work on the air 15 line and then either the removal or replacement of the 16 Fisher valve? 17 A. Yeah. Yeah. We installed them, took em out, 18 and reinstalled them and the instrument crew come back 19 and took the air and all that through, and I remember 20 that actuator went pop and it had a bunch of little 21 different size of little bolts, like flange it together, 22 you know, put the top on it. It was like a big kind 23 of -- I don't know maybe about bowl shaped, oval shaped, 24 bowl shaped top. 25 Q. Right. So who's the "we" that took these off

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Page 218 1 and put them back on? That is the valve themselves? 2 Was that -- 3 A. Not the mouth, valve crew and then the 4 instrumentation -- they had an instrumentation crew and 5 a lot of times the valve crew would just disconnect that 6 line and they got closer they'd send an instrument man 7 in there and he'd take loose and then they'd take the 8 valve out. They'd take it to the shop or a lot of times 9 to refurbish them, I guess, or they would just put -- a 10 lot of times if they was new they'd just put a whole 11 brand new valve back in. I don't know if they rebuilt 12 them things or just put a new valve back in there. 13 Q. All right. Do you have a -- sorry, just I 14 started bad there. 15 Do you recall if these were -- if the 16 valves themselves that you saw in these instances 17 were -- well what size where the connections? Were they 18 inch valves, 3-inch valves -- something else? 19 A. Oh they was just different sizes. I can't 20 relate to any -- I remember some of them, they was on 21 small, like on 2-inch pipe. I remember something like 22 that or 1-inch. 23 Q. Were the 1-inch typically threaded connections? 24 A. No. I think they was welded in. 25 Q. Okay. How about the 2-inch?	Page 220 1 Q. Mr. Fincher can you hear me okay? 2 A. I can. 3 Q. I'm a new attorney that's going to be asking 4 you questions. My name is Yancey McLeod. I don't think 5 I'll have too much for you, okay? 6 A. All right. 7 Q. So earlier in your deposition your attorney 8 asked you a question about a product by the name of 9 DarCo. Do you recall that. 10 A. I remember seeing these valves that was DarCo, 11 but I can't remember -- I just remember that name and I 12 remember they were valves but specifically I can't just 13 put my hand on it. I do know they used them. 14 Q. Okay do you recall at which plant the DarCo 15 valves were present at? 16 A. No. I can't right now. It's been so long ago 17 I can't -- they probably used them in all of 'em. 18 Q. Okay. But you can't testify under oath today 19 that DarCo valves were in all the plant; correct? 20 A. No. No. I can't but I can tell you that 21 Fisher was used in about all of 'em. 22 Q. Okay. Well, let's keep talking about these 23 DarCo valves. 24 Do you recall -- what do you recall about 25 the DarCo valves, if anything?
Page 219 1 A. They was welded -- soft weld pipe. 2 Q. Okay. Did you see any that were flange? 3 A. Now I can't remember. I ain't saying it wasn't 4 and I ain't saying it was because I can't remember, but 5 it seemed like most of the work on -- but it could be 6 either one. 7 Q. All right? 8 A. It could be either way but a lot of was welded 9 in. 10 Q. And was there -- with what system were these 11 on? 12 A. Oh gosh. I can't remember the system 13 specifics. 14 MR. REID: Okay. Well, that's all I've got 15 for you. Thanks for your time on that. 16 THE WITNESS: Some of them things was in 17 the reactor building and some of them was in the turbine 18 building. They used them Fisher valves everywhere, I 19 mean, it wasn't -- there wasn't a building or room 20 specifically. It was just a very common valve. I do 21 remember that. We used to log up a good many of them. 22 /// 23 /// 24 FURTHER EXAMINATION 25 BY MR. MCLEOD:	Page 221 1 A. Let's see. I'm trying get 'em -- I'm getting 2 'em confused with them Anchor Darlings. I remember them 3 Anchor Darlings because we used a bunch. They were like 4 three quarter or more an inch. Some of 'em -- inch and 5 a quarter -- inch and a half. Most of them were, like, 6 three quarter, one inch in length -- them Anchor 7 Darlings. 8 Q. Okay. Well, let's make this easy Mr. Fincher. 9 Do you ever see -- well first of all, you never 10 personally worked on a DarCo valve, did you? 11 A. No, sir. I did not. 12 Q. Okay. Did you ever see Mr. Jonas working on a 13 DarCo valve? 14 A. No, sir. I didn't. 15 Q. Okay. It sounds to me -- oh, how about anybody 16 working on a DarCo valve when your or Mr. Jonas was in 17 the vicinity? 18 A. Well. Like I said, again, they could have been 19 right beside us and we didn't even know it. 20 Q. Okay. But as you sit here today you think 21 you'll have any testimony of Mr. Jonas being near anyone 22 working on a DarCo product; is that correct? 23 A. I cannot say that I saw -- witnessed it. No, 24 sir. 25 Q. Okay. I'm going to move on -- another brand

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Page 222 1 that you've said ring -- rung a bell was Aurora. Do 2 recall that? 3 A. That name rings a bell but I can't put -- it 4 rings a bell on something but I can't -- I just can't -- 5 I just can't put my finger on it. 6 Q. I understand. Same questions for Aurora. Can 7 you -- as you sit here today, can you tell me whether 8 any Aurora product may have been located in any of these 9 plants? 10 A. No, sir. I can't say no, not by memory. I 11 just can't remember it right now. 12 Q. And I assume that also means you cannot testify 13 that -- first Mr. Jonas would have ever worked on an 14 Aurora product to your knowledge? 15 A. Not to my knowledge, but I ain't saying he 16 didn't, but -- 17 Q. Okay. I'm concerned you might -- 18 A. Like I stated, again, you know if that stuff 19 was used in those plants there's a great potential that 20 we was exposed to it at a time or neither and sometimes 21 we might not have even known about it. 22 Q. Okay. Well, you know, I've heard you say that 23 several times during this deposition. You've used the 24 term "exposed to it". What do you mean by that as it 25 relates to an Aurora product? You don't even know if an Page 223 1 Aurora product is associated with asbestos; is that 2 correct? 3 A. Well, hell, no, sir. I do not know that but 4 I'm just saying if they put 10 or 20 items in a room and 5 they send you in there and you don't know what they are 6 and you walk around 'em and eight of them's got asbestos 7 and two don't. I mean, there's still a potential you 8 could have got exposed to them. I'm not saying you did 9 but you know, if it was in there you could have-- 10 Q. Okay. I understand. The final question -- 11 A. And I don't even know what it was. 12 Q. I understand. 13 A. But I'm just being honest still. Aurora just, 14 I don't know if it's got a familiarity to the name, but 15 I can't honestly say that I seen it or didn't see it. 16 Q. Okay. Very good and just to close that -- this 17 line of questioning out, you can't testify that you ever 18 saw Mr. Jonas around an Aurora product when it was being 19 worked on; correct? 20 A. No, sir. I didn't witness it and if I did I 21 don't remember it. 22 Q. Okay. Very good. 23 There's been a lot of talk about your 24 employer Duke and whether or not they warned you and 25 your coworkers about asbestos; correct?	Page 224 1 A. Well, they did, but not in the early years. 2 Like I stated, again, they didn't start that asbestos 3 program until -- and I don't remember the exact year, 4 exact year, but when they did give us that training, it 5 was too late. I mean, they should have done it 20, 25 6 years earlier than what they did at least. 7 Q. And I understand and I heard you say that. And 8 what I wanted to confirm, that several times I've heard 9 you refer to the old days or -- 10 A. Well, not necessarily the old days, the early 11 part of -- work history. 12 Q. Whatever -- exactly. So what I was curious 13 about is whether or not you could put a date on that 14 time period. Are you referring to -- when you say the 15 old days or the early time period -- are you referring 16 to the time before that 1990 time frame where they 17 started to teach you about asbestos? 18 A. Yes, sir. That's correct. 19 Q. Okay. So In other words, 1985 through 86-87 20 you would consider the early days or the old days 21 because at that point they still had not warned you 22 about asbestos? 23 A. I'm thinking that -- I don't remember exact 24 date they trained us on it, but -- and I don't remember 25 exact dates, but we'd work around that stuff and had Page 225 1 been exposed to it a long time before WAO*EFZ told and 2 trained on it. 3 Q. Okay. Understand and that -- 4 A. I feel like I'm -- 5 Q. I'm sorry I didn't mean to interrupt? 6 A. Well, I just felt like they should have give us 7 this training early -- I'm saying probably 15 years or 8 better or earlier with them working out before they told 9 us about it. 10 Q. Were you aware that in 1972, OSHA was passed 11 and included regulations on asbestos in work places like 12 Duke? 13 A. No, sir. Like I say, I didn't start -- 14 actually '74 with McGuire and I worked there a year and 15 I was laid off. I come back to Catawba in 77, so that 16 was prior to my work history. 17 Q. Okay. And remind me again, and I apologize if 18 I missed this, where were -- which plant were you at 19 when you had this training about a -- 20 A. Let me -- I remember exactly where it was at it 21 was lady steam station. 22 Q. Okay. 23 A. Take us upstairs on the second floor and I 24 believe it was right outside of, you know it was like a 25 chemistry lab, where they took water samples for the

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Page 226 1 plant and they had a little 'ole office area and they 2 made a little class room out of it and we went in there 3 and we spent all day. I think it took about all day and 4 they trained us, and I remember they brought these 5 little samples and they was in, like, little plastic 6 bags, sealed off and they passed them around, saying 7 this is Chrysotile asbestos -- I can't remember all the 8 different names but I do remember that Chrysotile -- 9 Q. Which, which -- 10 A. They had different colors of it and they, you 11 know, said if you see this, stay away from it and -- 12 Q. And that -- that's what I thought you said, so 13 were these gaskets that they were showing you? 14 A. Well, some of them were. Some of 'em, like, 15 looked like gaskets, some of it was just crumbled up 16 stuff. They had some of it was like that rope -- gasket 17 stuff. 18 Q. Uh-huh. Yes, sir. 19 A. They used in the old days it was gasket -- they 20 had -- they had all kinds of stuff, I mean they said 21 they even, you know anywhere, then they said some of 22 your old floor tiles and stuff that was used in schools 23 and different buildings. So they have even have 24 asbestos in some paint. 25 Q. Okay. Understood. And I thought that's what	Page 228 1 Duke? 2 A. Well, no. I'm talking about all these 3 companies out there. 4 Q. Like Garlock? 5 A. Yeah. Garlock. I used to see it on TV all the 6 time. Now, in these naval yards and railroads and all 7 of the industries out there that knew about it and they 8 didn't tell people. It wasn't just Duke and it wasn't 9 just these valve companies, it was slating companies. I 10 mean a lot of companies knew about it back there and 11 they didn't tell people. 12 Q. Okay. Would you consider -- well let me back 13 up. You were at the nuclear stations before you went to 14 the fossil fuel plants; correct? 15 A. Yes, sir. I was. 16 Q. Okay. And I guess where I'm going with this 17 is, I was curious as to whether or not you thought there 18 was a reason why you received training about asbestos at 19 a fossil fuel plant rather than a nuclear plant? 20 A. Hell, I don't know what their reasons for it -- 21 we just happened to be working there at the time. 22 Q. Okay. 23 A. And if we'd been at Oconee they could possibly 24 give us the training at Oconee but we were just happened 25 to be down at Lee working and they sent us -- it was an
Page 227 1 you said. I just wanted to confirm that the samples 2 that they used demonstratively to show you and your 3 coworkers the different types of asbestos. This was not 4 just half around round insulation or chunks of friable 5 asbestos. They actually had gasket material and packing 6 that they were slowing you; correct? 7 A. Well, as far as I can -- as far as I remember 8 they had this different samples of stuff and some of it 9 looked like -- just like powder-looking, I mean like it 10 was crumbled up in there like a -- there was kind of 11 like powder. 12 Q. Uh-huh. But then based on that training that 13 you received, albeit late, based on that training, 14 there's no question in your mind that Duke, at least at 15 some point was aware that packing and gaskets contained 16 asbestos; is that correct? 17 ALL DEFENDANTS: Objection. 18 A. Yeah. I knew that they knew it, and probably 19 is lot of these other companies did too. They just 20 didn't tell anybody until -- I guess they had they're 21 reasons for it but they didn't want to scare people or 22 scared people wouldn't work for them or I don't know but 23 they knew about it a long time before they told us about 24 it. I do know that. 25 Q. Okay. And you're referring to your employer	Page 229 1 outside company that done -- Duke it was outside company 2 and I can't even remember what the name of it was but -- 3 Q. Okay. Very good. So you think this was a Duke 4 policy to train it's employees and not just specific to 5 Lee Steam Station; correct? 6 A. Oh, yeah. It was a Duke -- but when they 7 started doing company wide we just happened to be there 8 working. 9 Q. After you received this training did anything 10 change. In other words, did all of a sudden you start 11 seeing warning signs? Did all of a sudden, were you 12 required to wear a respirator or anything like that? 13 A. Well, I could see changes starting to happen, 14 you know they started tagging stuff and they starting 15 getting more asbestos awareness. 16 Q. Uh-huh. 17 A. You might say they started having stricter 18 guidelines, maybe it was to cover them, I don't know. 19 We worked for them a long time before they started it 20 and that's really, I don't know what else to say -- 21 MR. PAUL: Okay. Well, I appreciate your 22 time Mr. Fincher. I know it's hard going back and 23 remembering all this stuff. I appreciate your time 24 thank you. I think those are all the questions that I 25 have.

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Page 230 1 THE WITNESS: Okay. 2 FURTHER EXAMINATION 3 BY MR. GLENN: 4 Q. Mr. Fincher, this is Jace Glenn again. You 5 said something just now that related to something we 6 talked about earlier so I thought I'd jump in, kind of, 7 on that note. 8 A. Okay. 9 Q. We had talked about -- you and I had talked 10 earlier about Anchor/Darling valves, and I think you 11 just said that you remember the Anchor/Darling valves 12 that you encountered at Duke being -- did I hear you 13 right? An inch to three quarters of an inch, somewhere 14 in there? 15 A. Seemed like the ones for some reason, like one 16 inch or maybe three quarters or one inch. They may have 17 made some that was an inch and a half. I don't -- but 18 most of them to my knowledge were like that on one inch 19 lines. Seemed like they used them to regulate the 20 pressure or flow or whatever -- 21 Q. All right. And when you say one inch or three 22 quarters or inch and a half, you're talking about the 23 diameter of the pipe that the valve was connected to; 24 right? 25 A. Yes, sir.	Page 232 1 inch in diameter pipe; isn't it? 2 A. Oh, yeah. You know, you might have a line 12 3 inches, -16 and all of them and then you have lines that 4 branches off going somewhere else. It might, you know, 5 reduce down to three quarters or one inch and then, you 6 know. It depends on the pipe stove -- 7 Q. I understand. But was there anything smaller 8 than a half inch that you can remember at Duke Power? 9 A. What? As far as valves? 10 Q. As far as the lines and the power -- was there 11 a smaller? 12 A. Yeah. They came out off them pipe and lines 13 down the instrumentation and some of it'd be quarter 14 inch, 3 inch, 2 inch -- 15 Q. Okay. All right. 16 A. -- when it got down below the pipe they called 17 it tubing. 18 Q. We had talked earlier about welding and pipes 19 and another way -- I'm sorry, welding and valves to 20 pipes and another way you can connect a valve to a pipe 21 is with a threaded connection; right? 22 A. Oh yeah. You can thread it, flange it, weld 23 it. 24 Q. Right. Right. Those are kind of the three 25 ways; right?
Page 231 1 Q. Okay. So those are -- 2 A. Now, they might have made some bigger ones than 3 that but most of the ones I remember working around or 4 installing them, most of them were like one inch because 5 I had to cut a lot of them out. 6 Q. Right. So for a facility like the ones we are 7 talking about where you worked at Duke Power, these are 8 relatively smaller valves, right? When you say an inch 9 or three quarters or an inch and a half those are pretty 10 small valves; right. 11 A. Well, I'd say that might be 10 or 12 inches 12 long or whatever? 13 Q. Right. But my point was that as far as the 14 line that they're in, those are smaller than, you know, 15 those are on the smaller end. I mean there were some 16 lines that were 3 inches, 5 inches, 8 inches, 12 inches; 17 right? 18 A. Well, the line that come off -- it's hard to 19 say. It just depends on where it come off on. It might 20 be a 24-inch pipe and then another line came off of it, 21 and then -- you know what I'm saying. 22 Q. Yeah. Yeah. I know what you're saying. I 23 know and we're just kind of spit balling here but my 24 point is there were some lines, like you said it was 24 25 inches in diameter and that's a lot bigger than a one	Page 233 1 A. Correct. Correct. 2 Q. I have heard that when we're talking about 3 valves and the 3 quarter inch range and one and a half 4 inch that those valves are sometimes threaded in. Do 5 you agree with that? 6 A. Yes, sir. Some of them are. Yes. 7 Q. All right. Do you believe that the Anchor 8 Darling valves that were that the Anchor Darling valves 9 that you recall were three quarters or an inch and a 10 half had threaded connections or do you remember? 11 A. I'm thinking that most of them where socket 12 welded in. 13 Q. Socket welded. Go it. Okay. And of course as 14 we said before, if it's welded in then it doesn't have a 15 flange gasket; right? 16 A. Well, not necessarily. They did come out with 17 a net on the end and have a flange on it and they could 18 bolt it in. It just depends on the piping 19 configuration -- I didn't, you know -- 20 Q. Okay. But as you sit here can you remember an 21 Anchor Darling valve ever being like that? 22 A. I'm thinking they welded most of them things 23 in. 24 Q. Welded instead of flanged; right? 25 A. I can't be a hundred percent sure on that --

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Page 234 1 no, sometimes they were flanged on, but -- 2 Q. So sometimes flanged and sometimes welded; 3 right, and sometimes -- 4 A. Yeah, I'm thinking so, yeah. 5 Q. And sometimes threaded too? 6 A. I can't remember it being threaded. 7 Q. That's fine. That's fine. I'll move on. 8 One thing I meant to ask you earlier but I 9 forgot was: I understand that Mr. Jonas, before he went 10 to Duke Power, worked for approximately seven years as a 11 welder at a place called Gaston County (inaudible) in 12 Stanley, North Carolina. Were you aware -- have you 13 ever heard that before? Were you aware of that? I know 14 you didn't know him back then but I was -- 15 A. Well, no -- yeah, I don't know nothing about 16 his work history prior to that. I wasn't around him or 17 nothing back then so -- 18 Q. Got it. I just didn't know. I know you guys 19 were friends. I didn't know if he had ever mentioned in 20 passing, you know, that's where he learned how to weld 21 or that kind of thing? 22 A. Yeah. Well, I don't -- I can't really relate 23 to all that. Only time I knew him he worked for Duke 24 power. 25 Q. Understood. When you met him in 1977 was he a	Page 236 1 Q. I got you. Yeah, we talked about that story 2 earlier. You actually talked about it with me. So that 3 was the dust that was off of the insulation that they 4 had removed the night before and that gentlemen came out 5 and said, "what in the world are you guys doing messing 6 with that stuff." Is that roughly correct? 7 A. That's right and reason my buddy got so upset 8 about it is he said what happened with that asbestos? 9 Why didn't somebody clean it up so we didn't know what 10 it was and -- 11 Q. Right. 12 A. And so we didn't know what it was and -- 13 Q. Right. So when you said -- go ahead, sorry, I 14 didn't mean to cut you off. 15 A. Anyway when we went and told that supervisor 16 about it he told us not to worry about it we just needed 17 to get back to work. 18 Q. Right. So when you said raw fiber, you were 19 talking about the dust that came off of the insulation; 20 right? 21 A. Yeah. I guess it was raw. I mean, it was 22 just -- it wasn't, it wasn't, you know, solid paste or 23 nothing like that. It just fibers everywhere, looked 24 like dust, or kind of like cotton dust. I'll put it 25 that way. It was really light it looked like a little
Page 235 1 pretty experienced welder? 2 A. Yeah. Ronnie was a pretty decent welder. I 3 don't know if he went to tech school or what to learn 4 welding. I never did ask him. He was a pretty decent 5 welder and he got better as time went on. Yeah, Ronnie 6 was a decent welder. I mean, he took pride in this 7 work. I'll say that he always took a lot of pride in 8 what he done. 9 Q. Got it. You testified earlier in the day to 10 Mr. Meriwether about raw asbestos fiber at Duke Power. 11 Was that -- when you were testifying about that, was 12 that in your very early days, in those early 70s that 13 first stint that you were at Duke? 14 A. I don't know what you're -- I don't know where 15 you're coming from on this. 16 Q. Okay. As you sit here, do you remember ever 17 recounting what you, I think, called raw asbestos or raw 18 asbestos fiber at Duke? 19 A. Well, I guess you might be saying that time we 20 was out there working around the outside of that bowl 21 and we was crawling around there and that safety man 22 came up there and that was raw asbestos. I mean, that 23 was raw asbestos, that was white dust all over 24 everywhere and he said, "what are y'all doing working 25 down there in that asbestos?" And we said what.	Page 237 1 light film of smoke to be honest with you. 2 Q. Okay. Last thing that I wanted to cover. You 3 mentioned a second ago when you were talking to Mr. 4 McLeod that when you had that training -- I'm sorry, the 5 training at Lee in '89 or '90 about asbestos, that was 6 the first time you ever heard of asbestos being out 7 there and you said that they were talking about 8 different types of product that had asbestos in it and 9 one of the product that they had talked act was, I think 10 you said, asbestos paint; is that right? 11 A. Well, they just told us back a long time ago 12 they put asbestos in just in a lot of products, You 13 know. One of them was, and I never would have believed 14 this, the said like old linoleum tile like would be in 15 your grandma's house and these old schools back them. 16 They said they made asbestos was a cheap material and 17 they added it as a filler. Said they put it in linoleum 18 tile and I've even heard about them putting in paint. I 19 guess to make the paint more heat resistant or 20 something. They said -- I even heard of them putting it 21 in these old welding rods in a lot of these old welding 22 rods. 23 Q. Yes. So my next question was you never worked 24 with or around asbestos paint when you were at Duke; did 25 you?

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Page 238 1 A. Well, I take that back. We had to go in the 2 wrecker building, and this was at Oconee, and I can't 3 remember the year. I can't remember who I was working 4 with and we had to grind some paint off of these beams 5 in there and we had to weld little pipe hangers off of 6 it, and we had to have that paint -- that paint was 7 surveyed and they told us it was a potential to have 8 asbestos in it. And they made us build a -- they called 9 it a glove bag. It was a big bag and you get them out 10 of the warehouse and it had two holes, like you could 11 put your hand in there put all these holes in there and 12 it kept that stuff encapsulated and it was a pain in the 13 butt to work in there because you trying to stick your 14 hand in there with rubber gloves on and to sit there 15 trying to grind. 16 Q. I got you. 17 A. But they said that paint at Oconee -- now I 18 don't know this to be a hundred percent. But they said 19 some of that paint down there, I was told it had 20 asbestos in it. Now, I can't be a hundred percent on 21 that. I'm going to say -- okay, I'll put it this the 22 way for them to put us in that glove bag like that, to 23 encapsulate it, they was scared it might have asbestos 24 in it and they were trying to cover their butt. 25 Q. Right. So I take it that when you were doing	Page 240 1 A. Yes, sir. We had to weld the bracket on to the 2 I-beam. 3 MR. GLENN: Okay. I got you. I think 4 those are all the questions I have for you. Thank you 5 again Mr. Fincher. 6 THE WITNESS: Okay. 7 FURTHER EXAMINATION 8 BY MS. JONES: 9 Q. Mr. Fincher good afternoon. My name is Celeste 10 Jones, and I've got just a very few questions that I 11 want to ask you. I actually represent a company whose 12 name has not been mentioned yet in the deposition -- US 13 Steel Corporation, and so the questions that I want to 14 ask you are pretty, you know, are pretty straight 15 forward and simple. 16 Do you recall any of the -- any of the 17 equipment that you've testified to previously during 18 your deposition located in any of the Duke facilities 19 when you and Mr. Jonas were working together that was 20 made by US Steel. 21 A. Well, seemed like -- and I'm just going by 22 memory -- it seemed like that US Steel -- seem like they 23 made stuff like high beams and stuff like that. I'm 24 relating back to memory. Seemed like I'd seen people 25 deliver that steel to the fab shop and it had US Steel
Page 239 1 this work because you had the glove bags and because 2 they were taking all these precautions and you said it 3 was a pain in the neck to do. I take it this was after 4 you took the class that was the one day course on 5 asbestos; is that fair? 6 A. Yes, sir. Yes, sir. I'm pretty sure it was. 7 Q. Okay. And that's the only time that you're 8 aware that you think that you encountered paint that you 9 think had asbestos in it at Duke; right? 10 A. Well -- 11 Q. At Duke. 12 A. Well, they did say some of that paint had some 13 lead in it. 14 Q. Okay. 15 A. Lead and asbestos. 16 Q. Yes, sir. 17 A. Some of that paint, that primer and stuff was 18 lead based. 19 Q. Yes, sir. And was Mr. Jonas with you when you 20 did that work? 21 A. Not at that time. No, sir. He was not. Not 22 at that particular time. 23 Q. And y'all were -- when you were grinding the 24 paint, was this to, like, hang a bracket or something on 25 the wall of the containment area?	Page 241 1 on the truck. 2 Q. That's what I'm trying to ask you. Did you 3 work with Mr. Jonas in any of these facilities -- the 4 equipment then that you were asked about was the 5 boilers, the turbines, the valves, the gaskets, the 6 pumps, the steam traps, the compressors, and the like, 7 were any of those -- can you tell me if any of those 8 were manufactured or made by US Steel? 9 A. No, ma'am. I can't a hundred percent say that 10 but -- 11 Q. Do you recall -- 12 A. I remember seeing US steel on stuff. A lot of 13 it was metal, like high beams or channel iron stuff that 14 they sent in -- 15 Q. I'm sorry. I didn't mean to interrupt. The 16 way the deposition works on the video it makes it hard 17 to not start talking when someone hasn't actually 18 finished so I apologize for that. 19 A. That is fine. 20 Q. The US Steel things that you just mentioned -- 21 the I-beams, those are the big structure pieces that 22 would be used to make the buildings; is that what you're 23 referring to? 24 A. Well, all the steel that was fabricated at the 25 building, I mean they made pipe hangers out of it, cable

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Page 242 1 tray hangers -- all that stuff they shipped in there on 2 the truck they send it to the fab shop and all that 3 metal. I just remember some of that metal -- seem like 4 I remember US Steel being on it. Like, I don't know if 5 they painted it on there or stamped it on what there or 6 what, but I remember seeing that on the metal -- US 7 Steel. 8 Q. And you're talking -- and are you referring to 9 raw steel pieces that were then somehow put into the 10 facility by a contractor? 11 A. Well, no. We put them in ourselves but I just 12 remember US Steel that rings a big bell. 13 Q. What US Steel products did you and Mr. Jonas 14 work with together and at which plants? 15 A. Well, we worked -- we used that steel at all of 16 them. We welded up pipe hangers and everything that was 17 made from that steel and if that's what you're talking. 18 That US Steel -- angle iron, channel iron, metal plates, 19 plate metal and all that stuff and it seems like to me 20 that it was made -- a lot of them had US Steel 21 Corporation or something on them. 22 Q. Do you recall any -- do you recall any products 23 from US steel or any of these products other than the 24 I-beams, the angle iron, the channel iron and the metal 25 plates that you and Mr. Jonas worked with?	Page 244 1 period did you build these pipe hangers from -- was it 2 steel fabrication you were doing? 3 A. Yes, ma'am. 4 Q. Did you have -- what equipment did you use to 5 bend the steel and fabricate it into a Hymer [sic] unit? 6 A. We used a saw and make the base plates and we 7 sawed them and then we took a drill and drilled the 8 anchor holes in each one and then we took and angle 9 line, like tube steel and we welded it to the base 10 plates. Some of the plates was already in -- it was 11 like embedded plate already in the plant and we would 12 grind that paint off of it and put that tube steel on it 13 and weld it up to the ceiling and it come down there and 14 we come up with piece of angle iron and a lay the piece 15 of pipe in there and have the holes in there, and you 16 know, have like a big huge bolt, you know -- 17 Q. Mr. Fincher, who designed the pipe -- the pipe 18 hangers that you made? 19 A. Duke had their own engineer that drawled [sic] 20 them up and they'd give us a blueprint of what they 21 wanted and some of them were just temporary hangers. We 22 put them up just to hold them in place and then they'd 23 come back and put the permanent hanger up there and we'd 24 take the temporary one down. We just put -- 25 Q. And the raw material and pieces that came from
Page 243 1 A. No. I'm trying to think. I can't relate to any 2 specific item. 3 Q. Okay. And other than using them to create or 4 build pipe hangers what other uses did you and Mr. Jonas 5 make of any US Steel product that you recall? 6 A. Basically that's about all I can tell you that 7 we used it. 8 Q. Okay. 9 A. I can't remember anything else, ma'am. I just 10 can't. I'm trying to think but they -- 11 Q. Could you tell me which of the facilities that 12 you worked in with Mr. Jonas where you built these pipe 13 hangers? 14 A. We done it at just about all of them. You 15 know, when we put the pipe in and we had to come back 16 and put the hangers up on it. Sometime we had to put 17 the hangers up prior to it and sit the pipe on it. 18 Q. Okay. Other than the -- 19 A. I can't remember just -- just about all of the 20 plants we worked around. We had to have something to 21 hold the pipe up, so a lot of times we would build our 22 own hangers too, and then they had the hanger crew that 23 later on that come in and they built the hangers and 24 come put them up. 25 Q. These pipe hangers that you built what time	Page 245 1 US Steel they were just steel pieces; is that right? 2 A. Yeah. Yep. Pretty much, just like from what I 3 remember, just raw metal. A lot of them just had some 4 kind of -- they sprayed something on there to keep it 5 from rusting, something like shellac-looking stuff. 6 Q. Was there any -- was there any insulation on 7 the -- on the raw steel that came in from US Steel? 8 A. I can't remember no insulation being on it. It 9 was just raw metal. If I even got this right, they got 10 -- I could just -- they'd bring that stuff in there on a 11 big flat tractor trailer. They would bring a whole load 12 of steel in and seemed like I can remember US Steel 13 Corporation, you know but -- 14 Q. Do you remember which -- can you tell me which 15 plants they brought the raw steel into? 16 A. I remember -- 17 Q. That you were? 18 A. Yeah. I know they brought it into Oconee and 19 Catawba but I remember them two. 20 Q. Is that when they were building those nuclear 21 plants? 22 A. Yes. Some of it was. Some of it was after it 23 was built. 24 Q. And the two that you can recall were Oconee and 25 Catawba?

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Page 246 1 A. I'm thinking so. That's the one I was 2 working--- I worked the most at that time. 3 Q. And I believe at one of them you were not 4 working with Mr. Jonas; is that correct? 5 A. What do you mean by that now? 6 Q. Was there one -- one of the facilities where 7 you worked, and maybe I wrote it down wrong in my notes 8 and if I did I apologize -- where you and Mr. Jonas did 9 not work together? 10 A. Well, like I was telling that guy earlier, I 11 got laid off in '96 -- January the 19th of '96 and just 12 a little bit before that Ronnie took a job and he went 13 to McGuire and a little bit later they made a supervisor 14 out of him and I didn't work around him at that time-- 15 96 on and he got later on after that we got into that 16 planning job and I don't remember that exact year but he 17 went into planning he got a desk job. Had last -- I 18 don't know the last two three years with Duke but he 19 got -- they made a supervisor -- like a welding 20 supervisor out of him prior to. 21 Q. Mr. Fincher -- Mr. Fincher, was Mr. Jonas with 22 you when you went through the asbestos training at the 23 Lee Steam Station? 24 A. Yes, ma'am. We was all on the same crew that 25 worked for David Mitchell. David Mitchell was our	Page 248 1 any equipment that you remember working with that had 2 U.S. Steel on it. 3 Do you remember the U.S. Steel having been 4 the manufacturer of any of the -- and I'm just going to 5 run down the list of the equipment that the plaintiff's 6 counsel asked you about -- boilers. 7 A. Well, if it was made out of steel I can't be a 8 hundred percent sure. 9 Q. Well, do you remember -- 10 A. I can tell you who made the metal, but I can 11 just remember US Steel being either stamped or -- I 12 can't remember -- painted or embossed or something on 13 that metal, but I remember that being on some of the 14 metal. 15 Q. On the metal that was brought in on the truck 16 that y'all used to make the hangers or on metal that was 17 on a boiler or a turbine or valve or -- 18 A. I'm thinking most of it was on the metal they 19 brought in to the plant. See all that stuff -- 20 Q. But do you remember -- 21 A. Well, all that stuff -- 22 Q. Do you remember -- I'm sorry. Do you remember 23 US Steel's name being on these other things? 24 A. No, ma'am. I don't -- 25 Q. The boilers, the turbines, the gaskets, the
Page 247 1 supervisor and our whole crew had to go through that but 2 everyone that was down at Lee had to go to it. It was 3 job specific but our work crew had to go through there 4 and had to sit there for a whole day -- 5 Q. And did everyone fill out a questionnaire, to 6 your knowledge, including Mr. Jonas? 7 A. Yeah. I'm sure they did. They said if you got 8 any comments to write down and fill out that 9 questionnaire and they said -- I can't remember if they 10 said to put your name on it or not, but I did. I signed 11 mine and I never did hear. 12 Q. Did you get the -- did you give the 13 questionnaire to your supervisor -- 14 A. No. They took them up. 15 Q. To Mr. Mitchell -- 16 A. No. They took them up at the end of the class, 17 the instructor got them. 18 Q. Do you remember who the instructor was? 19 A. No ma'am. It was an independent company, he 20 was not Duke. They hired an outside contractor or 21 training facility to come in and give us that training 22 and golly man, I spent, you know, 25 or better, it was a 23 long time back. I can't remember. 24 Q. Do you recall -- I want to ask you just two or 25 three more questions about U.S. Steel and Province for	Page 249 1 valves, the pumps, the steam traps, the compressors? 2 Does that -- 3 A. No. I don't remember that. 4 Q. Okay. 5 A. I do remember seeing US Steel on certain 6 things. But, golly, you're talking 30 years ago and 7 it's hard for me just to put an exact -- I'm just doing 8 this by memory and I'm just thinking they coming in on 9 them trucks and we fabricate stuff out of. 10 Q. Okay. So to the best of your recollection it 11 was the big pieces of steel that came in on the trucks 12 and y'all used to fabricate the apparatus to hang the 13 pipe; is that right? 14 A. Yeah. I'm thinking so. I just remember US 15 Steel Corporation, I think that's what it -- 16 MS. JONES: Okay. Thank you so much. I 17 appreciate your time. 18 THE WITNESS: Okay. Like I said, I'm doing 19 this by memory to the best of my ability. 20 MS. JONES: Okay. And we appreciate it. 21 Thank you. 22 MS. MILLER: Mr. Fincher, this is Katie 23 Miller and I'm going to go next. 24 FURTHER EXAMINATION 25 BY MS. MILLER:

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Page 250 1 Q. Can you hear me okay? 2 A. Yes, ma'am. 3 Q. All right. You testified earlier that you 4 might have recalled seeing a contracting company by the 5 name of Southern Insulation; is that correct? 6 A. Well, yeah, I remember -- seemed like I have 7 that in and I know one of them was Waco I'm a hundred 8 percent sure on that. It seems like one of them 9 insulators, they sent different contractors and I'm 10 thinking one of them was Southern Insulation and they 11 had another one called Covil. I know a hundred percent 12 Covil done a lot of work, they bring them contractors -- 13 Q. So you said -- you said with one hundred 14 percent certainty that you know Covil and Waco -- is it 15 fair to say that you can't be certain that Southern 16 Insulation was in fact one of the contractors you saw 17 there? 18 A. I'm thinking I seen them but I'm not a hundred 19 percent sure on the Southern but I -- seemed like I 20 remember seeing their trucks. We didn't -- we went to 21 this restaurant one morning and I seen their trucks and 22 them guys come in there and we was working at Plant 23 Allen at that time -- 24 Q. Okay. So said you're thinking it was Plant 25 Allen that you recall seeing their trucks?	Page 252 1 recollection of Mr. Jonas ever being in the vicinity of 2 Southern Insulation? 3 A. I can't answer that because I don't know. 4 Q. Okay. So do you do not have any specific 5 recollection of Mr. Jonas ever being around? You, 6 yourself don't have a recollection of that? 7 A. No. I know Ronnie -- I know Ronnie was 8 definitely around the Covil and the Waco people. I do 9 know that. The Southern -- I can't be sure about it. 10 Like I said I'm just trying to remember that and it's 11 been so long ago. 12 Q. Okay. And since you can't recall that and you 13 weren't in the vicinity and Mr. Jonas was not in the 14 vicinity, then you can't testify about any of the type 15 of work that Southern Insulation may or may not have 16 been performing; is that correct? 17 A. That's correct. I can't prove that -- I can't 18 prove that really, I just can't really answer that. 19 It's been so long ago -- 20 Q. Okay. So -- 21 A. I just cannot be a hundred percent specific on 22 that. I just can't. 23 Q. All right. So just to be clear, your testimony 24 today is that you cannot be sure that Mr. Jonas has ever 25 worked around Southern Insulation at any of his job
Page 251 1 A. Let me think -- yeah it was either Plant Allen 2 or Plant Marshall (inaudible) -- might have been -- 3 Q. Okay. And do you have a specific recollection 4 of Southern performing work at either of those sites or 5 only that you recall seeing their trucks? 6 A. I just remember seeing their trucks. I 7 didn't -- I did know we worked around that Waco, you 8 know, and Covil a bunch for a fact, but I remember 9 seeing that Southern Insulation, that just rings a bell 10 but I can't be a hundred percent site specific on that. 11 Q. Okay. And so then would it be fair to say that 12 you have no specific recollection of Southern performing 13 work at these sites -- that you can't be one hundred 14 percent sure that it was, in fact, Southern that you saw 15 there? 16 A. I can't do a sworn testament on that because I 17 could be wrong, but I'm just saying I'm thinking I seen 18 them in there, but I do know Waco and Covil was 19 definitely in there. I couldn't answer -- 20 Q. Okay. 21 A. -- on that. 22 Q. And since you can't be one hundred percent 23 certain and don't have a specific recollection of them 24 performing work at any of these job sites; would it be 25 fair to say that, likewise, you don't have any specific	Page 253 1 sites; correct? 2 MR. HUMEN: Object to form. 3 THE WITNESS: Not to my knowledge. I'm 4 ain't -- I'm not going to testify to that because I 5 can't honestly be a hundred percent sure, so I'm not 6 going to testify to that. 7 MS. MILLER: All right. That's all the 8 questions I have. I appreciate your time. 9 THE WITNESS: I'm not saying it wasn't but 10 I can't -- 11 MR. HUMEN: She's done George. George, 12 she's done with her questions, so just wait. Someone 13 else is going to pop on and ask you some questions so 14 hold on one second. You still holding up all right? I 15 know it has been going on a long time. 16 THE WITNESS: Well, I'm getting tired but 17 I'm still here. 18 MR. HUMEN: All right. Just focus on the 19 questions asked. All right? 20 THE WITNESS: Okay. 21 FURTHER EXAMINATION 22 BY MR. MANGUM: 23 Q. Mr. Fincher can you hear me? 24 A. Yes. 25 Q. I've just got one question about that Covil

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Page 254 1 stuff that you just mentioned. Do you remember which 2 job sites that you recall seeing that Covil work? 3 A. Yeah. They were down at Catawba the whole time 4 we was working, they done all the insulation work at 5 Catawba Nuclear during construction. 6 Q. Do you know -- 7 A. I was told that they were doing work at McGuire 8 because they were bringing insulation in because they 9 said they were bringing stuff that they had left over 10 from McGuire -- is what it was told. You know, that I 11 can't -- but I do know they put all the -- they done the 12 vast majority of the insulating the whole time I was 13 there at Catawba Nuclear during construction. 14 Q. Do you recall seeing them after Catawba at all? 15 A. No. It seemed like after that Duke went to 16 Oconee had their own small insulating crews because, you 17 know, we didn't have a bunch of insulation. They would 18 just come there and take stuff from -- they had their 19 own little insulating outfit but during construction it 20 was so big and massive that they had to hire contractors 21 to come in and do it. 22 MR. MANGUM: Understood. That is all I 23 got. Thank you sir. 24 THE WITNESS: Okay. 25 MR. TRAYLOR: This is David Traylor. Can I	Page 256 1 I'd say at least a half -- 6 or 8 times. 2 Q. How many? 3 A. I'd say about 6 or 8 times, off and on. 4 Q. All right. Do you recall the first -- and I'm 5 talking -- do you recall the first time that you and Mr. 6 Jonas would have been to the plant Allen? 7 A. Well, we was working for David -- David 8 Mitchell and -- let's see, I'm saying off and on we 9 probably went there maybe six times off and on. 10 Q. All right. 11 A. And I don't remember the year but -- let's see 12 now I do remember what we was working on, we was putting 13 these poly-demineralizer system in and it was in the 14 basement of the turbine building. 15 Q. You were putting in a demineralizer? 16 A. Yeah. It -- they were having trouble with 17 their service water filling plant, it was being 18 (inaudible) and nasty. They put the system down there 19 to clean the water before they ran it through their 20 system. Somehow the lake water was getting in the 21 system. I don't know what was in it. It was getting 22 dirty. They call it poly demineralizer. 23 Q. Now, was that what you were doing the first 24 time or was that what you did every time? 25 A. No, that was just one of the times.
Page 255 1 go next? 2 MR. HUMEN: Go ahead. 3 FURTHER EXAMINATION 4 BY MR. TRAYLOR: 5 Q. Mr. Fincher my name is David Traylor. O are 6 can you hear me? 7 A. Yes. I can. 8 Q. Okay. If you can't or I need to speak up, just 9 let me know. You mentioned Erie City and I just want to 10 know are you able to say you ever saw Mr. Jonas work 11 near or around an Erie City product? 12 A. No. I can't witness to that. I just remember 13 seeing Erie. It didn't sound -- I don't remember Erie 14 City being on there, I just remember E-r-i-e. It just 15 strikes a bell. That city -- I just don't remember the 16 "city" part being on there. But no -- I can't relate to 17 Ronnie just working on them or working around it. 18 Q. I want to ask you some questions about Plant 19 Allen. How many times did you and Mr. Jonas go to Plant 20 Allen, if you recall? 21 A. Oh, golly -- work? 22 Q. Yes, sir. 23 A. I worked there -- three years of working 24 together, golly. I can't count numbers, because they 25 send us to anywhere and everywhere to be passed around.	Page 257 1 Q. I got you. 2 A. Another time we worked on the boiler down 3 there. 4 Q. Okay. 5 A. Them boiler work down there and then. 6 Q. Was that one time? 7 A. How many times did we go to Allen to do them 8 boilers -- seemed like we might have done boiler work 9 there twice. 10 Q. Okay. 11 A. We done the majority of our boiler work or a 12 lot of it out at Lee Steam Station. We done a bunch of 13 work at Lee Steam Station and then we done a lot of 14 Buck -- 15 Q. Right. Okay. 16 A. -- and Cliffside. We done a lot at Cliffside. 17 Q. Okay. I want to try to focus on Allen. Do you 18 know who the supervisor was at Allen when y'all were 19 there? 20 A. I'm saying David Mitchell was still our 21 supervisor. 22 Q. Okay. And I apologize I didn't ask you a good 23 question. Do you know who the plant manger was? 24 A. Oh, I know who our manger was for that division 25 we worked in it was Tommie Williams.

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Page 258 1 Q. Got you -- 2 A. But their plant manger, I don't know. Eddie 3 Wilson was one of them. He was in HR and Eddie Wilson 4 was the HR man and I remember that because I know his 5 brother. 6 Q. Okay. 7 A. The plant manger himself, I couldn't answer 8 that. I don't remember that. 9 Q. Okay. And I apologize, I can't remember if I 10 asked you this but do you know the last time that you 11 would have been at Allen with Mr. Jonas? I mean would 12 it have been in the 90s? 13 A. I'm going to say early 90s. 14 Q. Okay. 15 A. Maybe early 90s I'm -- 16 Q. Do you remember -- 17 A. I could be wrong on that. I'm saying early 18 90s. 19 Q. Do you remember the dates that you did the 20 boiler work at Plant Allen? 21 A. No, sir. I don't. I can't be specific on 22 dates. I don't remember them. Now, I do remember Lee 23 Station because Hurricane Hugo came through in '89 and 24 we was down there working and I volunteered, I came up 25 here to Charlotte to help. You know they needed help to	Page 260 1 A. At Lee Steam Station I did. 2 Q. No, I'm just talking -- remember, I'm just 3 talking about Plant Allen. You worked on two out of the 4 four boilers at Allen? 5 A. I'm thinking that's right. That's probably a 6 good guesstimate. 7 Q. Okay. Now, was mister -- and was Mr. Jonas 8 there both times that you were there? 9 A. Yeah. He was on David Mitchell's crew. Ronnie 10 was there working with us on that. 11 Q. Okay. Now as far as those two boilers that you 12 worked on, do you -- where were they located? 13 A. What the boilers? 14 Q. Yes, sir. 15 A. Well, the boilers was inside the plant. I 16 mean, they started at the basement and went all the way 17 up to the very top then they had smoke stacks coming off 18 of them -- exhaust stacks. It was inside the whole 19 plant. It was a big unit, you know, big system. 20 Q. Okay. I guess I didn't ask a good question. 21 They were in the power house or the boiler room? 22 A. They were inside the plant, the power house. 23 Q. Okay. And was that inside or outside? 24 A. That was inside. 25 Q. Okay. Okay. And they were both -- were they
Page 259 1 get the power restored. 2 Q. Right. 3 A. And that was September of '89 -- Hugo, that's 4 the reason I remember that because of Hurricane Hugo. 5 Q. I remember that because my daughter was born 6 about that time. She was a baby 1989. 7 A. Yep. 8 Q. Now, did you work on -- do you know how many 9 boilers there were at Oconee [sic]. I think you had 10 said there were four -- not at Oconee but Plant Allen. 11 You said there were four? 12 A. I'm saying there was around four, you know -- 13 seemed like there was four in there. There might have 14 been -- I'm thinking four. It might have been five, but 15 I'm thinking four, while I can remember. 16 Q. Now, when you did boiler work did you work on 17 one boiler at each time? 18 A. Yeah. That's all you could do, you know. They 19 just bring that one unit down and you work on that 20 boiler and you worked on it until you got it done, and 21 then they put it back in operation and then, I don't 22 know, several years later they might bring another one 23 down to be worked on. 24 Q. Right. Right. So you worked on two out of the 25 four?	Page 261 1 both water tubes -- what were the tubes? 2 A. The water wall tubes -- the water went through 3 -- kind of like the tubes in your radiator or in truck 4 or car. Well, these had tubes in 'em like that and the 5 cold. The polarized cold was blowing inside it and it 6 made super saturated heat and heated those tubes and 7 heated up and stain and went up to the drums up above it 8 and they got pressurized real, real -- I mean, I'm 9 talking act 4 PSI. That dry stain went over to the 10 turbine. 11 Q. Okay. I guess my question as on the two 12 boilers that y'all worked on were they both water tube 13 boilers? 14 A. Oh, yeah, they had to be. 15 Q. And they were coal fired? 16 A. Yeah. Coal fired. 17 Q. Do you recall if they had manholes? 18 A. Well, different parts of the boiler did. They 19 had them big ole' cast iron doors and they was usually 20 don't know why they were up there. At the higher part 21 of the door, they were inspection doors, you know, they 22 could open them up and look inside, you know. 23 Inspection thing and when the boiler run it, of course, 24 they had to keep it closed. 25 Q. Right.

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Page 262 1 A. They were made -- they were made out of cast 2 iron. You know, that's the ones I was telling that man 3 earlier. I remember they had that big asbestos gasket 4 stuff when they closed that door they sealed it off like 5 on a door. More like an old stove. Like an old-timey 6 wood stove. Like on -- like a wood stove -- a big wood 7 stove. You know, they would have that gasket around it. 8 Q. Right. 9 A. And keep you might as well say that door puts 10 you in the mind of a big wood stove door, except it was 11 on a larger scale. 12 Q. Well, on the job with those two boilers at 13 Plant Allen, did y'all have to remove the gaskets around 14 the door or not? 15 A. No. Because we had to open them things up -- 16 open them up and sometimes them gaskets would just be 17 stuck and they'd pull those and they'd fall off 18 themselves. 19 Q. But I was trying to specifically ask you or 20 direct you to the time that y'all worked on the two 21 boilers at Plant Allen. Did you have to do work that 22 required you opening up those doors? 23 A. Oh yeah. Yeah, we had to open them up and go 24 inside there and we used that as an access point at one 25 time.	Page 264 1 A. No, sir. I do not. 2 Q. Okay. Do you have any information about the 3 model or serial numbers of those two boilers? 4 A. No, sir. I do not. 5 Q. Do you know how many drums they would have had? 6 A. How many drums? 7 Q. Yes, sir. 8 A. I know at Catawba they had one on each side, so 9 that was two and some of them boilers had them at the 10 bottom and some of them had four. 11 Q. And this is at Plant Allen? 12 A. No, I thinking about Buck Station. We didn't 13 work on them drums -- I didn't work on the drum part at 14 Allen, so I don't know about that. I just done water 15 work on that job. 16 Q. Okay. 17 A. But I know Buck had a two inch pipe through it. 18 Q. Now did Mr. Jonas work on the two boilers at 19 Plant Allen? 20 MR. HUMEN: Asked and answered. 21 THE WITNESS: Yeah. He was on our crew 22 then. 23 Q. (BY MR. TRAYLOR) Bear with me, I'm -- so tell 24 me what y'all did at on for each of the two boilers. I 25 know you've talked about boilers in general but I'm
Page 263 1 Q. All right. Do you recall whether the gaskets 2 just fell off? 3 A. Not every time but I remember sometimes they 4 would. 5 Q. But do you remember the two times y'all were at 6 Plant Allen did they just fall off or do you recall? 7 A. I don't recall. I don't recall. 8 Q. Okay -- 9 A. I -- I do know one time down at Lee Steam 10 Station them gaskets fell off when we opened it up. 11 They say they probably did because them things get so 12 hot so hot sometimes that gasket gets -- will stick to 13 some of the surfaces. Kind of like the weatherstripping 14 of your car door. You know, sometime when they get 15 older, when they been open a long time sometime the 16 weather stripping might stick to your door and come 17 loosen. 18 Q. Right? Okay. I might ask you about that 19 later. As far as those two boilers y'all worked on at 20 Allen, do you know the dates that they were originally 21 installed? 22 A. No. I do not. 23 Q. Do you have any information about the 24 maintenance history? In other words, how many times 25 they had been repaired or worked on in the past?	Page 265 1 trying to ask you about Plant Allen. 2 What work did y'all do on the two boilers 3 at Plant Allen? 4 A. Mostly we replaced water ball tubes in them. 5 When they were out. 6 Q. So you replaced the tubes? 7 A. Yes, sir. 8 Q. Okay. Now, let me ask you a little more 9 specifically. Did you have to remove any -- did you 10 have to remove the metal casing? 11 A. Oh, yeah. You have to do it every time. How 12 else would you get in there to do the work? You got to 13 take that skin off to get in it to start out. 14 Q. Okay. Now, do you -- how long would it take it 15 take at that two jobs at Plant Allen -- how long did it 16 take to remove the insulation that was behind the 17 casing? 18 A. Well, it depends on how big an area -- I can't 19 put a certain time on it. Golly, sometime it would take 20 golly, sometime we'd spend a whole day cutting them 21 skins off. 22 Q. Right. Right. 23 A. I can't put a time frame on it. It took a good 24 while, I mean, you would just go over there and remove 25 it in an hour.

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Page 266 1 Q. I mean, would it take a day or two to remove 2 the insulation or less? 3 A. It'd take a good part of the day to cut them 4 skins off. Sometimes it would take, maybe two days to 5 get all that stuff taken off. It wasn't no quick thing 6 I mean. 7 Q. Okay. And would you -- you would just set it 8 was aside -- the insulation? 9 A. Well, they usually had grating out there you 10 was standing on. If you was up high they had metal 11 grating and they just take that insulation and they lay 12 it on that grating. They had people coming back behind 13 them they bag them up in these big ole' bags and haul it 14 off and dispose of it. 15 Q. All right. Do you know -- do you know whether 16 that material was something like mineral wool? 17 A. No. Not that old stuff it wasn't, it was just 18 ole' crumbly -- looking. 19 Q. It was crumbling -- but do you know what it was 20 made of? 21 A. Yeah. It was probably pure asbestos. 22 Q. Okay. But did you have it tested? 23 A. I didn't and they didn't and they didn't tell 24 us about it, if that did -- later on -- later on they 25 start using that ceramic rock wool they called it.	Page 268 1 ole' stuff in that bag and they'd mix it up and it had 2 Johns Manville on it, whatever it was. I don't know 3 what insulating mud and stuff. 4 Q. And I understand that but my question is: Do 5 you know the brand of the insulation that was removed 6 from the two boilers that were worked on at Plant Allen? 7 A. No, sir. I can't be sure of that. I do 8 remember seeing Johns Manville. 9 Q. Right. Did you -- 10 A. I remember seeing this stuff that had picture 11 of an old Indian head on it, but I don't know what brand 12 it was. 13 Q. Do you recall, at the two jobs -- on the two 14 boilers at Plant Allen, did your crew wear a mask or a 15 respirator either time? 16 A. No, sir. We did not. I know that for a fact. 17 Q. Okay. And did y'all remove the insulation or 18 did another crew remove the insulation? 19 A. I'm -- well, when we took down the skins off 20 there the insulation was behind it and we pulled them 21 skins off and there it was, you know. Sometimes we'd 22 tear a part of it out and people come up there to help 23 us, just different ones -- it got gone and they took it 24 and hauled it off, disposed of it, I don't know what 25 they done with it. But I know we was breathing that
Page 267 1 Q. Right. 2 A. But the old stuff we took off it was just that 3 old crumbly ole' asbestos stuff. 4 Q. Okay. But I -- now on these two boilers at 5 Plant Allen you removed asbestos? 6 A. Well, I'm saying it was asbestos. It wasn't 7 that rock wool. It was a -- I'm saying it was asbestos. 8 Q. Right. But did you have any sign or anything 9 like that that indicated it was asbestos? 10 A. No. No. 11 Q. At that time did anybody test it to see if it 12 was asbestos? 13 MR. HUMEN: Asked and answer. 14 THE WITNESS: No. They just told -- they 15 just wanted the work done. They said go in there and 16 take it off and get it out of the way -- 17 Q. (BY MR. TRAYLOR) All right. Do you know the 18 brand of that insulation that was removed? 19 A. I do remember -- I do remember seeing the name 20 Johns Manville [sic]. 21 Q. And you think Johns Manville was the brand on 22 that insulation that was behind the metal casing of the 23 skin on those two boilers at Allen? 24 A. I can't be a hundred percent sure but I know 25 they -- some of them jobs I was on, they'd bring that	Page 269 1 stuff and they never told us what was in it or nothing. 2 We didn't know for years it was asbestos until it was 3 too late. It is what it is. 4 Q. Okay. And during the work that was done on the 5 two boilers at Plant Allen, how far apart, in other 6 words, how many -- was it one year and then the next or 7 do you recall that you did the two boilers -- the boiler 8 work on those two boilers at Plant Allen? 9 A. Oh gosh, I'm saying it was a year or two apart. 10 They wasn't just -- the one at Lee was just back to 11 back. I do remember that we was doing that work back to 12 back and then they had another crew that come in up 13 there at Allen that done some of that work. We just 14 went up there a time or two and helped them. We stayed 15 at Lee and Bucks Steam Station and Plant Marshal, we 16 done a lot of work there. 17 Q. Right? 18 A. I'm trying to -- I'm trying to answer as best 19 as I can. 20 Q. And I appreciate that and I understand. You 21 are doing a great job and I understand and -- 22 A. You know I can't remember exact times and dates 23 we just done so much -- 24 Q. I understand. 25 A. I just know we was there and we did do it.

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Page 270 1 Q. I got. And was new insulation put back then? 2 A. Yes sir. They came back with new stuff. Now 3 what it was made out of I can't say. Seemed like it was 4 cerawool was one of them. C-e-r-a-w-o-o-l. 5 Q. And who put that in? Did another crew do that? 6 A. Yeah. They brought the Duke insulation people. 7 Duke had their own insulators they come and put that 8 stuff up. 9 Q. Got you. And it is your understanding that 10 that was not asbestos? I mean, does that -- 11 A. Well, that's what we were told there, we were 12 told it was some kind of ceramic wool. 13 Q. I got you. 14 A. But it might be -- golly, it might be worse on 15 you than asbestos is. 16 Q. Okay. But you don't know that one way or the 17 other though do you? 18 A. No. I don't know, but they might found out 20 19 years down there it might be worse than asbestos. I 20 mean, who knows. 21 Q. Okay. Other than opening up the doors on the 22 boilers, the two boilers those two separate times and 23 removing the insulation and replacing the tubes, did you 24 do any other -- well, no. Let me ask you about the 25 doors. All right. Let me ask you about the doors. Are	Page 272 1 cut a big square out and used that as the access to get 2 in there and once we got in there we went in there and 3 sometimes it was up at top we'd go through them 4 inspections doors, if they was big enough and go through 5 one of them. 6 Q. I'm just trying to understand during the two 7 different times that you worked on the two different 8 boilers, how would you have come into contact with the 9 gaskets or the rope around the doors? 10 A. Well, when you opened it up there it is, I 11 mean, that's just like opening this car door there's 12 that weatherstripping. That's what the gasket was on 13 that door when you opened it there's that gasket, it's 14 right there. Sometimes it be real -- sometimes it just 15 fall off or they would be stuck to the one side of the 16 door opening and you'd just pull it loose and sometimes 17 they'd just fall off. 18 Q. Right. Okay. Did Mr. Jonas ever have to 19 scrape or remove any gasket material associated with the 20 boilers, those two boilers at Plant Allen? 21 A. Did he have to do what now? 22 Q. Did Mr. Jonas ever have to scrape or remove any 23 of those -- that gasket material from the two boilers at 24 Plant Allen? 25 A. I can't answer that. I never did see him do it
Page 271 1 you saying there's one door on each boiler? 2 A. No. Them inspection doors they might have two 3 on one side. There is four sides to that boiler, so 4 they might have two doors. They might have -- they have 5 at least four on those two on each side on that level. 6 Q. Okay. 7 A. Some of them was big, some of them was little 8 small ones and they would just open it up and they 9 looked down there and inspect the inside the boiler to 10 see if anything was, you know, not right. They called 11 them inspection boilers. 12 Q. Right. Well, let me make sure I'm clear. How 13 did you -- and did you actually go inside the boiler 14 yourself? 15 A. Yeah. I did. 16 Q. And did Mr. Jonas go inside? 17 ALL DEFENDANTS: Asked and answer. 18 THE WITNESS: Yeah. We was inside and 19 outside. We had to go inside and weld them things back 20 together. 21 Q. (BY MR. TRAYLOR) Okay. And how did y'all get 22 in? 23 MR. HUMEN: Asked and answered. 24 THE WITNESS: Like I told that guy earlier, 25 we had to cut a door -- one time down at the bottom we	Page 273 1 or -- not to say he didn't but I didn't know it was 2 there so he could have come in contact with that very, 3 very easily. 4 Q. Okay. But you're not sure? 5 A. Well, yeah I'm sure he was around it because we 6 opened it 'em up, but I'm saying I didn't see him tear 7 it loose or scrape on it -- 8 Q. Right. 9 A. He may have when I wasn't there but I didn't 10 see him do it. 11 Q. Okay. And did you see him or who had to 12 replace those gaskets? 13 A. I'm saying some of their plant maintenance 14 people was there all the time probably come back and put 15 the gaskets back on. We didn't do it. 16 Q. Okay. That's what I was trying to find out. 17 Any other ways during the boiler work at Plant Allen on 18 those boilers that you believe Mr. Jonas may have come 19 into contact with asbestos, other than removing the 20 pressure and the gaskets around the doors? 21 A. Yeah. Any time you come through the front door 22 and them little nasty coal fires you're exposed to it 23 because it's everywhere, been laying there for years. 24 Q. But, I mean, what do you mean it's everywhere? 25 That's what I'm trying to find out.

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Page 274 1 A. Well, them plants have been back in the 50s and 2 60's and they come in there and worked on them things 3 all them years and they took air hoses and blew all that 4 stuff off and I said it might be laying up on window 5 sills, I-beams and table trays, you know. You can't get 6 all that stuff out of the building. 7 Some of them old timers -- golly anytime 8 you come in the front door one of these places you're 9 being exposed to them. 10 Q. Okay. And I appreciate what you're saying. 11 I'm just trying to focus specifically on the boiler, the 12 two boilers that y'all worked on, on Plant Allen? 13 A. Well, them old skins on all them old boilers, 14 all of them -- Allen, Marshall, Allen all of them the 15 old boilers, the old skins we took off they had asbestos 16 insulation behind them. 17 Q. And I understand that's to note -- but I 18 appreciate what you're saying so that's a way you 19 believe Mr. Jonas may have been exposed as a result of 20 working on the two boilers at Plant Allen? 21 A. Yes, sir. I do. Not only him but everyone on 22 our crew because we took them off. 23 Q. I understand. 24 A. Me being one of them I'll tell you that. 25 Q. And I understand. That's one way and you're	Page 276 1 70s? 2 A. I'd say probably still asbestos. 3 Q. Okay. But do you know that for a fact? 4 A. No, sir. I don't know for a fact. I can't 5 swear to it. 6 Q. Did y'all -- were you involved, when you did 7 the work at Plant Allen on those two boilers, was there 8 any old refractory material that y'all had to work with? 9 A. Well, it was in there. But that refractory was 10 in there but I can't remember specifically working on 11 that. 12 Q. Right. But do you have any knowledge -- 13 personal knowledge about the composition of any of the 14 old refractory material that was in the two boilers that 15 y'all worked on at Plant Allen? 16 A. I don't -- I can't recall that right off the 17 top of my head. 18 Q. Okay. And was any new refractory material put 19 in while y'all were there? 20 A. Yeah, but we didn't do it. They sent another 21 company in there. I'm just trying to think and I might 22 be wrong but seemed like I remember a company called 23 Flame, f-l-a-m-e. 24 Q. Right. But y'all didn't -- did y'all do that 25 refractory work or did Flame do it?
Page 275 1 saying you believe that he may have had asbestos 2 exposure from the gaskets around the doors? 3 A. Well, it was very well possible. Yes, sir. 4 Q. And I'm asking is there any other way 5 associated with the work on the boiler, those two 6 boilers that you believe he have may have had asbestos 7 exposure -- just the boilers, I'm not talking about 8 anything else? 9 A. No. But I just know that we was taking them 10 skins off of it but that was very, very, very, very high 11 possibility of being exposed to a lot of it, because it 12 was a bunch of it back there and we was taking them and 13 cutting it and that oxygen would be blowing that flame 14 and that stuff would be all blowing out in front of it 15 and it would be all in the air. So you couldn't help 16 but not being exposed to it. 17 Q. Do you believe those boilers that were worked 18 on -- that you and he worked on were built in the 50s or 19 the 60s? 20 A. Well, it depends on what plant it was. 21 Q. Okay. I'm talking about Plant Allen. 22 A. Plant Allen. I'd say Allen was probably 60s or 23 70s model. 24 Q. Okay. Do you have any kind of idea what kind 25 of insulation was used in boilers behind the skin in the	Page 277 1 A. They done it. 2 Q. I mean, were you around when they did it or 3 were you gone? 4 A. Yep, yeah. We was around when they done it. 5 We didn't help them or nothing but we was around when 6 they was working on it. 7 Q. And do you know whether the material that the 8 Flame workers used, do you have any idea of whether -- 9 what it was made of? 10 A. No. I don't. Like I said, I didn't handle 11 none of their material or nothing. 12 Q. All right. I think I'm about through. Let 13 me -- 14 Now you talked about Mr. Jonas -- is your 15 understanding that he may have worked at Belews Creek? 16 A. Yeah. I'm pretty sure he did because they sent 17 all our welders up there. 18 Q. Right. 19 A. Galen, Wilson, Randy Flynn and all them went. 20 Q. Okay. Got you. But you didn't go; did you? 21 A. No, sir. I didn't go. 22 Q. And what -- do you remember the year that was? 23 A. No, sir. I do not. 24 Q. Was it in the 90s? 25 A. I'm saying, yes, it was.

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Page 278 1 Q. Okay. Now, you've testified -- 2 A. I think it was. 3 Q. You've testified, I believe, that you all had 4 the training, asbestos training some -- when you were at 5 Lee sometime around '89 or so. After -- 6 A. I -- 7 Q. Right? 8 A. That sounds pretty close. 9 Q. Okay. After y'all had that training did you 10 and Mr. Jonas wear a respirator or a mask when you did 11 boiler work? 12 A. No. We never did. 13 Q. So you're saying that you and Mr. Jonas did 14 work on boilers after 1990 and you didn't ask for a 15 respirator? 16 A. No. We never did wear them and I don't know if 17 we were asked. 18 Q. Did Duke require you to wear a respirator after 19 1989 or 1990 when you did boiler work? 20 A. No. Not unless they come up and said they 21 definitely knew asbestos was in there then they'd make 22 us wear a mask. I mean, it didn't matter where you was 23 working at. But you know, prior to that we never did 24 wear them respirators or nothing. Like I told that guy 25 earlier, we took and tied a bandana around.	Page 280 1 A. I can hear you Ashley. Okay. Sure. 2 Q. I'm going back when you started at Catawba. 3 When you started there in 1977, Mr. Fincher, did Duke do 4 your safety training? 5 A. Well -- Yeah. What little bit they started out 6 doing yeah. Duke done it. They had a safe dependent 7 and mostly our crew would have a -- we'd have a, 8 sometime at first starting out we would have like a 9 morning safe meeting, maybe 10 minutes everybody get 10 together and we'd go over our jobs and they'd say, "all 11 right, just go to work. Everybody be safe." One of 12 those kind of deals. 13 Q. And then it was also Duke back when you were at 14 Catawba that gave you the tools that you were going to 15 use and told you what materials to use; right? 16 A. Yes, ma'am. 17 Q. And it was your Duke supervisor who told you 18 where to go and what to do; is that right? 19 A. Yes, ma'am. 20 Q. And was it Duke that would test and inspect the 21 work that was done? 22 A. Yes, ma'am. They had their own inspectors and 23 all. Yes, ma'am. 24 Q. Did that ever change while you moved from 25 different Duke facilities?
Page 279 1 Q. Right. Well, I understand about before but my 2 question is after 1989 or 1990 did either you or Mr. 3 Jonas wear a mask or a respirator while y'all were doing 4 boiler work? 5 MR. HUMEN: Asked and answered. 6 THE WITNESS: No, not to my knowledge. No, 7 not to my knowledge. I can't remember wearing one. 8 MR. TRAYLOR: I appreciate your time. 9 Thank you very much. 10 THE WITNESS: Okay. 11 MR. HUMEN: All right. Let's go off the 12 record for a minute. 13 THE VIDEOGRAPHER: We are off the record at 14 3:27 p.m. 15 (Break taken from 3:27 p.m. to 3:37 p.m.) 16 THE VIDEOGRAPHER: All right. We are back 17 on at 3:37 p.m. 18 THE WITNESS: I'm just going to answer 19 these questions the best I can to the best of my memory 20 but I can't remember a lot of dates and stuff. I'm 21 going to try to do it to the best of my ability. 22 FURTHER EXAMINATION 23 BY MS. BRATHWAITE: 24 Q. Mr. Fincher can you hear me? My name is Ashley 25 Brathwaite and I'll try not to repeat anything.	Page 281 1 A. No. Duke always -- they had their own QA 2 department -- quality assurance and all and they done 3 all their own inspections everywhere I was ever working, 4 they done their own QA -- quality assurance, quality 5 control and all. 6 Q. So you -- is it fair to say, Mr. Fincher that 7 you relied on Duke for the safety standards and programs 8 that you needed to do your job? 9 A. Yes, ma'am. 10 Q. When you started back at Catawba back in '77 11 you mentioned, I think, that they were bringing the 12 turbine building out of the ground; do you remember 13 that? 14 A. Yes, ma'am. I do. 15 Q. Was it still an open site at the that point? 16 A. Repeat that -- an open what now? 17 Q. An open air site. Like, was there a roof on 18 the building you first started working on? 19 A. No. No. No. It was coming up out of the 20 ground. It wasn't nothing but a big mud hole and they 21 dug down and ran across and they took fire hoses and 22 washed that rock off. You could have ate off of it. It 23 was clean and then they started pouring down and putting 24 rebar and they started pouring the concrete and that 25 this and the is concrete that it is built on solid

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Page 282 1 ground that whole foundation. It was a work of art to 2 see what they done. I mean, on a big scale like that. 3 Q. And did y'all start with Unit 1 construction? 4 A. Yes, ma'am. There was two units there. They 5 started out with Unit 1 and then started on Unit 2 6 afterwards. 7 Q. Moving to 1978, was it still coming out of the 8 ground? As in, there was not a roof on the building 9 yet? 10 A. No, not yet. They were still starting -- they 11 were putting up the walls, pouring concrete and -- I 12 can't remember the exact year but they finally got 13 started putting the turbine building up and then they 14 finally got a roof on it, and I can't remember -- it was 15 just a long drawn out process and the reactor buildings 16 were all concrete, you know, they had to pour that dome 17 and everything and -- it took a while to do all that 18 before they got that enclosed. But the turbine 19 building, I'd say -- golly, a couple of years or better 20 before they had a roof over us. 21 Q. And were you working in the turbine building in 22 '77-1978-1979? 23 A. Pretty much. Yeah. We was putting that 24 embedded piping and floor drain and stuff like that. 25 You know, they had floor drains and all that. We put	Page 284 1 building but we was inside. The majority of it was 2 inside. Just the very early stages coming up out of the 3 ground. I know for a couple of years once they got that 4 mal up on the roof. After that it was all indoor -- 5 inside. 6 Q. What is the earliest recollection you have of 7 Duke bringing in contractors to do work on the 8 construction in Catawba? 9 A. I know they brought Fluor Daniel in there to do 10 some work and they brought Covil Insulators in there, 11 and they had pumps and then all the heating -- HVAC, 12 heating ventilation and air conditioning working in the 13 plant and that was (inaudible) contractors and that is 14 basically -- that's basically all I can remember of the 15 contractors. They brought in when I was in there. 16 Q. How could you tell if somebody was a Duke 17 employee at Catawba or a contractor? 18 A. Because of the hard hats we wore. They had -- 19 we had our own hard hats, you know. Everybody had 20 number on their hard hat. I mean, later on we had, 21 like, a security badge we had to wear. 22 Q. When you first got to Catawba were there 23 already Covil insulators or they weren't there yet? 24 A. They wasn't there yet. 25 Q. When was the first time you remember seeing a
Page 283 1 embedded piping in the walls. It's hard to remember all 2 that. 3 Q. And then do you have an estimate on when you 4 started working on Unit 2 or did you work on that 5 construction? 6 A. Yeah. I worked on both units but I don't 7 remember the exact year. It -- 8 Q. Did it take -- go ahead. 9 A. It was several years later after they got Unit 10 1 started up, and I can't remember them dates. After 11 they got Unit 1 going pretty good they sent us over to 12 Unit 2 to start on it, but they were still working on 13 Unit 1. We were just kind of back and forth, working on 14 them units. Sometimes we worked outside. We went out 15 to the intake and worked on that pipe out there. The 16 intake was outside. They called that CCW, kind of, like 17 condense and cooling water and we worked on that, so we 18 were just all over the place. I mean, that is the best 19 way I can put it to you. 20 Q. Are you able to say in the time that you were 21 at Catawba what percentage of your time was spent 22 working either outside or in a building that didn't have 23 a roof yet? 24 A. Well, the majority of the time it was inside of 25 the roof. Because once they got the mal up on the	Page 285 1 Covil insulator at Catawba? 2 A. Golly, that was pretty much '82 or '83 after we 3 started getting all that pipe in. Cause, you know '84 4 we went to Oconee to the Southern Division, so they had 5 a lot of that pipe and stuff up. I'm going to say 6 '82-83 -- maybe '81, 82, 83. They started coming in 7 there insulating all that stuff after we got it up. 8 They started putting insulation on it. I'm going to 9 say, pretty well to my knowledge, I'd say '81 to '83 10 maybe, and it could be, it could be a little earlier 11 than that but I know they were there a lot. They got 12 all -- they put all the pipe insulation up and all them 13 systems they insulated all of it. I do remember that. 14 Q. And was Duke doing the insulation before that? 15 A. No. Not during construction. I don't 16 remember -- I just remember Covil coming in doing all 17 that. They did have their own insulators because there 18 was so much of it. You know, that Covil done the 19 majority of it, they probably had Duke doing some of it, 20 but the vast majority of it Covil done it. 21 Q. And what makes you say that Covil did the 22 majority of the insulation? What's that based on? 23 A. Well, there was just so much of it to be done 24 and Duke didn't have but just a little -- they didn't 25 have enough people. They had just a small crew of

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Page 286 1 insulators and ain't no way they could have kept up with 2 it. So they brought Covil in. You know, it was a big 3 outfit and they turned all the insulation over to them. 4 And they installed it all. 5 Q. And when you saw Covil workers there, they were 6 only doing insulation; is that right? They weren't pipe 7 fitting or welding? 8 A. No. They just -- strictly insulation that is 9 all they did. 10 Q. And to explain it to a jury -- a pipe fitter 11 and a welder have to do their job before something could 12 be insulated; right? 13 A. Yeah. Yeah. Yeah. You got to have the pipe 14 put -- you got to put it up and weld it up, put it in 15 position, get the hangers on it, and the QA people had 16 to come and in and they had to inspect all the welds and 17 inspect everything and they said, okay, they okay' d it 18 and they come in and put the insulation on it. But you 19 couldn't put the insulation on it if they had welds to 20 look at and inspect it. So they had to wait until the 21 system was turned over to them and signed off and then 22 they would come in and do their job. 23 Q. I think you mentioned earlier that the steam 24 pipes were put in towards the end of the construction 25 project at Catawba; is that right?	Page 288 1 the insulation from -- it came from somewhere, you know, 2 because they definitely brought it in there and put it 3 on. 4 Q. And before we left from one of the breaks, Mr. 5 Fincher it looked like you had some papers in your lap? 6 Do you have notes to help you prepare for this 7 deposition? 8 A. No, I didn't I didn't have no notes that I 9 remember of. 10 Q. Did you do anything to get ready for this 11 deposition other than talk to your lawyer? 12 A. No ma'am. I just got up and got dressed this 13 morning. 14 Q. As you sit here today, can you recall any 15 specific instances of when you saw with your own eyes 16 Mr. Jonas working within 10 feet of a Covil insulator? 17 A. No. But I'm sure we had to because they were 18 all over the place putting insulation up. I can't 19 recall a specific date or time, but yeah, we was all 20 around them. You know, they were doing that insulation 21 work everywhere. We had to work around it, it wasn't no 22 alternative to it. 23 MS. BRATHWAITE: Mr. Fincher, thank for 24 your time. I'll reserve the rest of my questions if you 25 become a witness at trial.
Page 287 1 A. No. Not always, I mean, they done it all as 2 they were going. I mean, they were putting it in during 3 construction. They were running all them systems. I 4 mean, they wasn't just running just main steam. I mean, 5 they was running nuclear service water, component 6 cooling systems. I mean, they were doing it all at the 7 same time. 8 Q. Do you know if any of the insulation that was 9 used at Catawba had asbestos in it? 10 A. I can't swear to it but I can't say it did or 11 didn't. But I know they brought a bunch of that 12 insulation -- they said some of it came from Oconee, 13 some of it came from McGuire -- of the stuff they had 14 left over. I mean, that's what I was told. I can't 15 swear to that but I was told though. They brought in 16 truck -- I mean, they brought in truckloads of 17 insulation. 18 Q. And who told you that insulation may have been 19 brought that was left over from other projects? 20 A. I can't remember who told me. I just heard 21 that they were going down to Oconee and McGuire; they 22 had insulation left over, I guess from construction. 23 They had it in the warehouse. I heard some of it came 24 from there. You know I can't swear to that. I was just 25 told that and I can't remember who told me, but they got	Page 289 1 THE WITNESS: Okay. 2 FURTHER EXAMINATION 3 BY MR. FRICK: 4 Q. Mr. Fincher can you hear me okay? 5 A. Yeah. Who am I speaking with. 6 Q. Sure. My name is Scott Frick. I'm just over 7 in Greenville. 8 A. Oh, you're not far away. 9 Q. I'm not far away that's right. I want to ask 10 you some questions about your earlier time that you 11 thought you saw Fluor Daniel performing work at Catawba. 12 Okay? 13 A. Okay. 14 Q. I thought I heard you say earlier your remember 15 Fluor Daniel workers hanging pipe. Did I hear that 16 correctly? 17 A. Yeah. Yeah they sent them there to help put 18 some of that big heavy pipes and stuff up and they were 19 there for a while and then they got ran off -- I don't 20 know why but they got rid of them and they moved them 21 out. But I can't answer that. I don't know why -- 22 Q. Okay. 23 A. They came in and worked with us for a good 24 while. 25 Q. Okay. When is the first time that you remember

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Page 290 1 seeing any Fluor Daniel workers at Catawba, if you can 2 give me a year? 3 A. No, I can't remember that, sir. No, I just 4 can't. 5 Q. Can you give me a rough timeframe? 6 A. I think. 1980 maybe '81. 7 Q. And when is the last time you saw any Fluor 8 Daniel workers at Catawba? 9 A. Let me think back. I'd say probably '80 or 10 '81. I remember they came in and they helped us and -- 11 Q. Okay. 12 A. They didn't stay for a real long time but I 13 remember they were there. 14 Q. Okay. 15 A. I just can't -- I can't remember that. 16 Q. All right. I would like you to tell me exactly 17 what you remember seeing Fluor Daniel workers do in 1980 18 or 1981 when they were at the Catawba facility? 19 A. Rephrase that question for me or repeat it. 20 Q. Sure. I'd like you to explain to me exactly 21 what you saw the Fluor Daniel workers doing in 1980 or 22 1981 at the Catawba facility? 23 A. Oh. I think they were helping to hang that big 24 (inaudible) steam pipe and I remember they put these big 25 'ole steel cables on it and hung it and got it -- hung	Page 292 1 piping that they or did that pipe that they installed 2 did that come in prefabbed in big pieces? 3 A. Yeah. They got their own fab shop and they 4 fabbed a lot of that pipe up and they came from the fab 5 shop and some of it could've been done also, but most of 6 it was done onsite at their fab shop facility. 7 Q. Okay. Here's what I'm trying to get at is: 8 Did you see any of the Fluor Daniel workers putting any 9 sections of fab together or was their job to take that 10 big piece of pipe and get it into place? 11 A. They just got it into place and we come back 12 and done the rest. 13 Q. Okay. 14 A. To the best of my ability and knowledge to 15 remember, you know, they just done the boiler work 16 hanged, got it off the ground. 17 Q. Okay. At Catawba did you see the Fluor Daniel 18 workers performing any other work other than putting up 19 that big pipe in the place? 20 A. No. I didn't. And actually, they actually -- 21 they done most of that, they must have been doing most 22 of that on night shift because we had come in the next 23 morning and they would have most of that stuff hung up 24 in the air. 25 Q. Okay. So you did not actually see them hanging
Page 291 1 it off the ground and got it off the ground and hung the 2 main steam parts and that's about all I remember seeing 3 them do -- that big ole' heavy stuff. 4 Q. Do you know where in the Catawba plant they 5 helped hang the big steel pipe? 6 A. Yeah. That was the turbine building -- well, 7 some of them was the auxiliary bu idling too but the 8 majority of them was in the turbine building. 9 Q. Can you describe for me the process of hanging 10 that big steel pipe? 11 A. Yeah. They go up there and put (inaudible) up 12 and hang chain balls and stuff. They picked it up and 13 then they'd put them big wire temporary hangers made out 14 of that steel cable and hang it and then later on the 15 hanger crews would come in there and build their 16 permanent hangers and put it on it. I can remember -- 17 that Fluor Daniels they weren't there for a real long 18 time. 19 Q. Okay. 20 A. I'm almost certain that was Catawba. They -- 21 they sent them up there to McGuire to help one time too. 22 They got run off or something. 23 Q. Okay. 24 A. Something happened to them -- I don't know. 25 Q. All right. Let me stick with Catawba. Did the	Page 293 1 that pipe up there. You just know that they did it 2 after you returned to work on your next shift; is that 3 fair? 4 A. That is correct. 5 Q. Okay. So you recall the Fluor Daniel workers 6 doing the night shift on that job? 7 A. Well, I ain't saying it was. I just wasn't 8 around the whole time they were doing it, you know, and 9 that's been so far back. I didn't work directly around 10 them. I didn't. 11 Q. Okay. Did you see the Fluor Daniel workers 12 doing anything, any work that you believed involved 13 asbestos-containing materials? 14 A. No. I did not. 15 Q. Okay. And you did not see Mr. Jonas working 16 around any of these Fluor Daniel employees doing their 17 work that you just described for me; did you? 18 A. I did not. 19 Q. Okay. Are you able to offer any testimony that 20 Fluor Daniels did anything to expose Mr. Jonas to 21 asbestos at the Catawba facility? 22 A. No. I can't say that. I don't think so. 23 Q. Okay. Now, you also, just a few moments ago, 24 you mentioned that you thought Fluor Daniel performed 25 work at McGuire. Did I hear that correctly?

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Page 294 1 A. Yeah. They was at McGuire too and I'm just 2 trying to get these dates in my head. That was before I 3 came there. They were up there working too and my 4 father was living then and he was working up there and 5 they sent that Fluor Daniel up there to help, help them, 6 do some stuff, you know. 7 Q. Okay. Let me ask this, I want to make sure I 8 understand what you're saying. Were you at the McGuire 9 facility at the same time as any Fluor Daniel crews? 10 A. No. I was over there from '74 to '70- -- I went 11 to work when I got out of high school in 1974 and I 12 worked there till '75 and then the economy got bad and 13 they had to downsize and I got laid off. I didn't come 14 back to Catawba until '77 and if they were there it was 15 prior to me being there. 16 Q. All right. So you have no testimony to offer 17 that mister -- well, let me ask this question first: 18 This was before you knew Mr. Jonas; correct? 19 A. Yes, sir. 20 Q. Okay. So you have no testimony to offer that 21 Mr. Jonas worked at McGuire with any Fluor Daniel crews, 22 did you? 23 A. Not to my knowledge. I don't think he did 24 because, you know, I didn't meet Ronnie until, like '77. 25 I started work in April, May and it was probably a	Page 296 1 A. I remember y'all asking me about it. It seemed 2 like they made -- I know they were valves, seemed like 3 they were Swing Check Valves, some of them. I remember 4 that name. We worked on 'em and installing them -- we 5 didn't work on them. We installed some of them. They 6 were new valves at that time. 7 Q. Okay. Installed them, and what plant was that 8 where you installed them? 9 A. (Inaudible). I'm saying, I know Catawba and 10 probably Oconee had some. I know Catawba had some. 11 Q. Okay. So Catawba is the only one you can say 12 for sure had some of the valves? 13 A. I can't swear to that but I'm thinking so. 14 Q. And this would have been, I guess, during the 15 construction of the Catawba plant? 16 A. I'm sorry, I missed that. 17 Q. You're installing -- you're installing the new 18 valves during the construction of the Catawba plant? 19 A. Yes, ma'am. 20 Q. Do you recall if these valves were welded or 21 threaded into the system? 22 A. I think those were welded in. 23 Q. Okay. Do you know about what time period this 24 was? 25 A. Catawba '70- -- '79 -- '79 to '80. Somewhere
Page 295 1 couple months after I was there, I would say June '77, a 2 month or two after I hired in, yeah. 3 MR. FRICK: Okay. Mr. Fincher those are 4 all the questions I have for you and I very much thank 5 you for your time. 6 MR. HUMEN: All right. Moving along. 7 Appreciate you bearing with us Mr. George. I know this 8 is long and tedious. I know you're doing your best, so 9 just keep bearing with us. Who's up next. 10 THE WITNESS: Well -- 11 MS. FLYNN: This is Stephanie Flynn. 12 MR. HUMEN: Go ahead Stephanie. 13 FURTHER EXAMINATION 14 BY MS. FLYNN: 15 Q. Okay. Mr. Fincher can you hear me okay? 16 A. Yep. 17 Q. My name is Stephanie Flynn and I'm going to be 18 brief, as brief as I can, but I'm going to talk about 19 the companies that you talked about a little bit earlier 20 during your deposition. When you were talking or being 21 asked about valves, do you recall the name and I think 22 you pronounced it Velan but I usually pronounce it Velan 23 but if I say Velan, do you know what I'm talking about? 24 A. I do. 25 Q. Okay. And do you recall that testimony?	Page 297 1 like that. 78, 79, 80 -- somewhere in that timeframe. 2 Q. And during that time did you ever witness Mr. 3 Jonas work on or install a new Velan valve? 4 A. No. I can't -- I don't no -- I can't honestly 5 say I actually witnessed him working on it or putting it 6 in or anything. I just know that they were there and we 7 put some of them in. 8 Q. Okay. And y'all never did anything like open 9 them up or remove them once they were installed? 10 A. No, ma'am. Not at that time. No, ma'am. 11 Q. Okay. And do you recall ever seeing Mr. Jonas 12 in the Catawba plant when somebody else may have opened 13 up a Velan valve? 14 A. No, ma'am. I didn't witness nothing like that. 15 Q. Okay. And do you know about what size these 16 valves were? 17 A. No, ma'am. I'm -- no, I can't -- we worked on 18 so many different sizes. No. I can't -- I just can't 19 remember, no. 20 Q. Do you know where in the Catawba plant they 21 were -- the valves were being installed? 22 A. We used them all over the place. I think most 23 of them was turbine building, basement, turbine 24 building -- 25 Q. And do you know what --

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Page 298 1 A. I'm saying turbine building -- I'm saying. 2 Q. And do you know what was going to be running 3 through them once they were up and operational? 4 A. No, ma'am. Not at that time I didn't. 5 Q. Okay. Do you know what specific system they 6 were associated with? 7 A. No, ma'am. I can't remember now. 8 Q. Okay. Let's see -- there was another name I 9 wanted to ask you about earlier in your deposition -- 10 you stated that the name Armstrong sounded familiar to 11 you. So I wanted to ask you what you recall as it 12 relates to the name Armstrong? 13 A. I can remember that name Armstrong, but I can't 14 remember what it relates to. I mean I wish I had a 15 photographic memory but I don't. That name just sounds 16 so familiar but I can't pinpoint it on. 17 Q. Okay. You were asked about the name in the 18 context of being asked about steam traps, so I wanted to 19 ask you if you associate them with steam traps or if you 20 associate them with some other types of equipment or you 21 are not sure sitting here today? 22 A. Say that again ma'am? I missed part of that. 23 Q. Okay. Earlier during your deposition you were 24 asked about the name when you were being asked about 25 steam traps, so my question was whether you associated	Page 300 1 A. They came off the bottom, the low points of the 2 system and they let the, like condensation or water -- 3 they relieved the condensation out the line when it 4 built up in there and it was -- now, my mind is getting 5 tired and I can't think. I'm trying to think. 6 Q. That's okay. It's fair to say that they're 7 designed to hold steam in the system and release excess 8 condensation? 9 A. Yeah. And how they done that I don't know 10 exactly how they done that. I never did work in taking 11 it apart but I just know we had to put it in -- install 12 it. 13 Q. Okay. You just recall -- the ones that you 14 assisted to install, were those just welded into the 15 system or threaded or how were they attached? 16 A. The ones we put in were welded in. 17 Q. And because they're releasing excess 18 condensates, would then -- there has to be a portion of 19 those that did not have insulation on them in order to 20 do that? 21 A. I think, from what I can remember, the ones we 22 put in at that time they didn't have no insulation on 23 them. They might have come back and put it on later but 24 at that time they didn't have none on them. 25 Q. Has anyone ever told you that a lot of the
Page 299 1 them with steam traps or some other type of equipment or 2 you're just really not really sure, you just know the 3 name? 4 A. I'm really not sure. I just know that name. 5 Q. Okay. 6 A. And I remember that name Armstrong but I can't 7 lay my hand on it. 8 Q. Okay. 9 A. I might dream about it tonight and remember it. 10 Q. I imagine you're going to be dreaming about a 11 lot of things tonight. 12 It seems a straight forward, simple 13 question, but obviously, if you cannot remember the name 14 I'm assuming that you can't tell me, sitting here today, 15 whether Mr. Jonas could have been exposed to asbestos 16 from any Armstrong equipment? 17 A. He could -- he very well could have but I 18 can't witness and say that I saw him around any of it. 19 Q. Okay. As it relates to steam traps generally, 20 do you remember the types of steam traps that you saw at 21 any of the plants where you worked? 22 A. No. I just know what they were designed to do. 23 I know what their function was but I can't remember the 24 names of them. 25 Q. And what was their function?	Page 301 1 steam traps don't function well if they are covered with 2 insulation? 3 MR. HUMEN: Object to form. 4 THE WITNESS: No, ma'am. I was never told 5 that. 6 Q. (BY MS. FLYNN) Okay. 7 A. I just can't remember none of them ever being 8 insulated. 9 MS. FLYNN: Okay. That's fair enough. 10 Sir, I believe those are all the questions I have. I 11 really appreciate your time today, you've been very 12 patient with all of us. 13 THE WITNESS: I'm trying. I'm trying. 14 FURTHER EXAMINATION 15 BY MR. CHERRY: 16 Q. I'm going to pop in if you have some juice left 17 Mr. Fincher? 18 A. All right. I'll give it a try. 19 Q. All right. Okay. I'll be pretty short, I 20 think. 21 The name Viking came up earlier and you 22 said that it sounded familiar? 23 A. Yeah. 24 Q. What product do you associate with Viking? 25 A. I can't remember that I just it just rings a

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Page 302 1 bell in the back of my head but I just remember seeing 2 that name. 3 Q. Okay. Well, if I were to say that it came up 4 in the context of discussing pumps do you -- not ring a 5 bell or do you think it was a different product, maybe? 6 And if you don't remember, that is a fine answer to 7 give. 8 A. I'm not going to answer that because it just 9 rings a bell in my head but I can't pinpoint what it 10 was. 11 Q. And that's fine, and in that case you can't say 12 what work site you remember it from? 13 A. No, sir. I cannot. 14 Q. Okay. And then I guess also that you cannot 15 say you saw Mr. Jonas work with or around a Viking 16 product? 17 A. I didn't see him. No, sir. I didn't. 18 MR. CHERRY: Okay. Well, I think that will 19 do it for me. I told you I'd be short. Thank you. 20 THE WITNESS: Well, thank you. 21 FURTHER EXAMINATION 22 BY MR. ROGERS: 23 Q. Mr. Fincher, can you hear me okay? 24 A. I can. 25 Q. Okay. My name is Andy Rogers. I have a few	Page 304 1 wasn't at Catawba, that was at Oconee. I was loaned out 2 to go help them and they got short handed. Yeah that 3 wasn't at Catawba that was Oconee. No, I didn't. No, 4 we didn't have to help the turbine people then. I don't 5 think Ronnie did either. 6 Q. Okay. Do you recall seeing the turbines at 7 Catawba get insulated? 8 A. Yeah -- well, no I didn't see them put it on 9 but I was up there when they took them apart and they 10 had them big ole blankets they put on that inner shell 11 they were insulated. They had them big ole big thick 12 blankets. I was explaining earlier that they had to 13 stitch together with wire to keep all that stuff 14 together and they had these little things with hooks on 15 them and they took stainless steel wire and stitched 16 because that thang was oval shaped, like that 17 (indicating) and they put it on and it kept sliding down 18 and just laid it on there and they put that outer shell 19 on it. Yeah, parts of it was insulated. 20 Q. Okay. Is that pretty much -- the kind of 21 insulation you just described, was that pretty much for 22 any time you've seen the turbine insulation, is that 23 pretty much what it looked like? 24 A. Yeah. Yeah. Pretty much. 25 Q. Okay. And I'll get to Oconee in a minute.
Page 303 1 questions to ask you today. If you need to take a 2 break, just let know. Do you hear me? I wanted to 3 first talk to you a little bit about turbines, which you 4 mentioned several times today. 5 A. Okay. 6 Q. And I'll -- well actually, well first of all, 7 let me -- when you were at the Catawba plant between 8 1987 and approximately 1985 and there were some turbines 9 there; correct? 10 A. Say that again? I missed part of that -- of 11 what year. 12 Q. I'm just talking about when you were at the 13 Catawba plant at the beginning of your career at Duke in 14 '85. Do you recall seeing turbines installed there? 15 A. Yeah. During the construction. Yeah, I 16 remember when they started putting all that stuff in 17 there. That was, it was started in '77 -- that must 18 have been around '80 or '81 when they started getting 19 that in that phase. 20 Q. Okay. 21 A. I remember when they was putting that equipment 22 in. 23 Q. Okay. And just to be clear it wasn't your job 24 and Mr. Jonas' job to work on turbines; is that right? 25 A. I remember one time I had to help and that	Page 305 1 Well, it sounds like -- did you ever see -- so you 2 didn't see the insulation get put in the turbines at 3 Catawba. Did you ever go back to Catawba for an outage 4 after you left? 5 A. Yes, I went back several times. 6 Q. Okay. Do you recall seeing the insulation get 7 removed at Catawba on the turbines? 8 A. I didn't see them take it off but I seen it 9 after they took it off they stacked it up and laid it 10 down on the turbine building. 11 Q. So you were at the plant doing something else 12 while that work was being done; right? 13 A. Correct. Yes, sir. 14 Q. And you cannot say where you and Mr. Jonas were 15 when they did that work; is that right? 16 A. No. I cannot recall that. 17 Q. You know how many outages you went to at 18 Catawba and helped out with? 19 A. What my whole career? 20 Q. Yeah. 21 A. Heck. I went there a bunch. I can't remember 22 exactly how many times. I never did count them. 23 Q. Okay. 24 A. I'll put it this way. I wore out several 25 vehicles in my career going up and down the road

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Page 306 1 supporting these outages. 2 Q. Okay. Do you know if on every outage that had 3 to remove the insulation from the turbines? 4 A. Well, they had to do it every time they tore 5 the turbine down. 6 Q. Right. But did they have to tear the turbine 7 down every time there was an outage? 8 A. Yeah. Basically, every time -- yeah, just 9 about every time. 10 Q. Do you have an idea of how frequently the 11 turbines had to be torn down -- each turbine had to be 12 torn down? 13 A. Well, they had the outage every -- once a year 14 and they teared [sic] it down every time they do it. So 15 yeah, it was a yearly thing. Basically a yearly event. 16 Q. So they'd tear one turbine down every, every 17 year? 18 A. Yeah. Depending on which unit it was. Oconee 19 had three units, so staggered three years. Like, they 20 do one this year, then unit 2, then unit 3 the following 21 year. Then they'd come back and start unit one again -- 22 bam, bam, bam. They tried to -- I don't know how they 23 do it now -- but back then they tried to bring them 24 units down once a year. They started getting this fuel 25 in now that would run longer so now they monitor it	Page 308 1 outage at Catawba, they sent us there. If they had one 2 at McGuire they sent us there. Then we went to a fossil 3 station -- it just depends, I mean, we was on a sport 4 crew, SSD -- System Station Support Division. So we 5 went all over the place. 6 Q. (BY MR. ROGERS) Okay. And is it fair to say 7 that while you were working on this systems support crew 8 it was never your job to work on turbines but they might 9 be worked on while you were there helping? 10 A. Yeah. Sometimes we'd have to go help them if 11 they got short handed. 12 Q. Okay. 13 A. I know I had to go do it several times. 14 Q. And just, kind of, trying to short circuit the 15 questions, is it fair to say that if the turbine 16 insulation was removed while you were helping with an 17 outage you wouldn't necessarily be in the area for that 18 kind of work; is that right? 19 A. I wouldn't think so. No, we didn't stand there 20 and watch them take the insulation off of it. They 21 would do it and when they get it all took off then we'd 22 come there and do our work. Get it done and then we'd 23 leave and they'd come back and put it back on, usually 24 that's how it would worked. 25 Q. Okay. And you can't tell me how long it would
Page 307 1 every two years but they went to that MOX fuel now and 2 it supposed to last longer. But I don't know that, 3 that's after I got out of it. They started doing all 4 that stuff, so I don't know what they do. I don't know 5 what their outage schedules are anymore. You know, I've 6 been retired three years, and I've been five years 7 probably out of working those outages or so (inaudible). 8 For a year -- four, I'd say four years now. I don't 9 keep up with them anyone to be honest with you. 10 Q. Okay. And the time when you would have been 11 helping out with an outage at Catawba, that would have 12 been 1985 and '86 when you were part of the crew with 13 Mr. Jonas? 14 A. Say that again. I'm not getting all of it. 15 Q. Okay. It sounds to me like once you -- in 1985 16 when you went to Oconee you began to be part of a crew 17 that went around for different outages? 18 A. Yes. 19 Q. Was Catawba one of the stations that you would 20 go to as part of that crew? 21 MR. HUMEN: Asked and answered. 22 THE WITNESS: Yeah. We went to all of them 23 depending on where they needed us. We was based out of 24 Oconee and we supported Oconee's outages and that's just 25 where they had us based out of, but if they had an	Page 309 1 take to remove insulation from a turbine and put it back 2 on; could you? 3 A. I could not. No, I can't say, I couldn't give 4 you a time. 5 Q. And is it fair to say you don't know what 6 materials they used to make the turbine insulation at 7 these various stations; is that correct? 8 A. Say that again? There was a truck coming down 9 the road and I couldn't hear you. 10 Q. I'm sorry. Is it fair to say you don't know 11 what kind of materials were used as far as whether they 12 were asbestos-containing or not on the turbine 13 insulation? 14 A. No. I do not know what it was made of. They 15 had, like, blankets that had this silver-looking stuff. 16 I don't know what you'd call it. It kind of puts you in 17 the mind of stuff you used to have on the ironing board, 18 like, your momma's ironing board that had that silver 19 stuff and whatever the insulating material was, was in 20 between it, you know. The insulators made that. They 21 had these big ole' industrial sewing machines and 22 they -- and I never did watch them making but they put 23 it together and make blankets out of it. 24 Q. Okay. And it is fair to say that with the 25 exception of Catawba, you don't know how times, if any,

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Page 310 1 of the insulation that was removed while you were there 2 for a turbine was original to that turbine, if that 3 makes sense? 4 A. No. I can't truly answer that because I don't 5 know. 6 Q. Okay. 7 A. That I don't know. 8 Q. You never -- you never looked at any drawings 9 for turbines or any specifications; is that right? 10 A. I didn't. Nope. 11 Q. Did you look at any contracts between turbine 12 manufacturers and Duke and -- 13 A. I didn't. Turbine work wasn't my expertise so 14 I wouldn't know what I was really looking at anyway when 15 it comes to those. 16 Q. Okay. And as far as when you went to Oconee 17 that -- in '85, that station -- it was already 18 operational; is that right? 19 A. Yeah. Oconee was. Yeah. Oconee was in 20 operation back in the 70s. Early 70s, I think -- '69 21 maybe. It might have went to work '69, '70. 22 Q. Okay. So the only Duke plant that you were -- 23 you didn't do construction on that was at Catawba; 24 right? 25 A. Yeah. Yeah. Brand new construction was	Page 312 1 with gas turbines? 2 A. No. We didn't. 3 Q. Okay. And those gas turbines there, they're, 4 located kind of in their own little buildings; right? 5 A. Yeah. They were outside the plant. They were 6 off to the -- they were off away from the plant. They 7 had their own little building. I know they were very 8 loud and when they cranked them up they were very loud. 9 I remember that. 10 Q. During that year was there any kind of work 11 going on while you were close by to the gas turbines? 12 A. We never had to go in there and work while they 13 had them cranked up, but I walked by there one time they 14 had it running and I know it was real loud and they had 15 the door open everybody that was working there had on 16 big ole' ear muffs, ear protection. 17 Q. I think you also mentioned you had, I think at, 18 maybe at Oconee -- well, I can't remember which station 19 you said, but you had to run some hydrogen lines through 20 a generator? 21 A. Yeah. That was at Lee -- that was at Lee Steam 22 Station they went -- we run them in to them gas turbines 23 that cooled the generator part of it. They used 24 hydrogen to cool it. Yeah, we run that at Lee Steam 25 Station. We run some hydrogen lines.
Page 311 1 Catawba. Yes, sir. 2 Q. The rest was just maintenance or repair? 3 A. Well, no I take that back when I went to work 4 at McGuire that one year I worked that was still in the 5 construction stages but I only worked there right at a 6 year. Now, I told you I got laid off and they sent me 7 to Catawba and all that was brand new construction right 8 out of the ground -- 9 Q. Okay. And that was before you had met Mr. 10 Jonas, right? When you worked for a year McGuire. 11 A. Yeah. I didn't know Ronnie back then. I 12 didn't know him at all back then. Like I said, I didn't 13 know him. I worked at Catawba in 1977 and that was like 14 about a month or two after I started working I met 15 Ronnie for several months and we started working in the 16 turbine building. He started welding around us and I 17 got to talking to him and I got to met him and know him. 18 Q. Okay. And you mentioned gas turbines a few 19 times. It sounds -- it sounds to me like you didn't 20 actually do any work on any gas turbines, but you did 21 run some lines, some fuel lines up to the gas turbines? 22 A. Yes, sir. We done that at Buzzard's Roost and 23 we also done Lee Steam Station had some gas turbines and 24 we run some lines up to them as well. 25 Q. Okay. And you didn't do any other kind of work	Page 313 1 (Audio interruption: Cellular phone 2 ringing). 3 THE WITNESS: Wait. Hold on a minute 4 that's my brother calling. I'll call him later. 5 Yeah. We had to run -- I take that back it 6 wasn't -- it was at Lee Steam Station but it wasn't a 7 gas turbines, we had to run it through the regular 8 turbine and we had to put in a new hydrogen line. And I 9 ain't never understood this: Hydrogen is real highly 10 flammable and they used it to cool them generators and 11 we had to run a new line to it and I don't remember why, 12 but they replaced that hydrogen line through it. And I 13 remember it was stainless steel and it was socket welds 14 and it was one inch pipe. I do remember that. 15 Q. Okay. 16 A. But I can't remember what kind of valve it was. 17 Q. I wanted to ask you a little bit about -- you 18 mentioned some reactor cooling pumps at Oconee? 19 A. Yeah. 20 Q. Is Oconee the only place you worked on reactor 21 cooling pumps? 22 A. Well, the regular cooling pumps wasn't our 23 primary job scope. We just had to go in there and help 24 the pump crews when they took them reactor coolant pumps 25 out we had to come in there and disconnect the piping

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Page 314 1 and stuff but the crane that had their own pump crews. 2 That had a lot of flat hoses and they were stainless 3 steel and they had flanges on it, and they were three 4 inch. I do remember that 3 inch and they had spiral 5 wound gaskets in them and we had to disconnect all that 6 stuff so they could pull that stuff out and if they had 7 any piping connected to them we had to disconnect that. 8 And then when they put them back in we had 9 to go in there and fold them back up too and help do all 10 that, but as far as disassembling the pump itself we did 11 not have nothing to do with that part of it. 12 Q. Okay. Did Mr. Jonas have help with 13 disconnecting the pipe or was he doing welding somewhere 14 else? 15 A. No. He was in there helping us on that, you 16 know, we all got in there and helped them fold all that 17 stuff. Yeah, he was part of all that. 18 Q. Okay. Do you recall about what year that was? 19 A. No. No. I don't. We done that several times 20 but I can't remember what years they were. I just can't 21 remember the year. I just remember I done it. 22 Q. Okay. And I think you also mentioned doing 23 some kind of duct work with the feed water pump turbine 24 at Oconee. Do you recall that? 25 A. Yep. Yep. It had an exhaust up and they used	Page 316 1 A. Yeah. I seen that name a lot. Usually -- 2 (inaudible). 3 Q. Yeah. I was going to ask you. It sounds like 4 you associate that mostly with condensers. Is there any 5 other kind of equipment you associate with Foster 6 Wheeler? 7 A. I seen that name at the nuclear and the fossil 8 stations, seems like. I know they were on nuclear -- 9 they were coming off the condensers -- Foster Wheeler. 10 I can remember too -- Babcock and Wilcox names on it. I 11 don't know if they were associated but I seen that name 12 with some other condensers and stuff. 13 Q. Okay. But you don't at least -- at least right 14 now you don't associate anything else with Foster 15 Wheeler other than condensers? 16 A. No. That's all I can relate it to. 17 Q. Okay. And a condenser is -- the job of a 18 condenser is to cool steam down into water. Is that 19 your understanding? 20 A. Yes, sir. That was on the bottom of your 21 turbines. When that stain turn them turbines and all 22 that water came down in there and them condensers 23 converted that steam back into hot water and they 24 circulated it and reheated it again because they could 25 reheat that hot water quickly and made the plant run
Page 315 1 a stain to turn that little ole' turbine pump and it 2 moved -- I can't remember the exact pumps and I don't 3 know all these systems on that. It moved -- it 4 circulated cooling water and it was kind of a back up 5 system too in case something else ever failed they could 6 turn that pump on and use it as a secondary back up. It 7 might have been a reactor cooling back up. It seemed to 8 me maybe it was a back up system. 9 Q. Okay. And did you just replace some duct work 10 for that? 11 A. Yeah. On that job that's all we did. 12 (Inaudible) because it was a big old square duct and 13 they used to have to cut -- they used to have to take 14 and cut the metal and take it out and we put flanges on 15 it so they could take it out and put it back together 16 real quick. They used to have to cut it out and weld it 17 back and it out took a long time so we flanged it back 18 where they could take it and out there real quick and 19 they put big old boiler gaskets in there on that. 20 Q. Okay. And those wouldn't have contained 21 asbestos; correct? 22 A. No, not them gaskets, that was Gore-tex. 23 Q. Okay. And I want to ask you a little bit 24 about -- this is kind of switching topics here. You 25 mentioned the name Foster Wheeler a couple of times?	Page 317 1 more efficiently, you know, it was just part of a cycle 2 more or less. 3 Q. Right. And since the job of a condenser is to 4 cool the steam down, you wouldn't want to insulate it; 5 is that right? 6 A. I did not never remember any insulation at all 7 on them condensers if I can recall. No. 8 Q. And did you ever do any -- you and Mr. Jonas 9 ever do any work on Foster Wheeler condensers? 10 A. Yeah, we had to go in there -- I know I did. I 11 can't remember if Ronnie did. I'm sure he probably did. 12 But I was working on them several times. We had to go 13 in there and put new tubes in them and all kind of 14 stuff. They had a bunch of tubes -- 15 Q. So you had to replace some -- sorry, I didn't 16 mean to interrupt you. 17 A. Yeah, I've worked on them condensers a bunch of 18 times, but I can't never remember Ronnie being there 19 when we was working on them. I'm sure he probably did 20 at some time. 21 Q. Okay. So were you just replacing, like, copper 22 tubes on the interior? 23 A. Well, they wasn't copper, they were brass. 24 Q. Okay. 25 A. They had a bunch of brass tubes and they was

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Page 318 1 about, I'd say they wasn't that big -- half inch or 2 three quarter inch. There was a bunch of them running 3 through there. 4 Q. Is that the only kind of work you did on 5 condensers? 6 A. That's all I done on them. 7 Q. Okay. And bear with me for a second here. 8 A. Well, I did have to go in there and we had to 9 clean them tubes. Sometimes we'd to go in there and 10 blow these little ole plug things through there, and you 11 know, scrub the inside of them tubes to get all that 12 residue out of them. We did that and we cleaned the 13 tubes on them. 14 Q. Okay. And you mentioned -- you mentioned the 15 same Sarco. Do you recall or I guess, you -- Mr. Jonas' 16 attorney mentioned the name Sarco and you said it 17 sounded familiar? 18 A. It does. It rings a bell and I can't pin it 19 either but I remember seeing the name. 20 Q. So you're not sure -- but what product -- you 21 don't know of any products you would associate with 22 Sarco? 23 A. No. 24 Q. Okay. 25 A. It just rings a name in the back of my head.	Page 320 1 regarding asbestos around Duke plants? 2 A. No. Didn't. I mean, I never did -- no, I mean, 3 yeah back in the old days, I mean, they took out old 4 insulation off and everything. They never did say, "hey 5 this is asbestos." They didn't even tell us what it was 6 made of, they just said get it out of there and they put 7 it in them barrels and rolled it down there and took it 8 out there and throwed [sic] it on the dump truck and I 9 don't know what they did with it. And that was at River 10 Bend, no -- wait a minute, yeah that was at River Bend. 11 Q. And I know you weren't an insulator but did 12 ever happen to look at an insulation box to see if there 13 were any warnings related to asbestos on the box of 14 insulation? 15 A. No. I didn't. I know when that code was 16 approved and stuff and they put it on their lock up 17 stuff and was preformed insulation and it was made two 18 halves go around the 90 put a band around there. I 19 never did see nothing about to say this stuff might be 20 hazardous or I never did remember seeing no warning 21 label on it. 22 Q. Okay. 23 A. It may have but I don't remember seeing it. 24 Q. Okay. Now, I want to see if I can get a little 25 bit of more of a timeline as far as when you were
Page 319 1 Q. And I'm just about finished. 2 Did you, thinking about your work for Duke, 3 did you expect Duke to provide a safe work environment 4 for your and Mr. Jonas and other Duke employees? 5 MR. HUMEN: Object to form. 6 THE WITNESS: Well, yeah. I wanted them to 7 keep everybody safe. I wanted everybody to go home 8 alive with all their hands and fingers. They didn't 9 always protect, you know, I can say they didn't protect 10 us in the earlier years. They let us down. That I can 11 honestly say. 12 Q. (BY MR. ROGERS) And I think you mentioned you 13 didn't really have any instruction about asbestos until 14 '89 or '90. Did you -- even if you didn't have any 15 formal instruction, did you have any -- did you see any 16 kind of changes that, kind of, made you think about 17 asbestos and potential hazards prior -- 18 A. No. I didn't. They was always just interested 19 in getting the work done. And they run us in there 20 and -- "get it, get it, get it, get it get it done and 21 get back on the line as soon as you can." Get it 22 done -- that is all they had on their mind, they wanted 23 it to get done. 24 Q. And prior to that '89 and '90 period when you 25 had the instruction, did you ever see any signs	Page 321 1 working, after you started working at Oconee, being 2 based out of Oconee and then started going to different 3 plants. Do you remember the first time, as part of that 4 crew, that you went to McGuire for an outage? If you 5 can give me a year or a rough approximation? 6 A. You're asking me when the first time 7 (inaudible); is that what you just asked me? 8 Q. If you can give a year or a time period when 9 the first time you went to McGuire as part of the -- 10 A. Oh, as far as an outage? 11 Q. Right. 12 A. That was in the 90s. I'd say either '90, '89, 13 '90 -- I'd say '91, I think. Somewhere around '90, '91 14 and I'm just guesstimating at that. 15 Q. Okay. And the same question for Lee. I think 16 you might have said that that was -- you went there in 17 about '87 -- is that the first -- 18 A. Yeah, it was in the 80s. '87 or '88. I 19 remember '89 we was working there and, of course, that's 20 when I told you they had Hurricane Hugo, I remember that 21 well. And we was down there working and they asked for 22 volunteers to go up there and help restore power and all 23 up there, and they were really short handed. We worked 24 with the transmission crews. We'd cut -- we run chain 25 saws what we did to cut trees (inaudible) --

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Page 322 1 Q. So was the first time you went to Lee for an 2 outage '87? Does that sound right? 3 A. Well, it was somewhere around that time frame. 4 Q. Would it be around '87, '89? 5 A. Yeah. I would say, yeah. 6 Q. Okay. Same question for the Marshall Station. 7 Do you remember the first time you went there for an 8 outage? 9 A. No. I can't remember. I can't remember them 10 dates. 11 Q. Would it have been in the 90s or prior to that 12 if you know? 13 A. I'm saying it was after that. I'm not a 14 hundred percent sure, but I'm thinking after that. 15 Q. I'm sorry. After what? I think I asked a bad 16 question. Sometime in 90s, maybe? 17 ALL DEFENDANTS: Object to the form. 18 THE WITNESS: Yeah. That would be a close 19 guesstimate. 20 Q. (BY MR. ROGERS) What about the Allen Station 21 would that have been the first time that you went there 22 for an outage? Would have been the 90s? 23 A. Well, I would say it was in the 90s. I got 24 laid off in '96 and we worked there several years prior 25 to that. So it was sometime in the 90s.	Page 324 1 Q. Was that when you replaced the fuel lines? 2 A. Yes, sir. We stayed down there for probably a 3 month or so. 4 Q. Do you know how many outages you did at 5 McGuire? 6 A. No. 7 Q. Okay. More than a few? 8 A. Yeah. More than a few. 9 Q. Did you do multiple outages at all of these 10 stations, other than Buzzards Roost? 11 A. Well, yeah. We supported all of them. That's 12 what our job was. We supported the, what was that -- 13 ASSD -- systems support division -- that's what our job 14 title was. We supported all the outages, not just 15 fossil -- nuclear, all of them. The whole southern 16 division and we were based there but we were all over 17 the division -- north division, southern division. We 18 were divided into three divisions. Just like I told you 19 earlier I wore out several new vehicles traveling the 20 road to these outages. 21 MR. ROGERS: Okay. I think that's all I 22 have for you, sir. I appreciate your time. 23 THE WITNESS: Yes, sir. 24 MR. HUMEN: How are you holding up George? 25 I think we have one person left and that's it.
Page 323 1 Q. Okay. 2 A. Of course we went there numerous times so it's 3 hard to pinpoint exactly when that was. 4 Q. All right. I realize it's hard to recall when 5 the first time was but -- 6 A. I mean, we was like the Rolling Stones really, 7 when we was here one minute and there the next. I lived 8 out of a suitcase about most of my life -- 9 (Technical interruptions -- cellular phone 10 ringing multiple times). 11 THE WITNESS: Spam calls. Do you ever get 12 them? 13 MR. HUMEN: Way too often. 14 Q. (MR. ROGERS) Do you remember the first time 15 you went to an outage at the Buck Station? 16 A. I remember going but I don't know the year. 17 Q. (BY MR. ROGERS) Okay. And what about -- do you 18 recall the first outage you went to at River Bend? 19 A. No. I don't remember the year on that either. 20 Q. And last one -- Buzzards Roost. Do you recall 21 the first outage you went to there? 22 A. I didn't go but the one outage that happened 23 and I don't remember the year because we just went that 24 one time at Buzzards Roost. It was down there in 25 Greenwood, South Carolina.	Page 325 1 MR. RHENEY: Actually you didn't hear me. 2 I was on mute a little while ago. This is David Rhenev. 3 I've got just a very few questions -- 4 MR. BORDEN: This Peter Borden. I mean, I 5 might have 20-25 minutes of questions, it depends. I 6 know we're all tired. 7 THE WITNESS: Okay. I can try to do them. 8 MR. HUMEN: Do you think you can hold up 9 George? 10 THE WITNESS: I'm getting awful tired. I'm 11 going to be honest with you. 12 MR. HUMEN: I'm sure our court reporter is 13 getting pretty tired too. 14 MR. RHENEY: This David. 15 George, I appreciate you fighting through 16 because it's better to just get it done today and have 17 it over and done with as long you're okay fighting 18 through it. I appreciate it. 19 THE WITNESS: Okay. Because I ain't coming 20 back tomorrow. 21 MR. RHENEY: I figured as much. 22 MR. BORDEN: All right. I'll go ahead and 23 go, David. 24 THE WITNESS: Tomorrow is Friday and I'm 25 booked up.

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Page 326 1 MR. RHENEY: I hear that. 2 FURTHER EXAMINATION 3 BY MR. BORDEN: 4 Q. Mr. Fincher, can you hear me all right? 5 A. Yeah. I can hear you. 6 Q. All right. I want to talk to you about some of 7 your earlier testimony on cooling towers. My 8 understanding is you worked on cooling towers at two 9 times. One time was on an cement tower, where you, I 10 believe you said you replaced fan blades. Do you 11 remember that? 12 A. Yeah. That was at Catawba. 13 Q. That was at Catawba? 14 A. Yes, sir. I don't remember the year or 15 nothing. I ain't exact on the year but I know we 16 replaced them blades, and then the other time was at Lee 17 Steam Station, and it was made out (inaudible) or 18 wood -- I've never seen one. It was made out of some of 19 kind of, maybe, cypress or some kind of wood and it 20 lasted a lot of years but them louvers wore out and we 21 had to go in there and replace them louvers on 'em. But 22 we didn't do no welding or nothing like that it was just 23 all bolt, unbolt, and bolt back in from what I remember. 24 Q. That tower at the Lee Steam Station you said 25 you didn't do any swelled you. Mr. Jonas didn't work on	Page 328 1 remember we went in there and we only done it that one 2 time and that's the only time I ever worked on it. 3 Q. Do you remember the ballpark year when you did 4 that work? 5 A. It was back that the 80s, I think. 6 Q. Can you tell me late 80s or mid-80s? 7 A. I'd say '87 or '88 maybe. 8 Q. How long did it take you guys to replace these 9 louvers? 10 A. Maybe two days. 11 Q. You used the word "bolting" these louvers -- 12 you unbolted the louvers, did you have to use any tools? 13 A. Well, some of them had just little brackets. 14 Now, I might be wrong, they had -- I can't remember 15 exactly. I just remember they were wood in weird places 16 and they had some kind of bracket on it, you know. 17 Q. You just pulled the old louvers out and snapped 18 the new ones in? 19 A. Yeah. More or less, that's what it was. It 20 wasn't really that hard or nothing strenuous. It didn't 21 really take a long time. I mean, it was -- it went 22 pretty quick. I remember that. 23 Q. Where did you get your -- the replacements 24 louvers? 25 A. I don't know where Duke got them from. They
Page 327 1 that tower with you, did he? 2 A. Yeah. All our crews worked on them but I know 3 we didn't do any welding there was no welding on that 4 job, just replacing. 5 Q. All right. I want to talk to you about exactly 6 what you did and how you replace those louvers. Can you 7 tell me what you did and what Mr. Jonas did on that 8 tower? 9 A. Well, we just unbolted the old ones and took 10 them out. They disposed of them and they had the new 11 ones there and we put them -- from what I remember we 12 just put them back in. 13 Q. You said that your team was working on that 14 tower. As I recall, you said you had 10 people on your 15 team? 16 A. Yeah, but everybody wasn't in there at the same 17 time. 18 Q. How many people were working on this tower with 19 you? 20 A. I can't remember exactly. Seemed like it was 21 about five or six of us in there doing that. 22 Q. You had five or six people replacing louvers? 23 A. Yeah. It seemed lake Galen was in there, Chris 24 Wilson might have been one of them -- that was a long 25 time ago, I can't remember exactly but I just	Page 329 1 brought them in there and brought them in there and told 2 us to unload them. I guess they had some company make 3 them and I don't know who. I couldn't tell you. 4 Q. What did you do with the louvers you removed? 5 A. They disposed of them. I don't know what they 6 done. 7 Q. When you were actually taking them off the 8 cooling tower where did you put them? Just on the 9 ground somebody else took them away? 10 A. Yeah. That's about the way it went from what I 11 can still remember. I know we didn't haul them off. 12 Somebody else got rid of them. We was just replacing 13 them in the louvers in there. 14 Q. Okay. All this work was outside wasn't it? 15 A. This was, yes, sir. It was outside of the 16 plant, you know, it was a building off to itself. 17 Q. Do you remember who told you to do this work? 18 A. No, sir. I do not. 19 Q. You know where the cooling tower was at the Lee 20 Steam station? 21 A. It was outside the plant. Yeah, it was out in 22 the yard and I can't remember the exact location but it 23 was away from the plant a little ways. I do remember 24 that. 25 Q. What did the cooling tower look like in terms

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Page 330 1 of shape? 2 A. It was a big square looking thing. 3 Q. How big would you say it is? 4 A. I can't remember the size of it. It was 5 rectangular or square. I mean this was an old dinosaur 6 thing, I mean, you know. 7 Q. The size of a truck, like a pick up truck? 8 A. No. No. It was bigger than that. Golly it 9 was -- 10 Q. Maybe the size of a bus? 11 A. Maybe two buses. 12 Q. Okay. And I know that you mentioned that you 13 thought it was made of wood? 14 A. Well, the louvers was, but the outside of it 15 was metal. It was metal and wood. 16 Q. How do you know that the louvers were made of 17 wood? 18 A. It looked like it was made out of cypress or 19 redwood or -- it was a different kind of wood, some kind 20 of wood that wouldn't rot real easy. And back when they 21 built that thing, whether they made them out of wood, 22 back them, I don't know. I know it was all antique, I 23 know that. 24 Q. Do you have any idea who manufactured this 25 tower?	Page 332 1 THE WITNESS: Me and Ronnie, we was not on 2 the same team. We were on separate teams. We didn't 3 get on the same team until -- let's see, I'm trying to 4 think -- until they sent us to Oconee. Then we worked 5 for David Mitchell and when we got down there we ended 6 up getting -- being on the same team then. 7 Q. (BY MR. BORDEN) Okay. When you worked on this 8 tower at Catawba, do you remember around what year it 9 was? 10 A. No. It was back in the 80s, that's all I can 11 say about that. 12 Q. Was it mid or late 80s? 13 A. I'm saying late 80s and I can't be exact on 14 that either. I'm just -- like I say, I'm just guessing 15 at these dates. 16 Q. Was Mr. Jonas working with you on this tower? 17 A. I'm thinking he did. I'm not a hundred percent 18 sure if we had the same boss man on the same crew. 19 Q. So can you say what work he would have done on 20 these fan blades if you can't really remember? 21 ALL DEFENDANTS: Form. 22 THE WITNESS: I can't really remember. No, 23 I don't know if I was helping them both pull out you 24 know I don't know. I can't remember that part of it 25 that well. I just remember that we did work on.
Page 331 1 A. I have no clue. I have no clue. 2 Q. I want to turn now to that cement tower at 3 Catawba you said you worked on. 4 A. Yeah. 5 Q. If it was at Catawba that would have been 6 before you and Mr. Jonas were on the same team; right? 7 MR. HUMEN: Object to form. 8 THE WITNESS: No. Ronnie would have been 9 on our team too then. 10 Q. (BY MR. BORDEN) I understand from your earlier 11 testimony was that the pipefitters and welders were on 12 separate teams when you were at Catawba. 13 A. No. We was on the same team, but if they need 14 welders at another plant they'd send the welders and 15 we'd have to stay there if they didn't have enough pipe 16 and then they would divide us up but we was still on the 17 same team the whole time. We still had the same 18 supervisor. 19 Q. And when you started at Catawba in 1977 and you 20 met Mr. Jonas -- you guys were on the same team? 21 A. No. 22 MR. HUMEN: Objection. I think you have 23 two different time frames. He went back to Catawba 24 doing repair later on, which he's already talked about. 25 MR. BORDEN: Okay.	Page 333 1 Q. (BY MR. BORDEN) But you -- I want to get to 2 how you removed these fan blade in a minute but I just 3 want to be clear on whether you do or you don't have a 4 clear recollection of Mr. Jonas working on these fan 5 blades with you. Do you? 6 A. Are you talking about the concrete? Are you 7 talking about the big concrete? 8 Q. Yes, sir. 9 A. Oh, we was just up there helping taking them 10 off. I remember they were -- those things were bolted 11 on. It looked like a big ole' helicopter blade. I mean 12 they were big blades. 13 Q. Right. Was Mr. Jonas doing that with you? 14 A. No. Nope. He wasn't directly related to that. 15 I know our crew when they had sent us up there to help. 16 That wasn't our regular job. We went up there to do 17 that and we done some other things too, but I can't 18 remember what all we did do on that outage. I do 19 remember taking them big blades loose because they 20 remind me of a helicopter blade. They was big. 21 Q. Do you remember how long it took you guys to 22 take off those blades? 23 A. We was up there a couple of days working on 24 that. 25 Q. How did you access the blades?

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Page 334 1 A. Well, they had a -- they was in a big ole' 2 round -- I don't know what you call it. They had a big 3 ole' motor that turned them and we just had to climb 4 down in there, you know. Put a ladder down in there and 5 climb down there and unbolt them and the spring lifted 6 them out. 7 Q. How big was this cooling tower? 8 A. Golly, I mean, it looked like a little ole' -- 9 it was pretty doggone big. I mean, the bottom of it you 10 could drive a pick up truck in the bottom of it when 11 they open that door up. 12 Q. How tall do you think it was? 13 A. Man, I can't remember now. They were pretty 14 doggone big. 15 Q. Sounds like you were saying you came in through 16 the top; is that right. 17 A. Well, you go down in the bottom they had stairs 18 you climb to get up to the top and seemed like they had 19 some stairs outside of it on the one side. 20 Q. What was the shape of this tower? 21 A. They were round. 22 Q. Were they like a cylinder or kind of like an 23 hour glass shape? 24 A. They were like a big cylindrical shape thing. 25 Kind of like a small Astro Dome, you know, round like	Page 336 1 it off. We just went down there and helped them rig it 2 and hooked it up to the crane and helped them get it out 3 there. 4 Q. After they were unbolted and you got them out 5 of there what was done with the old blades? 6 A. I don't know. I don't know if they set them 7 off and had them rebuilt. I didn't have nothing else to 8 do with it after that. 9 Q. Do you know how many blades you guys removed? 10 A. We just got that one while we was up there. 11 Q. Just one blade? 12 A. Well -- I think they had like four of them 13 throughout the whole cooling tower. That one section 14 was only one and I can't remember what happened to it, 15 but something happened to it. I think it got out of 16 balance or something. I can't remember. We didn't do 17 all of them. We just done that one section. 18 Q. In one section. Do you mean one blade or one 19 fan? 20 A. We took the whole blade off that one whole fan 21 they had, like, maybe four of them things. That thing 22 was pretty big and what that blade did it cooled the 23 water. 24 Q. Do you remember how big this blade was? 25 MR. HUMEN: Objection; asked and answered.
Page 335 1 that. You know what I'm saying? 2 Q. What color were these towers? 3 A. They were concrete. They were just -- they 4 weren't painted or nothing. They were just bare 5 concrete and they were put together in sections, you 6 know. They were prefabbed concrete. I remember when 7 they put them together. 8 Q. Do you remember -- do you know where on Catawba 9 they were located? 10 A. Yeah. They were way off from the plant. They 11 were a pretty good distance from the plant. I don't 12 remember what you call that area. They were outside 13 they were way away from the plant. 14 Q. Where did you get your replacement blades from? 15 A. I don't know. I have no clue. I don't know 16 who made them or anything. 17 Q. Did you -- did you replace the fan blades or 18 did you just take old fan blade off? 19 A. We just helped take the old ones off and then 20 somebody else come in there and put the new ones back 21 on. We were just assisted them in taking them off. 22 Q. Okay. And to take them off it sounds like you 23 just had to remove a few bolts. Does that sound right? 24 A. Yeah. There was a big old round hub down there 25 and they were bolted on the shaft and they had to pull	Page 337 1 MR. BORDEN: I think I asked how big the 2 cooling tower was. I'm not sure I asked how big this 3 blade was? 4 THE WITNESS: Golly, I'd say -- golly, they 5 were pretty doggone big. I'm saying probably 10 feet or 6 better. It wasn't a small blade, it was a big blade, 7 I'm just speculating, I'm saying 10 feet or better. 8 Q. (BY MR. BORDEN) Who asked you to do this -- 9 help out with this blade removal? 10 A. I don't -- I couldn't answer that. I don't 11 know. I just do what they say -- go up there and help 12 these people -- go up there and assist these people do 13 the work and they sent us up there. 14 Q. Do you know who the manufacturer of the cooling 15 tower was? 16 A. No, I don't. 17 Q. Do you know the manufacturer of any of these 18 blades? 19 A. No, I don't. 20 Q. Was it just that one time were you guys helped 21 out removing these blades? 22 A. I know on some of these gas turbines they had 23 blades on them too. Seem like they had blades -- I know 24 they had Pratt & Whitney engines in them. 25 Q. What about cooling tower -- any other time you

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Page 338 1 helped remove blades from cooling towers? 2 A. No, we just did it that one time and that was 3 it. 4 Q. So other than what we've talked about replacing 5 or removing these fan blades at Catawba and replacing 6 the lovers at the Lee Steam Station, is there any other 7 work that you specifically recall Mr. Jonas did on the 8 cooling towers? 9 A. No. I can't say that. I don't remember doing 10 that. 11 Q. Is there any other work that you've done on 12 cooling towers? 13 A. No. Just -- it was just that few times. I 14 didn't have to work on them things much. 15 Q. Do you have any specific recollection of Mr. 16 Jonas being in close vicinity of somebody else working 17 on cooling towers? 18 A. No. I can't relate that off at the top of the 19 my head. 20 MR. BORDEN: Well, that's all the questions 21 I have for you. Thanks for your time today. 22 THE WITNESS: Okay. Yes, sir. I tried to 23 answer your questions as best I could. That's all I 24 knew to tell you. 25 FURTHER EXAMINATION	Page 340 1 Q. Okay. 2 A. I believe -- 3 Q. And when you say, "a long time" can you tell me 4 about when that was? 5 A. Let's see, I started there in '77. I'd say 6 around -- after they got that thing up and going around 7 '80 -- I'd say around 1980 to 84. When I left I think 8 it was around 81, 82, 83 I know they were hot and heavy 9 working up in there them years. 10 Q. Okay. And what do you remember specifically 11 the work they did? 12 A. They just built that duct work and come in 13 installed in the building there and installed it all 14 and -- 15 Q. Okay. And -- 16 A. And built it and hung it and installed it. 17 Q. All right. And that was sheet metal duct work; 18 is that correct? 19 A. That is correct. Some of it was stainless 20 steel and some of it was carbon steel, some of it was 21 galvanized. 22 Q. So stainless, carbon, and galvanized steel; and 23 there was no insulation on that was there? 24 A. I can't remember that now. I don't -- I 25 can't -- I know they built some out of stainless and
Page 339 1 BY MR. RHENEY: 2 Q. Mr. Fincher, this is David Rheney and I guess 3 I'm going to be the very last one but I've got just a 4 very few if you'd just hang on for a few minutes? 5 A. All right. I'll try. 6 Q. All right. I represent Bahnson and a couple of 7 hours ago you mentioned several contractors that came 8 into the plants -- Bahnson being one of them and I think 9 you said this dealt with HVAC; is that correct? 10 A. Yes sir. They put in a bunch of duct work in 11 that plant -- all through the plant, reactor building, 12 auxiliary building. They called it HVAC heating and air 13 conditioning. 14 Q. Yes sir. And which plant are we talking about? 15 A. Well, the time I was associated with them 16 mostly was at Catawba. 17 Q. Okay. Are there any others, other than Catawba 18 that you are aware of? 19 A. They may have been at McGuire but I can't 20 pinpoint that but I definitely know they were at Catawba 21 during construction. They were there for a long time, 22 and they had their -- 23 Q. Okay. 24 A. They fab'd all this duct work up and they 25 installed it.	Page 341 1 they built some of it out of galvanized, it was that 2 galvanized was like harder steel it had a harder 3 coating. I don't know -- I can't pinpoint them on 4 having insulation. I know we worked in that reactor 5 building and that stainless steel they didn't have no 6 insulation on it. 7 Q. So and would the same be true -- let's assume 8 that they worked for McGuire because you said they may 9 have been there. Do you know when that might have been? 10 A. That would be prior -- let's see, I was there 11 for 74 to 75 -- I don't know 73, 72 -- 73 they may have 12 been there. I don't no. I just don't remember. 13 Q. Okay. 14 A. I just don't remember seeing them. 15 Q. I understand. And the work you saw there would 16 have been the same as what you saw at Catawba. They 17 were fabricating stainless, carbon, and galvanized steel 18 and installing it? 19 A. Yeah. They had their own batch shop they'd 20 build and bring it in there. 21 Q. Right. And as far as insulation you don't no 22 of any insulation that would have been on any of that 23 HVAC work, do you? 24 A. I can't recall. They might have insulated some 25 of it on the inside. I never did see the inside of it.

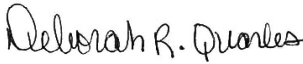
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1 Q. All right. But you can't -- you can't state	1 as correct as I could. Some stuff I could remember
2 under oath that there was insulation on the inside or	2 good, and some stuff I can't.
3 outside as we sit here now can you?	3 MR. HUMEN: Well, we can go ahead and go
4 A. No, sir. I cannot.	4 off the record.
5 MR. RHENEY: All right. Thank you, sir.	5 (End of proceedings).
6 That's all the questions I've got.	6
7 THE WITNESS: Okay Thank you very much.	7
8 FURTHER EXAMINATION	8
9 BY MR. KOZICK:	9
10 Q. Mr. Fincher, this is Steve Kozick again. Can	10
11 you hear me?	11
12 A. Yeah. I can hear you.	12
13 Q. You mentioned when we got back from the long	13
14 break that you had a different recollection, perhaps	14
15 about the Hoke valves, and I just wanted to give you an	15
16 opportunity to say that on the record.	16
17 A. Yeah. I wasn't a hundred percent sure about	17
18 'em. I just can remember that name. I know they used	18
19 these little ole' Swagelok valves and Hoke probably made	19
20 some of them little instrumentation valves, little small	20
21 valves, but I said it might have been some of them big	21
22 ones, but I was trying to remember. I said I don't	22
23 remember that now. I guess I had it mixed up with	23
24 something else in my mind.	24
25 Q. Do you recall any specific details about any	25
Page 343	Page 345
1 type of instrumentation valves that you might have seen	1 CHANGES AND SIGNATURE
2 with the Hoke name on it?	2 WITNESS NAME: GEORGE FINCHER
3 A. No, I can't, but most of them instrumentation	3 DATE OF DEPOSITION: OCTOBER 22, 2020
4 valves were Swageloks.	4
5 Q. Okay, sir.	Please indicate changes on this sheet of paper,
6 A. Some of that stuff was already installed in	5 giving the change, page number, line number, and reason
7 these plants when we came in there. We didn't really	for the change. Please sign each page of changes.
8 work on them or nothing. I just remember seeing --	6
9 Q. Okay. That was going to be my next question.	7 PAGE/LINE CORRECTION REASON FOR CHANGE
10 So you never worked on any of those; correct?	8 _____
11 A. I didn't. No, sir.	9 _____
12 Q. Okay. Did you ever see Mr. Jonas or anybody	10 _____
13 else work on any small instrumentation valves?	11 _____
14 A. No. Not during my time there. I didn't.	12 _____
15 MR. KOZICK: Okay. Thank you very much.	13 _____
16 Thank you for being patient with everyone today. I know	14 _____
17 its been a long day. Thank you for your time.	15 _____
18 THE WITNESS: Yes, sir.	16 _____
19 MR. HUMEN: I understand. I think we're	17 _____
20 done, George. This is David. I really appreciated you	18 _____
21 putting in all this time today. I know it was a really	19 _____
22 long day. I don't have any follow-up questions right	20 _____
23 now, so I appreciate it.	21 _____
24 THE WITNESS: I've tried to answer	22 _____
25 everything to the best of my knowledge. I tried to be	23 _____
	24 _____
	25 _____

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October 22, 2020

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1 I, GEORGE FINCHER, have read the foregoing 2 deposition and hereby affix my signature that same is 3 true and correct, except as noted above. 4 5 _____ 6 GEORGE FINCHER 7 8 9 10 11 12 13 14 15 _____ No changes made _____ Amendment Sheet(s) attached 16 17 18 19 20 21 22 23 24 25	1 _____ was requested by the deponent or a party before 2 the completion of the deposition and that signature is 3 to be before any notary public and returned within 30 4 days from date of receipt of the transcript. If 5 returned, the attached Changes and Signature Page 6 contains any changes and the reasons therefor; 7 _____X_____ was not requested by the deponent or a 8 party before the completion of the deposition. 9 I further certify that I am neither counsel for, 10 related to, nor employed by any of the parties or 11 attorneys in the action in which this proceeding was 12 taken, and further that I am not financially or 13 otherwise interested in the outcome of the action. 14 Certified to by me this 22nd day of October, 2020. 15 16  17 18 DEBORAH RENEE QUARLES 19 Notary in and for the 20 State of Texas 21 Notary: 13211541-4 22 My Commission Expires: 23 August 5, 2023 24 US LEGAL 25 8144 Walnut Hill Lane Suite 350 Dallas, Texas 75231 214-741-6001 214-741-6821 (FAX) Firm Registration No. 343
1 2 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON 3) PLEAS 4 COUNTY OF RICHLAND) 5) FOR THE FIFTH JUDICIAL 6) CIRCUIT 7) 8 RONNIE J. JONAS,) C/A NO.2020-CP-40-01163 9) 10 Plaintiff,) 11) In Re: 12) Asbestos Personal 13 v.) Injury Litigation 14) Coordinated Docket 15 AIR & LIQUID SYSTEMS) 16 CORPORATION, et al.) 17) 18 Defendants.) 19 20 21 22 23 24 25	

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REPORTER'S CERTIFICATION OF THE ORAL
DEPOSITION OF GEORGE FINCHER
OCTOBER 22, 2020

I, Deborah Renee Quarles, a Notary in and for the
State of Texas, hereby certify to the following:

That the witness, GEORGE FINCHER, was duly sworn by
the officer and that the transcript of the oral
deposition is a true record of the testimony given by
the witness;

That a copy of the certificate was served on all
parties and/or the witness shown herein on
_____.

I further certify that pursuant to FRCP Rule
30(f) (1) that the signature of the deponent:

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STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF RICHLAND

RONNIE J. JONAS,

Plaintiff,

vs.

C/A NO. 2020-CP-40-01163

AIR & LIQUID SYSTEMS
CORPORATION, et al,

Defendants.

In Re: Asbestos Personal Injury Litigation
Coordinated Docket

DEPOSITION OF: CHARLES BELL

DATE: November 20, 2020

TIME: 9:09 a.m.

LOCATION: The Abernathy
157 Old Greenville Highway
Clemson, SC 29631

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: ERIC S. GLAZIER, Court Reporter

PLAINTIFF'S
EXHIBIT

22G

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November 20, 2020

2 to 5

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Page 7	Page 9
1 ATTORNEYS FOR AURORA PUMP COMPANY BW/IP, INC., AND ITS WHOLLY-OWNED SUBSIDIARIES FLOWSERVE 2 CORPORATION, F/K/A THE DURIRON COMPANY, INC., AND UNITED STATES FIDELITY AND GUARANTY 3 COMPANY: 4 WOMBLE BOND DICKINSON Kimberly Sullivan (Remote) 5 301 South College Street One Wells Fargo Center, Suite 3500 6 Charlotte, NC 28202 (704) 331-4900 Kimberly.sullivan@wbd-us.com 7 8 ATTORNEYS FOR GENERAL ELECTRIC COMPANY: PAINE TARWATER BICKERS 9 John Elder (Remote) 10 900 S Gay Street Suite 2200 11 Knoxville, TN 37902-1821 (865) 525-0880 Jwe@painebickers.com 12 13 ATTORNEYS FOR THE STARR DAVIS COMPANIES: PIERCE SLOAN KENNEDY & EARLY 14 Benjamin C. Smoot (Remote) The Blake-Grimke House 15 321 East Bay Street Charleston, SC 29401 16 (843) 722-7733 Bensmoot@piercesloan.com 17 18 ATTORNEYS FOR SCHNEIDER ELECTRIC USA, INC., F/K/A SQUARE D COMPANY: 19 20 GALLIVAN WHITE & BOYD Breon C.M. Walker (Remote) 1201 Main Street 21 Suite 1200 Columbia, SC 29201 22 (803) 779-1833 Bwalker@gwblawfirm.com 23 24 25	1 PROCEEDINGS 2 - - - - 3 VIDEOGRAPHER: We are now on the record 4 at 9:09 a.m. This is the videotaped deposition of 5 Mr. Charles Bell in the matter of Ronnie J. Jonas 6 versus Air and Liquid Systems Corporation, et al. 7 The case number is 2020-CP-40-01163. This 8 deposition is being held at The Abernathy, located 9 at 157 Old Greenville Highway in Clemson, South 10 Carolina. All counsel present will be noted on the 11 stenographic record. 12 Will the court reporter please swear in 13 the witness? 14 CHARLES BELL, 15 being first duly sworn, testified as follows: 16 MR. HUMEN: And just before we get 17 started, this is David Humen, on behalf of the 18 plaintiff. The deposition is being taken pursuant 19 to the South Carolina Rules of Civil Procedure. We 20 have stipulations that an objection by one counsel 21 is good for all present, so the record can just 22 reflect, defense counsel. Also, all objections 23 except for form are reserved for trial. 24 MR. GLENN: David, will you also 25 stipulate that an appearance at this deposition

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10 to 13

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1 today does not waive any defendants' defenses,
2 including personal jurisdiction?
3 MR. HUMEN: Absolutely, or agreed.
4 Did you get that or...
5 COURT REPORTER: I did.
6 MR. HUMEN: Okay. Agreed.
7 MR. GLENN: Thank you very much.
8 EXAMINATION
9 BY MR. HUMEN:
10 Q. Good morning, Mr. Bell.
11 A. Good morning.
12 Q. How are you doing today?
13 A. I'm doing great.
14 Q. Can you just begin by just stating your
15 name, please?
16 A. My name is Charles D. Bell.
17 Q. All right. And where do you live, Mr.
18 Bell?
19 A. 203 Creekwood Lane, West Union, South
20 Carolina.
21 Q. Okay. And how old are you today, Mr.
22 Bell?
23 A. I am 71 years old.
24 Q. All right.
25 Now, you understand we're here today to

Page 11

1 talk about Ronnie Jonas, correct?
2 A. Yes, sir.
3 Q. And I assume you know Mr. Jonas, or
4 knew Mr. Jonas?
5 A. Yes, sir.
6 Q. And how did you first meet Ronnie?
7 A. We met at work.
8 Q. Okay. And where was work?
9 A. We worked for -- it was Duke Power at
10 that time.
11 Q. Okay. When did you first meet Ronnie?
12 A. I met Ronnie -- I went to work for Duke
13 Power in 1977.
14 Q. Okay. And was Ronnie working there
15 when you started?
16 A. Yes, sir.
17 Q. Okay. Now, do you understand that
18 Ronnie passed away earlier this year?
19 A. Yes, sir.
20 Q. And do you understand what he died
21 from?
22 A. Yes, sir.
23 Q. And what is that?
24 A. He had a -- something wrong with his
25 lungs, a growth on his lungs is what I heard.

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1 Q. Okay. And do you understand it was
2 mesothelioma?
3 MR. GLENN: Object to the form.
4 A. Yes, sir.
5 Q. Okay. Do you know anything about
6 mesothelioma?
7 A. Just what I heard on TV and stuff.
8 Q. Okay. And am I correct that you've
9 actually had an asbestos-related disease in the
10 past?
11 A. Yes, sir.
12 Q. And what have you had?
13 A. I have asbestosis.
14 Q. Okay. And you said the first time that
15 you worked with Ronnie was 1977, at Duke?
16 A. When we worked around each other.
17 Q. Okay. Explain, please.
18 A. He was on a welding crew, and I was on
19 a pipe fitter -- pipe fitting crew.
20 Q. Okay. So you guys were on different
21 crews?
22 A. Yes, sir.
23 Q. Did you ever work together?
24 A. Yes, sir.
25 Q. Now, first, can you just -- you said

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1 you were on a pipe fitting crew, so were you a pipe
2 fitter?
3 A. Yes, sir.
4 Q. And can you just kind of give me a
5 general description of what a pipe fitter does?
6 A. Well, a pipe fitter gets the pipe ready
7 for the welder to weld. It's a process. You have
8 to clean it and fit it to a special gap, and then
9 the welder actually attaches it, and the weld is
10 sawn off. He welds it.
11 Q. Okay. And you said Ronnie was on a
12 welding crew, so was Ronnie a welder at that time?
13 A. Yes, sir.
14 Q. Okay.
15 How -- I guess, how did the welding and
16 pipe fitting crews interact? Can you just kind of
17 explain that to me a little bit?
18 A. Well, we each had a different
19 supervisor at that time. When a pipe fitter needed
20 a welder, the welding supervisor would sign you --
21 assign us a welder, and we would work together.
22 Q. Okay.
23 And I guess I didn't ask you first, so
24 when you first started in 1977, what plant were you
25 at?

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14 to 17

Page 14 1 A. I was at Catawba. 2 Q. Okay. And when you were at Catawba -- 3 so you -- were you ever paired with or assigned 4 with Ronnie? 5 A. No, sir. 6 Q. Okay. Did you ever work in the same 7 area as Ronnie? 8 A. Yes, sir. 9 Q. Okay. 10 Do you remember about how big the crews 11 were when you were working at Catawba? 12 A. Some crews were bigger than the other. 13 The first crew I went on, I think we had about 80 14 people. 15 Q. Okay. 16 Now, when you started at Catawba, was 17 the plant already built? 18 A. No, sir. 19 Q. Okay. So what was, I guess, your role 20 at Catawba at that point? 21 A. I was on a pipe crew. We was -- when 22 they was building the building, we was running the 23 underground pipe and stuff. 24 Q. Were there any specific areas of the 25 Catawba plant that you spent most of your time?	Page 16 1 Was there any point at Catawba -- and 2 I'd like to focus on the time you were working 3 around Ronnie -- that you guys were responsible for 4 installing equipment? 5 A. I would say so. 6 Q. What types of equipment did you 7 install? 8 A. Well, sometimes we would sit some 9 pumps, you know, just bring them in and have them 10 go and -- I mean, we would help them line them up 11 and then get ready to, you know, run the pipe to 12 them. 13 Q. Okay. Any other equipment? 14 A. Just maybe the, you know, piping 15 systems. 16 Q. Okay. 17 When you were working at Catawba, was 18 there anything being insulated while you and Ronnie 19 were there? 20 A. Yes, sir. 21 Q. Okay. What types of things were being 22 insulated? 23 A. Steam lines. 24 Q. Okay. And would that be -- and when 25 you say, the steam lines, you're referring to the
Page 15 1 A. No, sir. 2 Q. Okay. 3 A. Just for crew meetings, you know, where 4 the crew met, you know, and then we would go to our 5 work areas, different work areas. 6 Q. Okay. Where did the crew meet? What 7 area? 8 A. We would have a shack. 9 Q. Okay. Was there any certain areas you 10 typically would work in the same area with Ronnie 11 at Catawba? 12 A. It would be like on an elevation that, 13 once it got built, a different elevation, we would 14 be in the same area. 15 Q. Okay. Was that any specific parts of 16 the plant? 17 A. Well, we could be in the turbine 18 building or auxiliary building. 19 Q. Okay. 20 Was there ever a point when you were 21 working around Ronnie that you guys were 22 responsible for installing any equipment at 23 Catawba? 24 A. Ask that again. 25 Q. Sure.	Page 17 1 pipe and the equipment in the pipe? 2 A. Yes, sir. 3 Q. Okay. And were those steam lines being 4 insulated while you and Ronnie were there? 5 A. Yes, sir. 6 Q. And how far away would you be from the 7 insulators? 8 A. Sometimes we would be working 9 underneath them. 10 Q. And I guess, did you observe the 11 process they were doing for installing the 12 insulation? 13 A. No, sir. 14 Q. Okay. Did the insulators putting the 15 insulation on create any conditions in the air? 16 A. Yes, sir. 17 Q. And what kind of conditions? 18 A. There'd be dust everywhere. 19 Q. Okay. And was that dust you could see? 20 Was that dust you could see? 21 A. Yes, sir. 22 Q. And did you and Ronnie breathe that 23 dust? 24 A. Yes, sir. 25 Q. Okay.

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18 to 21

Page 18

1 While you were working at Catawba
2 around the insulators, did you ever wear any type
3 of breathing protections or mask?
4 A. No, sir.
5 Q. Okay. Do you who the -- do you know,
6 were the insulators, during the construction of
7 Catawba, were they Duke employees or were they
8 outside contractors?
9 A. They were outside.
10 Q. Okay. Do you know who the outside
11 contractor was?
12 A. Yes, sir.
13 Q. And who was that?
14 A. Covil.
15 Q. Can you say that again?
16 A. Covil.
17 Q. Did you say Covil?
18 A. Covil.
19 Q. Is that Covil, C-O-V-I-L?
20 A. Yes, sir.
21 Q. Okay. I apologize. We're using --
22 with the masks, sometimes it makes it a little
23 tougher to hear and understand.
24 Now, how long did you spend working at
25 Catawba during the construction?

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1 A. I worked -- I started in November of
2 1977, and I left in 1984. I forgot the month I
3 left.
4 Q. Okay. And where did you go in 1984?
5 A. I came to Oconee.
6 Q. Okay.
7 A. Oconee Nuclear Station.
8 Q. Why did you transfer to Oconee?
9 A. Well, they were -- well, they just
10 asked if we wanted to, you know, change, you know,
11 locations, so I volunteered to come to Oconee.
12 Q. All right. Did Ronnie transfer to
13 Oconee as well?
14 A. Yes, sir.
15 Q. Did he transfer at the same time as
16 you, before, or after?
17 A. The same time.
18 Q. Okay.
19 Now, once you transferred to Oconee,
20 did the -- your job duties change at all?
21 A. Say again.
22 Q. Did the job duties change at all once
23 you transferred to Oconee?
24 A. I still didn't understand that second
25 part, what you said.

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1 Q. Sorry.
2 So once you transferred to Oconee, did
3 your job duties change?
4 A. Yes, sir.
5 Q. Okay. And how did they change?
6 A. Well, when we got to Oconee, our crews
7 switched. We were all one crew. It wasn't a
8 welding crew and a pipe fitter crew.
9 Q. Okay. So the crew became welders and
10 pipe fitters?
11 A. Yes, sir.
12 Q. Were you on the same crew as Ronnie
13 once you switched to Oconee?
14 A. No, not at first.
15 Q. Okay.
16 How big were the crews once you
17 switched to Oconee?
18 A. I can't remember exactly. Eight to ten
19 people.
20 Q. Okay.
21 Now, when you were at Oconee, I guess,
22 what was your job duties?
23 A. It was, when we came to Oconee, we
24 changed from like strictly pipe fitting, we went to
25 like maintenance.

Page 21

1 Q. Okay. And what types of things did you
2 perform maintenance on?
3 A. Well, when we first got here, we was --
4 they was building the rad waste building, and we
5 was doing about the same thing, setting equipment
6 and piping systems.
7 Q. Okay. And how long did you spend
8 building that rad waste building?
9 A. I can't remember.
10 Q. Okay.
11 Once that building was done, did you
12 have other maintenance duties around Oconee?
13 A. Well, we moved out of the rad waste
14 building when they started out. It just -- we
15 started working in the plant.
16 Q. And for the members of the jury who
17 aren't familiar with the term, what is an outage?
18 A. That's when they refuel.
19 Q. And --
20 A. Or they have an emergency and they have
21 to fix it.
22 Q. Okay. And what happens to, I guess,
23 the plant and the equipment during an outage?
24 A. What happens to it?
25 Q. Yes.

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22 to 25

Page 22 1 A. Well, it depends on what they're going 2 to work on. They shut the unit down on a refueling 3 outage. The whole unit comes offline. 4 Q. Okay. So the unit goes offline and 5 then maintenance is performed? 6 A. Yes, sir. 7 Q. Okay. And what -- and did you work on 8 these outages at Oconee? 9 A. Yes, sir. 10 Q. And so what were your job duties during 11 an outage at Oconee? 12 A. Well, it would depend on, you know, the 13 job itself. 14 Q. Okay. So can you give me some examples 15 of the type of work you would do? 16 A. Well, sometimes -- sometimes we would 17 replace valves and install new equip- -- new 18 systems when they were changing some systems over, 19 deleting some systems, I guess, and putting in new 20 systems. 21 Q. Did you ever work with Ronnie during 22 these outages at Oconee? 23 A. Yes, sir. 24 Q. Okay. How often would you work with 25 Ronnie during these outages?	Page 24 1 Sometimes at Lee we would work 12 hours a day. 2 Q. Okay. So you worked 10 to 12 hours a 3 day, seven days a week, when you were at Lee? 4 A. We always worked at least 10 hours a 5 day because we were based on a 40-hour week, four 6 10s, but we would work overtime. 7 Q. Okay. What about other than Lee, when 8 you went and worked the other outages? What was 9 your typical workweek like? 10 A. It would be at least five 10s. 11 Q. Okay. And that's five days a week, 10 12 hours a day? 13 A. Yes, sir. 14 Q. Okay. 15 What -- are there any specific Duke 16 plants you remember going and working outages with 17 Ronnie? 18 A. Excuse me. I didn't hear that. 19 Q. Sure. 20 Are there any specific Duke plants you 21 remember -- 22 A. No, I still didn't hear you say it. 23 Q. Are there any Duke plants you remember 24 going and working outages with Ronnie? 25 A. Duke plants?
Page 23 1 A. We worked a lot. 2 Q. Okay. 3 During your time at Oconee, were you 4 also going and working outages at other plants? 5 A. Yes, sir. 6 Q. Okay. And I guess, why would you go to 7 other plants? 8 A. They would just send us there because 9 they needed us, I guess. 10 Q. Okay. When you would go to other 11 plants to work a typical outage job, approximately 12 how long would the job be? 13 A. Some of them would be more than a 14 month, you know, or they could be less. It all 15 depended on the job. 16 Q. Okay. What was your typical workweek 17 like when you all were working these outages? 18 A. When we worked at Lee Steam Station, we 19 would work seven days a week. 20 Q. And how many hours a day when you were 21 at Lee? 22 A. We would work 10 hours a day. 23 Q. Okay. So you mentioned Lee was seven 24 days a week. What about the other outages? 25 A. Excuse me. Let me correct that.	Page 25 1 Q. Yes, sir. 2 A. Yeah. 3 Q. What plants do you remember working 4 with Ronnie? 5 A. We worked, like I said, Lee Steam 6 Station, we worked at Plant Allen, we worked at 7 Marshall Steam Station, Catawba Nuclear Station, 8 and McGuire Nuclear Station, and we also worked at 9 one hydro plant, Tuxedo. 10 Q. Okay. Any other plants you remember 11 working with Ronnie? 12 A. No, sir. 13 Q. Okay. Do you remember if you ever 14 worked at Buck with Ronnie? 15 A. Say again. 16 Q. Do you remember if you ever worked at 17 Buck? 18 A. Oh, yeah, we worked at Buck Steam 19 Station. 20 Q. Okay. Do you remember if you ever 21 worked at Belews Creek with Ronnie? 22 A. Yes, we worked at Belews Creek too. I 23 forgot about that. 24 Q. Okay. What about Cliffside? 25 A. Cliffside (nods head up and down).

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26 to 29

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1 Q. And did you ever work at Buzzard Roost
2 with Ronnie?
3 A. And Buzzard Roost.
4 Q. All right.
5 Now, and was -- I guess, was -- when
6 you were working this maintenance group, did it
7 have any specific name at Duke?
8 A. Say again.
9 Q. When you were working with this
10 maintenance group at Oconee, was -- did it have any
11 name?
12 A. Like our --
13 Q. Was it -- I guess, were you part of the
14 southern division?
15 A. Yeah. When we first came down, we were
16 SSD South.
17 Q. All right.
18 A. And then we went to CMD, and then they
19 just kept changing their name, but we done the same
20 thing.
21 Q. Okay.
22 A. It was maintenance.
23 Q. Okay. And maintenance -- when you were
24 going and doing these outages, you already
25 mentioned replacing some valves. Is there other

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1 equipment you worked on?
2 A. We would -- sometimes we would have to
3 work on -- around pumps, you know, that they were
4 working on.
5 Q. Okay. Any other equipment?
6 A. It would just be mostly pumps and
7 valves.
8 Q. Okay. Was there -- I guess, was your
9 crew and was your group, I guess, did you kind of
10 specialize in anything?
11 A. Well, my role was just, you know, a
12 fitter. And Ronnie, he was like a fitter/welder.
13 Q. Okay.
14 What about boilers? Did you do work on
15 boilers?
16 A. Yes, sir.
17 DEFENSE COUNSEL: Objection to form.
18 Q. Did you ever do any work on any
19 turbines while doing the maintenance crew?
20 A. We worked near the turbines.
21 Q. Okay. What about steam traps? Did you
22 do work on steam traps?
23 A. Yes, sir.
24 Q. What about precipitators?
25 A. Yes, sir.

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1 Q. Did you ever do any work on any cooling
2 towers?
3 A. Yes, sir.
4 Q. All right.
5 So I'd like to kind of go through those
6 and have you talk about what work you did on each
7 of them. So I'd like to start with the boilers.
8 And as part of your crew going and doing
9 maintenance, do you do work on boilers?
10 A. Yes, sir.
11 Q. Okay. What type of work did you
12 perform on boilers?
13 A. When we went to Lee, we re-tubed the
14 boiler.
15 Q. Okay. And did you re-tube the boiler
16 with Ronnie?
17 A. Yes, sir.
18 Q. Okay. And can you just walk me through
19 the process of re-tubing a boiler?
20 A. Well, you want me to start at the very
21 beginning?
22 Q. Yes, please.
23 A. Well, they have to take the insulation
24 off.
25 Q. And when you say, they, who are you

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1 talking about?
2 A. They have other crews that took the
3 insulation off.
4 Q. Were those Duke employees?
5 A. On the first boiler we done down there,
6 it was Duke people.
7 Q. Okay.
8 A. As far as I remember, it was Duke
9 people.
10 Q. Okay.
11 A. They would take the insulation off, and
12 then there was an outside skin that you would have
13 to take off to get to the -- what they call the
14 water wall tubes, and then they had to cut those
15 out and replace them with new ones.
16 Q. Okay. And then what?
17 A. And then, well, when everything was
18 done, then you'd have to re-skin the boiler and
19 re-insulate it, and then they would fire it back
20 up.
21 Q. Okay.
22 Were you and Ronnie already there on
23 the job when the insulation was getting taken off?
24 A. We -- as far as I remember, on that one
25 boiler, it was off when we got there.

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30 to 33

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1 Q. Okay. And that's the one you're
2 referring to at Lee?
3 A. Yes, sir.
4 Q. Okay.
5 A. The first one.
6 Q. The first one. Okay.
7 And what about other boilers at Lee?
8 Was this process the same?
9 A. Yes, sir, but on the second one, when
10 we went down there, the insulation wasn't taken
11 off.
12 Q. Okay. So who was responsible for
13 taking the insulation off?
14 A. They had an outside crew on it.
15 Q. Okay. Do you know who that outside
16 crew was?
17 A. No, sir.
18 Q. Okay.
19 A. I know they didn't speak English
20 though.
21 Q. And when you were there and the outside
22 crew was taking the insulation off the boiler, did
23 it create any conditions in the air?
24 A. Say again.
25 Q. When you were there when the insulation

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1 was getting taken off, did it create any conditions
2 in the air?
3 A. Yes, sir.
4 Q. And what kind of conditions were those?
5 A. There was all kinds of dust.
6 Q. And did you guys breathe that dust?
7 A. Yes, sir.
8 Q. Were you and Ronnie wearing any type of
9 respiratory protection at that time?
10 A. No, sir.
11 Q. All right.
12 One more question, going back to that
13 first boiler at Lee: When the insulation was being
14 put back on the boiler, was -- were you guys still
15 there?
16 A. Yes, sir.
17 Q. Okay. Do you remember if they used new
18 insulation or if they were reusing the old
19 insulation?
20 A. As far as I know, they used new.
21 Q. Okay. That -- when you guys got there
22 for that first boiler, was all the insulation
23 completely off of the boiler?
24 A. No, sir. There were still areas where
25 it would be piled up in the buckstays where we had

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1 to work. It would be dust and stuff.
2 COURT REPORTER: Did you say, buck
3 stage?
4 THE WITNESS: Yeah. It's just a -- it
5 was a big steel beam. You know, they just called
6 it buckstays. I don't know why.
7 BY MR. HUMEN:
8 Q. And is -- is the process of re-tubing a
9 boiler, is that pretty much the same, regardless of
10 what plant you were at?
11 A. No, sir, because the first boiler, it
12 was different than the second boiler. You know,
13 the water wall tubes on the second boiler was a
14 whole lot bigger.
15 Q. Okay.
16 A. But it was a smaller boiler.
17 Q. The second boiler or the first boiler?
18 A. The second boiler.
19 Q. Okay.
20 A. Which don't make sense.
21 Q. All right.
22 How many -- do you remember how many
23 boilers you worked on at Lee?
24 A. We worked on all three of them.
25 Q. All three? Okay.

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1 A. But we did different jobs on each one
2 of them.
3 Q. Okay. So each boiler was a different
4 job?
5 A. Yeah. Yes, sir.
6 Q. How long does it take to re-tube a
7 boiler?
8 A. It all depends on the size. The first
9 one was the biggest. It took the longest because
10 they almost just gutted it and rebuilt it.
11 Q. Okay. And so do you remember about how
12 long that job took?
13 A. I'm pretty sure it took about two
14 months.
15 Q. Okay. What about the second boiler?
16 A. It took a little bit -- a little bit
17 less, because it -- it's -- it was quite a bit
18 smaller.
19 Q. So -- and when you're talking about
20 these sizes, so with the first boiler, you said it
21 was bigger. And how big of a boiler are we talking
22 about?
23 A. They cut the tubes, the water wall
24 tubes, off on the fourth floor.
25 Q. Okay. So we're talking at least four

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1 stories tall?
2 A. Yes, sir.
3 Q. Okay. When you say the second boiler
4 was smaller, how big are we talking about with that
5 one?
6 A. Well, it's the same -- same -- same
7 height, but you know, it's -- the inside is not as
8 big.
9 Q. Okay. So how big of an inside are we
10 talking about on the first boiler?
11 A. The inside of it was bigger than this
12 room, the inside of it was.
13 Q. Okay. I mean, so the people on the
14 jury who are going to be watching this can't really
15 see the size of this room, so can you give me kind
16 of an estimate, as best you can?
17 A. I -- let's see. I know it was over
18 20 feet wide.
19 Q. Okay. That's fair.
20 What about the second boiler? Do you
21 know about how wide that was?
22 A. No, sir.
23 Q. Okay.
24 A. Like I said, on the second one, we did
25 a different job. We didn't do the water wall tubes

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1 on the second one.
2 Q. Okay. So what did you do on the second
3 one?
4 A. We worked in a different area. It was
5 down next to the drum. I don't know if it was in
6 the -- it was just a different area. I can't
7 remember.
8 Q. Okay.
9 So for the second one, you said you
10 were there when some insulators were taking the
11 insulation off?
12 A. Yes, sir.
13 Q. And then what did you guys do from
14 there once insulation was off?
15 A. Well, we took the skins -- we took all
16 the skins off.
17 Q. How do you take the skins off a boiler?
18 A. It's a process called air arcing.
19 Q. Can you just kind of give me a, I
20 guess, layman's explanation of it?
21 A. Well, it's -- like you have a welding
22 lead hooked to an airline, and you have a long rod
23 that's a thing that -- it's a rod that goes in
24 there, and the air blows down the nozzle, and you
25 can cut with it.

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1 Q. Okay.
2 A. And it shoots fire everywhere.
3 Q. All right.
4 So you pulled the skins off, and then
5 what did you do after that?
6 A. We pulled the skins off, and then we
7 went to that other area where we was working,
8 putting the tubes -- taking the tubes out of the
9 drum and putting them back in.
10 Q. Okay. And then once you took the tubes
11 out and put them back in, what did you do from
12 there?
13 A. Then we went back and started putting
14 the skins back on the boiler.
15 Q. Okay. When --
16 A. There was another crew that done the
17 water wall on that boiler.
18 Q. Okay.
19 A. Because they were individual tubes.
20 They wasn't -- they didn't come in a panel.
21 Q. Okay. And were they working on those
22 water wall tubes while you guys were working --
23 A. Yes, sir.
24 Q. -- in the drum?
25 Were there other -- when you guys were

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1 working on the boilers, were there other trades and
2 other crews working in the same room, in the same
3 area as you?
4 A. On the second one there wasn't, because
5 our crew was the only one that could get in there
6 because it was a -- like some of us was in the
7 drum, some of us on the outside of the drum.
8 Q. Okay.
9 What about the third boiler at Lee?
10 What did you guys do on that one?
11 A. I think we done the drum, too, on it.
12 Q. So would that be the same as what you
13 just described on the second one?
14 A. Yes, sir.
15 Q. Okay.
16 A. Oh, yeah. They were rebuilding the
17 turbines, too, in the turbine building.
18 Q. And was that when you were at Lee?
19 A. Yes, sir.
20 Q. Okay. Were -- is the turbine building
21 a different building than the -- where the boilers
22 are?
23 A. Boilers -- it was all in there, in the
24 turbine building.
25 Q. Okay. So were the -- did you -- at

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Page 38 1 that point did you guys do any work on the 2 turbines? 3 A. No, sir. 4 Q. Okay. 5 A. But we'd pass by it every day. 6 Q. Okay. And what kind of work were they 7 doing on the turbines? 8 A. I don't really know. I don't know if 9 they -- they took the rotor out and had it redone 10 or what, but they was... 11 Q. Do you remember if those turbines were 12 insulated? 13 A. No, sir. 14 Q. Okay. Do you know if -- and were they 15 working on that turbine while you guys were in the 16 same area? 17 A. Yes, sir. 18 Q. Do you remember, if they were working 19 those turbines, whether it was creating any 20 conditions in the air? 21 A. The whole area was dusty, the whole 22 building. 23 Q. Okay. 24 A. Where we was working. 25 Q. Do you remember, I guess, how long that	Page 40 1 can remember, the -- they bolted onto the top of 2 it, the top of the -- this hopper was made kind of 3 like a -- like that, and they had this trough at 4 the top, that this seal come down in. The boiler 5 would grow, and it would seal off in that water 6 because it grew from the middle. It grew down and 7 grew up, and that was what sealed it off at the 8 bottom. 9 Q. Okay. And so, I guess, specifically, 10 then, what were you guys replacing or working on in 11 there? 12 A. We replaced the whole new water seal. 13 Q. Okay. 14 A. The area that held the water. 15 Q. Okay. 16 A. And we attached the part to the tubes 17 that come down, that -- it sealed off. 18 Q. How often, when you were doing boiler 19 work with Ronnie, did you have to also work on the 20 ash hopper? 21 A. Well, that was the only time we worked 22 on the ash hopper, was, at that time, was on that 23 first boiler. 24 Q. And when you say the first boiler, 25 you're talking about the first boiler at Lee?
Page 39 1 job was that you were working around the turbines 2 while it was being redone? 3 A. It was during the two months we were 4 there. 5 Q. Okay. Are you familiar with an ash 6 hopper on a boiler? 7 A. Yes, sir. 8 Q. And what is an ash hopper? 9 A. When the boiler's burning, it don't 10 have a floor in it that -- it just burns in there, 11 and all the ashes come down to the water and wash 12 it out through the bottom -- 13 Q. Okay. 14 A. -- to the ash hopper. 15 Q. Did you ever do any work on the ash 16 hoppers with Ronnie? 17 A. We worked in the -- where the ash 18 hopper was, doing -- putting the seals back around 19 the top of the -- what you call the water seal. 20 Q. Okay. And can you just, I guess, walk 21 me through the process of doing that work? 22 A. Well, the best I can remember, we had 23 to crawl in this little area, and there was about 24 three of us in there at a time. Some of us would 25 be in there and some on the outside. As far as I	Page 41 1 A. Yes, sir. 2 Q. Okay. 3 Did that work that you were doing on 4 the ash hopper on the boiler at Lee, was that a 5 dusty job? 6 A. Yes, sir. 7 Q. And I guess, when you were working on 8 that ash hopper, were you wearing any type of 9 respiratory protection? 10 A. No, sir. 11 Q. Okay. 12 Now, did you ever do any work on any 13 smaller water heaters at any of the plants? 14 A. Yes, sir. 15 Q. And -- 16 A. Well, it was -- we called them moisture 17 separators. 18 Q. Did you say moisture separators? 19 A. Yes, sir. 20 Q. And can you just kind of explain to me 21 what those are? 22 A. They're supposed to take the moisture 23 out of the steam that goes to the steam generator. 24 Q. Okay. And how big of a piece of 25 equipment are we talking about?

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42 to 45

Page 42 1 A. Well, like I say, it's bigger enough, 2 you can get in it. They're big. They're pretty 3 big. 4 Q. Okay. Was there -- did you work on 5 these moisture separators at multiple plants or 6 just at one? 7 A. Just at Oconee. 8 Q. Okay. And what type of work did you do 9 on the moisture separators? 10 A. We were rebuilding them. 11 Q. And what did that involve? 12 A. They had tubes in them, and things they 13 called fins, and they were -- they replaced the 14 tubes -- they called it a tube bundle -- replaced 15 it and the fins, and they had to be modified some. 16 Q. Okay. And was this something you did 17 inside the moisture separator? 18 A. Yes, sir. 19 Q. Okay. And how did you get into the 20 separator? 21 A. Through a manway. 22 COURT REPORTER: Through a what? 23 THE WITNESS: A manway hatch. 24 COURT REPORTER: Manway. Thank you. 25	Page 44 1 insulation? 2 A. In -- on the moisture separator? 3 Q. Yes, sir. 4 A. Not as I know of. 5 Q. Okay. 6 Was anything about your work on those 7 moisture separators -- did anything about it 8 generate any kind of dust? 9 A. Well, it was -- a lot of it was 10 contained because it was, you know, it didn't go 11 out as much as, you know, because it was in a 12 contained area. 13 Q. When you say, it was in a contained 14 area, what do you mean? 15 A. Yes, well, you worked inside of it, you 16 know, and there was just open hatches. 17 Q. Okay. Was -- did any of your work 18 inside generate any dust inside the equipment? 19 A. Yes, sir. 20 Q. And I guess, what work generated dust? 21 A. Grinding. 22 Q. And what were you grinding? 23 A. And welding. 24 Q. What about you grinding? 25 A. The metal.
Page 43 1 BY MR. HUMEN: 2 Q. Were these moisture separators 3 insulated? 4 A. Yes, sir. 5 Q. Did the insulation have to be taken off 6 for your work? 7 A. No, sir. 8 Q. Okay. 9 A. Some of it did, but not all of it. 10 Q. Okay. When you say, some of it, 11 explain what you mean. 12 A. Where the tube bundles come out, had to 13 be taken off. 14 Q. Was that something you guys did or did 15 someone else -- 16 A. No, sir. 17 Q. Were you guys present when the 18 insulation was being taken off? 19 A. No, sir. 20 Q. Okay. Did whoever came through and 21 took the insulation off, did they get it all off? 22 A. Well, like I said, they didn't take it 23 all off. They just take partial off. 24 Q. I guess, for the area you guys were 25 working, did you ever have to disturb any of that	Page 45 1 Q. Okay. 2 Do you recall the names of any of the 3 manufacturers of any of the boilers you worked on 4 with Ronnie while at Duke? 5 A. No, sir. 6 Q. Now, you -- I'd like to talk about 7 turbines a little bit. And you mentioned -- 8 A. Wait a minute. Say again. 9 Q. I'd like to talk about the turbines a 10 little bit now. 11 A. Yes, sir. 12 Q. And you mentioned -- you already talked 13 about the work at Lee where they were tearing down 14 the turbine around you. Did you ever do any other 15 work on turbines with Ronnie at any point? 16 A. At one time we -- 17 DEFENSE COUNSEL: Objection. 18 Q. That's okay. You can go ahead. 19 A. At one time we worked beneath the 20 turbine. It's got a big box underneath of it, and 21 we worked in there. I don't know -- I don't 22 remember what it's called, but we worked in there. 23 Q. Okay. And what were you doing 24 underneath the turbine? 25 A. We were cutting out some deleted

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Page 46 1 systems that ran through that, and they were -- I 2 forget what else we was doing, but we was -- we 3 deleted some piping systems that run through it 4 that they wasn't going to -- they didn't need to 5 use it no more. 6 Q. Do you know, were those systems part of 7 the turbine or were they a different system? 8 A. Well, it ran to the turbine. It was, 9 you know, it's -- it's hard for me to say. 10 Q. Understood. 11 Was anyone else doing any work on the 12 turbines while you guys were underneath it? 13 A. Yes, sir. 14 Q. Okay. And what type of work were they 15 doing on the turbines? 16 A. They were taking the rotors, the big 17 rotors out. 18 Q. Okay. And did that involve, I guess, 19 taking the shell off? 20 A. Yes, sir. 21 Q. Do you remember if there was any 22 insulation on that turbine? 23 A. Yes, sir. 24 DEFENSE COUNSEL: Object to the form. 25 Q. Do you recall if -- were you guys	Page 48 1 maintenance and outages at all the plants? 2 MR. GLENN: Object to the form. 3 A. It was part of our job at all the 4 plants. 5 Q. Okay. 6 Now, you mentioned cutting out old 7 valves. Can you just walk me through that process? 8 A. Well, it all depends on if it was 9 bolted in or welded in. If it was bolted in, you 10 unbolt it and remove the valve. And if it's welded 11 in, you either cut it out with a portaban -- 12 portaban saw or a grinding saw or a cutting torch. 13 Q. Okay. And these ones that were flanged 14 and bolted in, was there anything between the pipe 15 and the valve? 16 A. Yes, sir. 17 Q. And what was that? 18 A. It would all depend on the system. If 19 it was a steam system, they would have Flexitallic 20 gaskets, and if it was just water, they would have 21 a rubber gasket. On some valves they even had 22 silver gaskets in them. 23 Q. Okay. And when you were unbolting and 24 pulling these valves out of -- off the flange, did 25 that whole gasket come off --
Page 47 1 present when the insulation was being removed? 2 A. No, sir. 3 Q. Okay. I can't remember if you said or 4 not. What plant was this, that you guys were doing 5 the work underneath the turbine? 6 A. At Ocone. 7 Q. Okay. 8 Did any of the work going on above you 9 on the turbine generate any dust? 10 DEFENSE COUNSEL: Object to the form. 11 A. No, sir. 12 Q. Okay. 13 Now, changing gears a little bit, you 14 mentioned that valves is something else you guys 15 worked on, right? 16 A. Yes, sir. 17 Q. And what type of work did you do on 18 valves? 19 A. Well, it all depends on -- sometimes we 20 would cut out all the valves and install new 21 valves. 22 Q. Okay. 23 I guess, first, taking a little bit of 24 a step back, your work on valves, was this at just 25 one specific plant or was it part of your	Page 49 1 A. Sometimes. 2 Q. And -- 3 A. Most of the time it was stuck to it. 4 Q. Okay. And who was responsible for, I 5 guess, cleaning it when it stuck? 6 A. We were. 7 Q. Okay. And how did you go about 8 cleaning it? 9 A. Well, it all depended. If we could get 10 our air grinder with a wire brush on it, we would 11 grind it off that way, or sometimes we would have 12 to chisel them off. 13 Q. Okay. And did grinding or chiseling 14 off these gaskets create any conditions in there? 15 A. Yes, sir. 16 Q. And what kind of conditions? 17 A. Dust. 18 Q. And was this dust you could see? 19 A. Say again. 20 Q. Was this dust you could see in the air? 21 A. Yes, sir. 22 Q. And did you breathe this dust? 23 A. Yes, sir. 24 Q. And was Ronnie there, doing the same 25 work with you?

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1 MR. GLENN: Object to the form.
2 A. Yes, sir.
3 Q. Okay.
4 When you were doing this work on
5 valves, were you ever wearing any type of
6 respiratory protection?
7 A. It would all depend on the area you was
8 working in.
9 Q. Okay. And explain what you mean by
10 that.
11 A. If you worked in a radiation area, you
12 would wear one if they told you to, you know, if
13 you had to. But most of the time we didn't, we
14 didn't have to wear them. We wore a face shield.
15 Q. Okay.
16 Once the valves were out of the line,
17 were you ever around any type of maintenance on the
18 valve?
19 A. Sometimes.
20 Q. Okay. And who was responsible for
21 doing maintenance on valves?
22 A. Well, it would be different crews
23 called -- now, because they would have a valve
24 crew. They would break down -- they would take
25 check valves apart and work on them.

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1 Q. Okay. Was it only the check valves
2 they took apart or did they --
3 A. No. Sometimes they took some valves
4 apart -- well, not apart -- they would take and put
5 more packing in them.
6 Q. Okay.
7 A. Repack them, take the old packing out.
8 Q. Okay.
9 A. What was left.
10 Q. So first, when you saw the valve crew
11 repacking the valves, did they have to open up the
12 valve first?
13 A. Yes, sir.
14 Q. Okay. And how did you observe them
15 taking out the packing?
16 A. Well, some of them had what's called a
17 packing gland. You'd run it up and dig the packing
18 out.
19 Q. Okay. Did removing that packing --
20 A. Unless -- unless you took the whole
21 valve out of the system.
22 Q. Understood.
23 Did removing that packing create any
24 kind of conditions in the air?
25 MR. GLENN: Object to the form.

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1 A. Yes, sir, because when they'd get all
2 they could get out, they would take air hoses and
3 blow and clean everything out.
4 Q. How far would you and Ronnie be from
5 this work on the valve?
6 A. At different times we would be like
7 maybe ten feet.
8 Q. Okay. How often were you and Ronnie
9 around people -- I guess -- strike that. Let me
10 re-ask my question.
11 How often did you and Ronnie either
12 remove valves or were you around other people
13 working on valves?
14 A. Well, that would depend on the job. If
15 it was our job to remove valves and replace valves
16 at that time, it would be constant, you know, it
17 would be a lot.
18 Q. Okay. Were these valves that you and
19 Ronnie worked on insulated?
20 A. No, sir.
21 Q. Okay.
22 Do you recall the manufacturers of any
23 of the valves you and Ronnie either worked on or
24 around?
25 A. I can remember Anchor Darling and

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1 Karotest. I can't remember them all.
2 Q. Understood. Is there any reason -- I
3 guess you said you can't remember them all. Any
4 specific reason?
5 A. We worked on so many, it was -- and it
6 wasn't our job to -- our job was, either take it
7 out and replace it or...
8 Q. I understood.
9 Did the way you did your work change
10 based on the name on the valve?
11 A. No, sir.
12 Q. Okay.
13 Do you know if you ever worked with any
14 Hoke valves?
15 A. Hoke?
16 Q. Does that name sound familiar?
17 A. No, sir.
18 Q. Okay.
19 What about does the name, Fisher, sound
20 familiar?
21 A. Fisher. I remember Fisher.
22 Q. Is there any specific valves you
23 associate with Fisher?
24 A. No, sir, but if they were in the plant,
25 the plants that we worked at, we were around them,

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1 because we were -- we didn't just work in one area
2 of the plant. We were all over the plant.
3 Q. All right.
4 A. It would depend on the job. If this
5 job didn't take long, you know, we would get it
6 done, move to another area.
7 Q. Did you ever see any type of warning on
8 any of the valves that you worked on, warning that
9 asbestos is hazardous?
10 A. No, sir.
11 Q. Okay.
12 Now, the next piece of equipment I'd
13 like to talk about is pumps. And you mentioned you
14 guys did some work on pumps, correct?
15 A. Yes, sir.
16 MR. GLENN: Object to the form.
17 Q. All right. What type of work did you
18 do on pumps?
19 A. Some, whenever they would need to work
20 on a pump or take it out of the system, we would
21 have to unhook the pipe.
22 Q. And how did you go about unhooking the
23 pipe from pumps?
24 A. Well, it all depends. Most of the time
25 it was bolted, and we would unbolt it.

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1 Q. And what kind of connection was it if
2 you were unbolting it?
3 A. It would be a flange.
4 Q. Okay. And did the flanges on the pumps
5 have gaskets, similar to what you were talking
6 about with the valves?
7 A. Yes, sir.
8 Q. And how did you go about removing the
9 gaskets from the pumps?
10 A. Well, like I say, if it was stuck, you
11 would either have to chisel it or take a wire brush
12 if you couldn't get an air grinder or anything in
13 there to remove it. Every bit of it had to be
14 removed.
15 Q. And did removing the gaskets from the
16 pump lines create any conditions in the air?
17 A. Yes, sir.
18 Q. And what conditions?
19 A. It would be dusty.
20 Q. Okay.
21 Was this -- was your work on pumps
22 something that was at one specific plant or did you
23 do that as part of your maintenance at all the
24 outages?
25 A. Well, it would depend on what was going

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1 on at the outages wherever we worked at.
2 Q. Okay. Were the pumps that you were
3 removing from the lines insulated?
4 A. I can't remember.
5 Q. Okay.
6 Now, once the pumps were out of the
7 line, who was responsible for performing the actual
8 maintenance on the pumps?
9 A. If it was a big one, they would send
10 them off.
11 Q. Okay. And if it wasn't a big one, then
12 what?
13 A. The pump crew worked on it.
14 Q. Okay. And I guess, where did the pump
15 crew do the work on the pump?
16 A. Well, they would work on it right there
17 in the area.
18 Q. Okay. And what type of work -- was
19 this work that you were -- that you saw going on
20 when you were working with Ronnie?
21 A. Yes, sir.
22 Q. Okay. And what type of work did you
23 see the pump crews doing?
24 A. That -- this one area, they tore the
25 pump apart, and the area where -- but we wasn't

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1 working on the pump. We was working right there,
2 running another line, and they tore the pump all
3 apart.
4 Q. Okay. And once they tore the pump
5 apart, did you see what -- anything else that they
6 did?
7 A. No, sir.
8 Q. Do you know if they had to clean out
9 the pump?
10 A. No, sir.
11 Q. Do you know if they used any compressed
12 air to clean it out?
13 A. No, sir.
14 Q. Okay.
15 Do you remember if any of the work on
16 the pumps, when they were tearing it apart, created
17 any kind of dust?
18 A. No, sir.
19 Q. Okay.
20 How far would you and Ronnie be from
21 the pumps while this maintenance was going on?
22 A. In that area, we was close. We was
23 real close to it.
24 Q. Okay.
25 A. Because it was a small area.

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58 to 61

Page 58 1 Q. And you say, in that area. Is there a 2 specific area you're referring to? 3 A. Yeah, but I can't think -- I was trying 4 to think of the name of the -- I think it was the 5 high pressure intake. 6 Q. And are you thinking of a specific job 7 right now, that you're talking about? 8 A. Yeah. We was running a new system. 9 Q. Okay. 10 And so other than this one job, running 11 the new system, that you're thinking of, was 12 maintenance on pumps done around you guys regularly 13 as part of outages? 14 MR. GLENN: Object to the form. 15 A. Yeah. If we was working in the reactor 16 building, they would -- sometimes they would remove 17 the reactor coolant pump. 18 Q. Okay. And what type of work was done 19 on the reactor? So I guess first, were you and 20 Ronnie responsible for helping pull the reactor 21 coolant pump out of the line? 22 A. We would take the systems loose from 23 it. 24 Q. Okay. And then did the pump crew come 25 in after that and do maintenance?	Page 60 1 going on? 2 MR. GLENN: Object to the form. 3 A. At least weeks at a time. 4 Q. Do you recall the manufacturers of any 5 of the pumps that you and Ronnie either worked on 6 or around? 7 A. No, sir. 8 Q. Do you remember if you ever worked on 9 any pumps made by Bell & Gossett? 10 A. I can't recall, but if they were at the 11 plant, we worked around them. 12 Q. All right. Fair enough. 13 Was it your job to pay attention to the 14 names on the pumps? 15 A. No, sir, it wasn't. 16 Q. Did the way you performed your job 17 change based on the name that was on the pump? 18 A. No, sir. 19 Q. Okay. 20 Did you ever wear any type of 21 respiratory protection working around pumps? 22 A. Yes, sir. 23 Q. Okay. And when would you do that? 24 A. When it was called for by, you know, 25 RPs.
Page 59 1 A. No. They pulled the pump, took the 2 whole pump out. 3 Q. Okay. Did they take the pump to a 4 separate location for work? 5 A. Yes, sir. 6 Q. Okay. Got you. 7 A. But they had a building they took it 8 to. 9 Q. Okay. Do you remember if those reactor 10 coolant pumps were insulated? 11 A. No, sir, I don't remember that. 12 Q. Okay. Do you remember if those were 13 flanged in or if they were welded in? 14 A. All that we cut loose was flanged. 15 Q. Okay. 16 A. And the connections to it. 17 Q. How often were you working with Ronnie 18 when you were either removing pumps from lines or 19 you were around the pump crew, doing maintenance on 20 pumps? 21 A. Well, like I said, it all depended on 22 the job. If they were -- if we was working in this 23 area and they was working on a check valve in this 24 area, we would be 10 to 20 feet away. 25 Q. Okay. And how often would that be	Page 61 1 Q. And was there specific locations that 2 was called for or was that a specific point in 3 time? 4 A. It was earlier. 5 Q. All right. And I guess, what is your 6 understanding of, why would you have to wear 7 respiratory protection in certain areas? 8 A. If there was airborne -- airborne 9 radiation. 10 Q. Okay. 11 A. Contamination. Not ra- -- airborne 12 contamination. 13 Q. And so other than, I guess, the 14 radiation areas, were you ever wearing respiratory 15 protection around the pumps? 16 A. No, sir. 17 Q. Did you ever see Ronnie wearing 18 respiratory protection around the pumps, other than 19 radiation areas? 20 A. No, sir. 21 Q. Did you ever see any warnings on any of 22 the pumps that asbestos is hazardous? 23 A. No, sir. 24 Q. Okay. 25 Did you and Ronnie ever do any work on

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Page 62 1 any steam traps? 2 A. Yes, sir. 3 Q. Okay. What type of work did you do on 4 steam traps? 5 A. At Oconee we were working in the 6 turbine building. I forget what we was doing, but 7 I think we was replacing them. 8 Q. Okay. Walk me through the process of 9 replacing a steam trap? 10 A. Well, it would all depend on the kind 11 it was, you know, some of -- small ones are, you 12 know, they're screwed in, you know, and you can 13 remove them. If they're big, they're bolted in. 14 Q. Okay. And when you say small and big, 15 is there a certain size that you're kind of 16 referring to? 17 A. Yes, sir. 18 Q. So what would a small steam trap be? 19 A. Where you can hold it -- well, hold it 20 in your hand. 21 Q. Okay. What about a big steam trap? 22 A. No. You had to use a chain for all the 23 stuff on a big one. 24 Q. Okay. So you said the small ones are 25 screwed in and the big ones are bolted in. So	Page 64 1 Q. Okay. Did you ever have to disturb or 2 remove any excess insulation when you were removing 3 these steam traps? 4 A. Not removing it. At that certain time, 5 we didn't. 6 Q. Okay. 7 Now, you mentioned that the bigger 8 steam traps were bolted in. Does that mean that 9 they were flanged? 10 A. Yes, sir. 11 Q. Okay. And did those flanges also have 12 a gasket? 13 A. Yes, sir. 14 Q. All right. And who was responsible for 15 removing that gasket? 16 A. We would. 17 Q. Okay. And did you remove the gasket 18 from the steam traps the same way you already 19 described -- 20 A. Yes, sir. 21 Q. -- for the pumps and the valves? 22 A. Yes, sir. 23 Q. Okay. And so you'd still use that same 24 wire brush or chisel? 25 A. Yes, sir.
Page 63 1 first walk me through the process of replacing a 2 small steam trap. 3 A. Well, if it's screwed in, you would 4 have to -- somewhere it would have to have a union. 5 You'd break loose and work your way back, because 6 it would have check valves on each side of it. 7 Q. Okay. 8 Were any of these steam traps 9 insulated? 10 A. They would be afterwards, you know, 11 after we worked on them. 12 Q. So were they insulated before you 13 started working on them? 14 A. Yeah, but they remove it. 15 Q. Okay. And when you say, they, who are 16 you talking about? 17 A. The insulators. 18 Q. Would these have been Duke insulators 19 or outside contractors? 20 A. It all depended on the plant. 21 Q. Okay. When they came through and took 22 the insulation off, did they get all of the 23 insulation off of the steam trap? 24 A. No, sir. Well, they would get most of 25 it off.	Page 65 1 Q. And did removing the gaskets from the 2 steam traps create any kind of conditions in the 3 air? 4 A. Yes, sir. 5 Q. And what kind of -- 6 A. If you used an air grinder, it would 7 create a lot of dust. 8 Q. Okay. Did you ever wear any type of 9 respiratory protection when you were removing these 10 steam traps? 11 A. No, sir. It would depend on the area 12 you was working in. 13 Q. And I guess -- so when you say, the 14 area, I guess, is it the same as you were talking 15 about with the pumps, where if it was radiation, 16 you would wear it? 17 A. Yes, sir. 18 Q. Other than for radiation, did you ever 19 wear any respiratory protection for -- 20 A. No, sir. 21 Q. Did you ever see Ronnie wearing any 22 respiratory protection working with steam traps, 23 other than for radiation? 24 A. No, sir. 25 Q. Okay.

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Page 66	Page 68
1 How often did you and Ronnie have to 2 work on steam traps? 3 A. That was the only job I remember there 4 that we worked on one, was at the Oconee. 5 Q. Okay. So the Oconee and the turbine 6 building is the only time you remember? 7 A. Yes, sir. 8 Q. Do you remember who manufactured any of 9 the steam traps you guys worked on? 10 A. No, sir. 11 Q. Okay. Do you remember if you ever saw 12 any warnings about asbestos on any of the steam 13 traps you guys worked on? 14 A. It would be on the insulation, next to 15 them, you know. 16 Q. Okay. 17 A. On the piping system itself. That was 18 later, later on. 19 Q. Okay. So that job that you remember at 20 Oconee with the steam traps was, I guess, later on 21 in your time at -- 22 A. No, sir. 23 Q. Okay. So just so I'm understanding, 24 there was a point in time where Duke started 25 putting warnings on the insulation?	1 equipment I'd like to talk about that you mentioned 2 was precipitators. 3 A. Yes, sir. 4 Q. And what is a precipitator? 5 A. It's part of a -- it's a part of -- I 6 guess it's part of the boiler at steam stations. 7 Q. All right. And I guess, how big of a 8 piece of equipment are we talking about? 9 A. It's big. You can get inside of it. 10 Q. Okay. Do you know what the 11 precipitators did? 12 A. No, sir. 13 Q. Okay. 14 A. I think it was something to do with 15 taking stuff out of the smoke before it went to the 16 smokestack. 17 Q. Okay. Did you ever work on any 18 precipitators when you were working with Ronnie? 19 A. Yes, sir. 20 Q. And what kind of work did you do on the 21 precipitators? 22 A. That, I can't remember. We went into 23 the pre- -- inside of it, and was doing something. 24 I can't remember what it was. 25 Q. All right. Was this one specific job
Page 67	Page 69
1 A. Yes, sir. 2 Q. Do you remember seeing those warnings 3 during this job you were talking about with the 4 steam traps? 5 A. No, sir. 6 Q. Okay. Do you remember seeing any 7 warnings actually on the steam traps about 8 asbestos? 9 A. No, sir. 10 Q. Okay. 11 A. Not to my... 12 Q. Okay. 13 You know, we've been going about an 14 hour. I think this is probably a good little kind 15 of breaking point to do a little -- so let's go off 16 the record, give you a little five-minute break. 17 A. Okay. 18 VIDEOGRAPHER: Off the record at 19 10:07 a.m. 20 (After a recess, proceedings were 21 continued as follows:) 22 VIDEOGRAPHER: On the record at 23 10:17 a.m. 24 BY MR. HUMEN: 25 Q. All right, Mr. Bell. The next piece of	1 or did you work on them any time you were doing 2 boiler outages? 3 A. Just one. 4 Q. Okay. Do you remember what plant that 5 was -- this was at? 6 A. Lee Steam Station. 7 Q. Okay. That was at Lee? 8 And you said you went inside. How did 9 you get inside the boiler? 10 A. We went through a hatch. 11 Q. Through a hatch? Okay. 12 And you said you didn't remember what 13 work you were doing inside? 14 A. No, sir. 15 Q. Do you remember if these precipitators 16 were insulated? 17 A. On the outside? 18 Q. Yes, sir. 19 A. No, sir. 20 Q. Okay. They weren't, or you just don't 21 remember? 22 A. They weren't. 23 Q. Okay. 24 Did -- the hatch you used to get in, 25 did it have any kind of gasket material holding it

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1 on?

2 A. Yes, sir.

3 Q. And I guess, did you have to remove

4 that gasket material to get into the hatch?

5 A. No, sir, we didn't.

6 Q. Okay.

7 Do you remember how long you spent

8 working on the precipitators?

9 A. It was probably two or three weeks.

10 Q. Was this something that just, I guess,

11 you, Ronnie, and -- or your crew did, or were there

12 other trades working on the precipitators at the

13 same time?

14 A. No, sir. That was just our crew.

15 Q. Okay.

16 Now, another piece of equipment you

17 mentioned was cooling towers.

18 A. Yes, sir.

19 Q. And did you ever do any work on any

20 cooling towers with Ronnie?

21 A. No, but Ronnie worked on -- Ronnie and

22 some of the other welders worked on one at Lee, but

23 I didn't have to work on it.

24 Q. Okay. Is that something you saw him

25 doing?

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1 A. Yes, sir.

2 Q. Okay. And what kind of work did you

3 see him doing on the cooling towers at Lee?

4 A. They were putting in new slats in it

5 because it was -- had redwood slats in it.

6 COURT REPORTER: Did you say redwood

7 slats?

8 THE WITNESS: Redwood.

9 COURT REPORTER: Thank you.

10 THE WITNESS: That's what they were

11 made of. I -- the old ones were. I assume that

12 the new ones were. I'm not for sure.

13 BY MR. HUMEN:

14 Q. Okay. What about, did you ever do any

15 work on any cooling towers at Catawba?

16 A. Yes, sir.

17 Q. Okay. And what work did you do on

18 cooling towers at Catawba?

19 A. Something must have broke, because we

20 was welding and grinding.

21 Q. Okay.

22 A. And working on the fins, and it -- they

23 were made out of something else.

24 Q. And when you say, the fins --

25 A. Or slats, whatever they are that let

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1 the water run down through.

2 Q. Okay. And you were welding and

3 grinding on those fins or slats?

4 A. Yes, sir.

5 Q. All right. Is that work you did with

6 Ronnie?

7 A. Yes, sir.

8 Q. Did welding and grinding those slats

9 create any kind of dust?

10 A. Yes, sir.

11 Q. Okay. Did you ever -- I guess, is it

12 dust you could see in the air?

13 A. Yes, sir.

14 Q. And did you breathe that dust?

15 A. Any time you grind with an air grinder,

16 you would see dust.

17 Q. Okay. Were you ever wearing any type

18 of respiratory protection when working on those

19 cooling towers at Catawba?

20 A. When we first worked on them, we

21 didn't.

22 Q. Okay. Did you ever see Ronnie wearing

23 any type of respiratory protection when you were

24 working on them at Catawba?

25 A. Not at fist.

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1 Q. You say, not at first. Did you work on

2 these cooling towers at Catawba multiple times?

3 A. Yes, sir.

4 Q. Okay. So I guess you mentioned the

5 first time was welding, grinding those slats, or

6 did you do -- did you do that same job multiple

7 times?

8 A. Say again.

9 Q. Was that job you were telling me about,

10 welding and grinding the slats, was that just one

11 job or did you do that multiple times?

12 A. That was just one job.

13 Q. Okay. What else did you do on the

14 cooling towers?

15 A. Next time I worked on them, you had to

16 dress out, wear a full-face respirator and all

17 that.

18 Q. Okay. And what type of work did you

19 do?

20 A. I can't remember.

21 Q. Okay.

22 A. All -- I remember going and working on

23 them.

24 Q. Okay. And did you say you had to wear

25 a full-face respirator after that?

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Page 74	Page 76
1 A. Yes, sir. 2 Q. Did you have an understanding of why? 3 A. Well, they told us it was because of 4 Legionnaires' disease. 5 Q. Okay. And you said you don't remember 6 what type of work you were doing? 7 A. No, sir. 8 Q. That job that you were working on the 9 slats, the first time, do you remember about how 10 long that job lasted? 11 A. Probably three days. 12 Q. Okay. 13 Was this -- this cooling tower at 14 Catawba, how big of a piece of equipment are we 15 talking about? 16 A. They're big. 17 Q. Was your work -- were you on the 18 outside or the inside of the cooling tower? 19 A. Some of it was on the inside and some 20 of it was on top of it. 21 Q. Okay. 22 A. And one time we worked in the bottom of 23 it. Like I said, I can't remember what we were 24 doing. 25 Q. Okay. So you -- and that was at the	1 Anywhere besides Catawba that you 2 worked on cooling towers with Ronnie? 3 A. No, sir. 4 Q. Okay. 5 Do you know who made the cooling towers 6 at Catawba? 7 A. No, sir. 8 Q. Okay. Did you ever see any kind of 9 warnings for asbestos on the cooling tower at 10 Catawba? 11 A. No, sir. 12 Q. Okay. 13 Now, when you were working outages with 14 Ronnie at these different plants, was it just pipe 15 fitters and welders doing the work or were there 16 other trades there as well? 17 A. There was different trades. 18 Q. Okay. What kind of trades were also 19 doing work there? 20 A. There was, of course, there was the 21 insulators there, you know, scaffold builders, and 22 they were working on the turbines and, you know, 23 turbine crew. 24 Q. Okay. Was this -- I guess, when you're 25 doing these outages, is it, your crew goes in and
Page 75	Page 77
1 time you were wearing the full-face respirator, you 2 were in the bottom of it? 3 A. The first time, we didn't have to wear 4 the respirator. 5 Q. Okay. So -- and just so I'm clear, so 6 the first time you were there was when you were 7 working on the slats -- 8 A. And -- 9 Q. -- doing the welding and -- 10 A. -- working on -- in the bottom and on 11 the slats and on the top. 12 Q. Okay. Got you. So you did all three 13 of those things -- 14 A. Yes, sir. 15 Q. -- that first time. 16 And then the second time you worked on 17 them was when you had to wear the respirator? 18 A. Yes, sir. 19 Q. And you don't remember exactly what you 20 were doing? 21 A. No, sir. 22 Q. Okay. Is it just those two times, you 23 worked on the cooling towers? 24 A. Yes, sir. 25 Q. Okay.	1 gets your job done and then the next crew comes in, 2 or how does that work? 3 A. Well, you finish one job, and then you 4 would have another, like after we re-tubed, then we 5 would put the skins back on, re-skin the boiler. 6 Q. And were other crews in the same area 7 at the same time? 8 A. Yes, sir. 9 Q. And so was everyone just doing all of 10 their work all together? 11 A. Yeah, in a different area. We put up 12 like welding blinds, you know, to block off the 13 glare from the welding and not the grinding sparks 14 on the other crew. 15 Q. Okay. And do you have an understanding 16 of why it was that basically all the crews were in 17 there together? 18 A. Sir? 19 Q. Do you have an understanding of why all 20 the other crews were just all working together? 21 A. Yeah, because time is money. 22 Q. Okay. 23 Now, you mentioned, you've already 24 talked a little bit about it, but do you recall 25 ever seeing outside contractors working at Duke

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Page 78 1 while you guys were doing outages and work? 2 A. Yes, sir. 3 Q. And you already mentioned, during the 4 construction at Catawba, that you saw Covil there? 5 A. Yes, sir. 6 Q. Do you remember ever seeing Covil at 7 any other places? 8 A. No, sir. 9 Q. Okay. Do you remember any other 10 contractors you saw that there? 11 A. Bahnson was at Catawba. 12 Q. Bahnson? 13 A. Bahnson. 14 Q. B-A -- is that -- 15 A. I don't know how you spell it. 16 Q. Okay. Bahnson, as in like 17 B-A-H-N-S-O-N? 18 A. Yeah. 19 Q. And what did you see Bahnson doing? 20 A. They done duct work. 21 Q. When you say, duct work, can you just 22 explain it to me? 23 A. Air duct, you know, and they did some 24 instrument control valves. 25 Q. Okay. When you say they were doing	Page 80 1 you know, panels that have all kind of instruments 2 on them. 3 Q. Okay. 4 Anything else you remember seeing 5 Bahnson workers doing? 6 A. No, sir. 7 Q. All right. And was this all during the 8 new construction at Catawba? 9 A. Yes, sir. 10 Q. Did you ever see Bahnson at any other 11 of the Duke sites doing work? 12 A. Yeah, at the Oconee. 13 Q. Okay. And what did you see them doing 14 at Oconee? 15 (The proceedings were interrupted.) 16 Q. I'll just -- I'll repeat the question. 17 What -- what work did you see Bahnson 18 employees doing at Oconee? 19 A. They was running some new ductwork. 20 Q. Anything other than running new 21 ductwork? 22 A. No, sir. 23 Q. Okay. 24 Do you remember seeing any other 25 contractors at any of the Duke plants?
Page 79 1 instrument control valves, what do you mean? 2 A. I really don't know because I didn't 3 work around them. 4 Q. Okay. 5 A. I knew they were because they had a 6 shop their self that they worked out of. 7 Q. Okay. I guess, how did you know they 8 were Bahnson contractors? 9 A. Well, I rode back and forth with some 10 of them. 11 Q. Okay. Fair enough. Were you and 12 Ronnie ever working around the Bahnson employees? 13 A. Yeah. 14 Q. And what -- and so you -- 15 A. Yeah, we would work in the same area. 16 Q. Okay. 17 A. When they had a job in our area, we 18 worked in -- we would go in their area where they 19 were working. 20 Q. Okay. So you saw them working, doing 21 duct work. And was that creating new ducts? 22 A. Yes, sir. 23 Q. Okay. And then you saw them working on 24 instrument control valves? 25 A. That's -- they would like build panels,	Page 81 1 A. Yes, sir. Atlantic Group. 2 Q. And that was later on, right? 3 A. Yes, sir. 4 Q. Okay. We'll talk about that one in a 5 few minutes. 6 A. And Fluor Daniel. 7 Q. Okay. And what did you see Fluor 8 Daniel doing at Duke? 9 A. They were running pipe, like we were. 10 Q. All right. Any specific sites you 11 remember seeing Fluor Daniel? 12 A. I didn't hear that. 13 Q. Any certain Duke plants that you 14 remember seeing Fluor Daniel? 15 A. Just at Oconee. 16 Q. At Oconee? And would this have been 17 during times you were there, doing maintenance? 18 A. Yes, sir. Now, Atlantic Group was at 19 McGuire and Catawba. 20 Q. And as far as the work you saw Fluor 21 Daniel doing, was it all new construction or were 22 they working on old equipment and pipes as well? 23 A. It was on new stuff. 24 Q. Okay. Did they have to remove any old 25 pipes or equipment to do their work?

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Page 82 1 DEFENSE COUNSEL: Object to the form. 2 A. I'm sure they did. 3 Q. Did you ever see any of Fluor Daniel's 4 employees removing old pipe and equipment? 5 A. No, sir. 6 Q. Okay. 7 Did -- any other contractors you 8 remember working at any Duke plants? 9 A. No, sir. We had some, like special 10 people come in. Sometimes we worked around them. 11 But I don't know who they were, you know. 12 Q. Okay. When you say, special people, 13 can you just kind of explain what you mean? 14 A. Like one time we had to -- they had to 15 do a wet tap for us. 16 Q. And what is a wet tap? 17 A. You have to -- you had to -- like they 18 was putting in a new system, coming off the system, 19 and they had to go in there and stop the water and 20 drill into the pipe, you know, and, well, we had to 21 weld the connection on first, and then they hook up 22 this big old machine that cut a center out. It 23 went through a valve. And then they pull that out 24 and they shut the valve so the water stayed on. 25 Q. Okay. And you said an outside	Page 84 1 and stuff from them or not. I don't know. But he 2 was like a specialist guy, a technician. 3 Q. Okay. And he oversaw your work on the 4 moisture separator? 5 A. Yes, sir. 6 Q. Any other times you remember any 7 outside contractors coming in? 8 A. Well, on boiler works, we would have an 9 outside guy that would be over the boilers. 10 Q. Was that on pretty much any time you 11 were doing boiler work? 12 A. Yes, sir. 13 Q. Do you have any understanding of why 14 they brought in an outside guy to oversee the 15 boiler work? 16 A. No, sir. 17 Q. Do you know what company the guy would 18 come in from? 19 A. No, sir. 20 Q. Do you know if he was, I guess, there 21 from the boiler company? 22 A. I don't know. 23 Q. Okay. 24 What I'd like to do, and going through 25 this equipment, we've talked about some specific
Page 83 1 contractor came in to do that work? 2 A. Yes, sir, and I think they were from 3 Texas. 4 Q. Okay. 5 A. I'm not for sure, but I think. 6 Q. Okay. Any other -- 7 A. Oh, yeah. We worked for another guy. 8 I know he was from Houston, Texas. And that was 9 when we worked on the moisture separators. 10 Q. And you said you were working for a 11 guy -- 12 A. He was like the technician over at -- 13 Q. Was he a Duke employee? 14 A. No, sir. 15 Q. Do you know what company he was from? 16 A. No, sir, I do not. 17 Q. Do you know -- were you a Duke employee 18 at that point? 19 A. Yes, sir. 20 Q. Do you know why they brought in someone 21 from an, I guess, different company for you to work 22 under? 23 A. No, sir. 24 Q. Okay. 25 A. I don't know if they bought the tubes	Page 85 1 plants, but I'd like to go through and -- kind of 2 some of the other plants that you talked about 3 working with Ronnie, just see what you remember 4 doing there, if that sounds good. 5 So I'd like to start -- and I know 6 we've talked about Lee some, and I know you've 7 already talked about working on the three different 8 boilers and you talked about working on the 9 precipitators and on the ash hopper. Do you 10 remember any other jobs that you did at Lee with 11 Ronnie? 12 A. Yes, sir. We worked on a natural gas 13 line one time. 14 Q. Okay. And what did you do on the 15 natural gas line? 16 A. I can't remember. All I remember is, 17 we had the -- where it run into the building, we 18 had to redo it for some reason. 19 Q. Okay. And what did, I guess, what did 20 that work involve? What did you have to do? 21 A. Grinding and welding, cutting out and 22 replacing. 23 Q. Was this -- did you do any work on any 24 equipment or was this just the gas line? 25 A. We was working on some kind of

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86 to 89

Page 86 1 equipment, but I can't remember what it was. 2 Q. Do you remember what part of the plant 3 it was in? 4 A. It was outside by itself, you know. It 5 was away from the plant. 6 Q. Was this -- 7 A. And we also worked on the smokestack. 8 Q. Okay. So I'll get to the smokestack in 9 just a second, but so as far as this gas line, you 10 were running it and you were, I guess, hooking it 11 up to whatever needed the gas? 12 A. Yes, sir. 13 Q. Do you remember if it was a big piece 14 of equipment or small or... 15 A. Wait a minute. It wasn't a gas line. 16 We was working near the gas line. It was -- I 17 think it was an oil line. Maybe it was an oil line 18 we was working on. 19 Q. Okay. Do you remember what -- what 20 you -- I guess, the reason you were hooking up the 21 oil to it or what it -- 22 A. No, sir, I can't remember. But one 23 reason I remember this is, when we was going to cut 24 out this line, and this other line was a natural 25 gas line, and if we had cut it out like we did this	Page 88 1 into the smokestack. We worked on that too. 2 Q. Was this at Lee? 3 A. Yes, sir. 4 Q. Okay. And what work did you do on that 5 fan? 6 A. There was a shroud that broke, that I 7 guess the water -- the air tunneled through. We 8 had to replace it. 9 Q. And was this fan, I guess, attached to 10 anything or was it just a big fan sitting on its 11 own? 12 A. It was attached to, I guess, to the 13 duct system, and then it blew the smoke up through 14 the coolant -- through the smokestack. 15 Q. Okay. I guess, can you walk me through 16 the process of doing this work on the fan? 17 A. Where it -- the shroud had rusted, and 18 we had to unbolt it and put a new one in, and some 19 of it had to be welded together. 20 Q. Did you have to do anything to, I 21 guess, access the fan? 22 A. Yes, sir. There was an opening that 23 you had to go through -- 24 Q. So was it -- 25 A. -- and take the cover off and go in.
Page 87 1 other line, it would have -- it would have been a 2 disaster -- 3 Q. Fair enough. 4 A. -- if we would have got those lines 5 mixed up. That's the only reason I -- that that 6 come back to me. 7 Q. Okay. 8 And you mentioned a job on the 9 smokestack. And what did you guys do with the 10 smokestack? 11 A. We cut them down and replaced them. 12 Q. All right. And I guess when I think of 13 a smokestack, I basically think of a big metal 14 tube, essentially. 15 A. Yeah. They had a helicopter that set 16 sections down and picked the new sections up and 17 set it. 18 Q. So is this essentially just cutting the 19 metal piece out and putting the new one in? 20 A. Yes, sir. 21 Q. Okay. 22 Now, what about, do you remember doing 23 work at Marshall, that you mentioned? 24 A. There's another thing that we worked 25 on, was the fan that went up, that blew the air up	Page 89 1 Q. Okay. Was it, I guess, already a 2 designed cover to remove? 3 A. Yes, sir. 4 Q. Was it something that was just on the 5 fan or was the fan part of some -- another piece of 6 equipment? 7 A. It was all part of the smoke -- you 8 know, get the smoke out of the -- from the 9 boiler -- 10 Q. Okay. 11 A. -- through the duct system and all 12 that, I guess. 13 Q. Okay. 14 Now, moving on to Marshall. 15 A. Yes, sir. 16 Q. So do you recall how many times you 17 worked at Marshall with Ronnie? 18 A. At least three times. 19 Q. Okay. Do you remember what kind of 20 work you were doing at Marshall with Ronnie? 21 A. We was working in the boiler. 22 Q. Okay. Was that all three times? 23 A. Yes, sir. 24 Q. Do you remember how many boilers were 25 at Marshall?

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90 to 93

Page 90

1 A. I think there was three.
2 Q. Okay. And so were you working on --
3 A. No, I -- I don't know for sure.
4 Q. Okay. Were you working on a different
5 boiler each time?
6 A. Yes, sir.
7 Q. Okay. And would your work on the
8 boilers at Marshall be any different than you were
9 describing earlier for re-tubing boilers?
10 A. Yes, sir. One time, for some reason,
11 we had to go into the boiler. I don't know what we
12 was doing, but there was like big clumps of flash
13 up in the boiler, and they was explaining to us how
14 that -- they had to get all that out, and they said
15 sometimes -- you know, they blew some of it out,
16 you know.
17 Q. Okay. So to get to these, I guess,
18 clumps of flash, is this something that was inside
19 the boiler or was it on the outside?
20 A. Inside.
21 Q. So how did you get to the clumps of ash
22 to clear it out?
23 A. We didn't do it. They was just telling
24 us how they had to remove all of it.
25 Q. Okay. And that was -- so I guess, were

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1 you -- during that trip to Marshall, were you doing
2 any actual work on the boilers?
3 A. Yes, sir. We was doing something with
4 the piping on it.
5 Q. Would that be the external piping?
6 A. One time we done some on the lower part
7 of the boiler. I can't remember what all it was.
8 It was coming off the drum, I think.
9 Q. Okay. To do the work on the -- the
10 piping work on and that work on the drum, did you
11 have to get inside the boiler?
12 A. Yes, sir.
13 Q. Okay. And I guess, to do that, would
14 that be any different than you were describing
15 earlier, where the insulation had to be taken off
16 and then you cut the skin off?
17 A. No, sir.
18 Q. Okay. Do you remember when you were
19 doing -- and so -- strike that. Let me re-ask my
20 question.
21 So you said you didn't work on all
22 three of the boilers at Marshall?
23 A. No.
24 Q. Or --
25 A. As far as I remember, we only worked on

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1 two.
2 Q. Okay. And so I guess the two times you
3 were working on the boilers, were you re-tubing
4 them both times?
5 A. We were adding -- we were doing the
6 bottom tubes on one part, and we would have to rig,
7 you know, and bring them in to get them in place,
8 and we had to -- we had to, what you call -- what
9 we called it was beveling. When you work on a
10 boiler, you call it, scarf the tubes, you know, to
11 re-weld it.
12 Q. Okay. And is that -- is that work
13 basically any different than what you were
14 describing for re-tubing the boilers at Lee?
15 A. It was similar, but it was different.
16 Q. Okay. How was it different?
17 A. At Marshall, we done some of the
18 rigging our self, to get the tubes in.
19 Q. Okay. But as far as the process of
20 getting into the boiler and doing the actual
21 tubing, is that pretty much the same?
22 A. Yes, sir.
23 Q. Okay.
24 A. But we did, at Marshall, we did disturb
25 a lot of the insulation up there, and it fell in

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1 the floor.
2 Q. And that was going to be my next
3 question, is, if you remembered it when you were
4 working on the boilers at Marshall, if the
5 insulation was removed before you got there or --
6 A. It was removed.
7 Q. Okay. But you said you still had to
8 disturb some --
9 A. There was dust and stuff left.
10 Q. Okay. So the insulation was removed,
11 but there was still a bunch of stuff to --
12 A. A lot of dust. It would -- it would be
13 in these beams, because there's all kind of beams,
14 supports in the boiler.
15 Q. Okay.
16 When you were doing this boiler work at
17 Marshall, were you ever wearing any type of
18 respiratory protection?
19 A. No, sir.
20 Q. Did you ever see Ronnie wearing any
21 respiratory protection at Marshall?
22 A. No, sir.
23 Q. Did you ever see any warnings on the
24 boilers at Marshall about asbestos?
25 A. No, sir.

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94 to 97

Page 94

1 Q. All right.
2 The next plant I want to talk about is
3 Allen.
4 A. Say again.
5 Q. Allen.
6 A. Allen?
7 Q. Do you remember how many times you went
8 to Allen with Ronnie?
9 A. One time.
10 Q. Okay. And do you remember what you
11 were doing?
12 A. We were putting in some kind of
13 equipment for the water treatment.
14 Q. Okay. Do you remember what part of the
15 plant you were working in?
16 A. In the turbine building.
17 Q. Okay. And I guess, can you walk me
18 through, describe the work you were doing?
19 A. We were bringing in new equipment and
20 setting it and piping it up.
21 Q. Okay. And were you putting in this new
22 equipment to -- I guess, was the turbine building
23 already there before you got there?
24 A. Yes, sir.
25 Q. And so was there already existing

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1 equipment and pipes?
2 A. Yes, sir.
3 Q. And I guess, were you tying this
4 equipment into the old pipes and equipment?
5 A. It tied into the water system, but I
6 can't remember. I can't remember how.
7 Q. Okay. Was this an outage or was this
8 something else?
9 A. This was something else because we had
10 gone to Cliffside, and they weren't ready for us to
11 start work, so they sent us on to Plant Allen. And
12 we worked up there two weeks.
13 Q. Okay. So it's two weeks. Were there
14 any other trades working in that turbine building
15 at the same time?
16 A. Yes, sir. They was -- they were having
17 an outage.
18 Q. Okay.
19 A. And as far as I remember, they were.
20 Q. Okay. What type of work do you
21 remember seeing going on around you in the turbine
22 building?
23 A. I didn't -- I didn't pay attention to
24 nothing else but the area we were working in.
25 Q. Okay.

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1 Do you remember if the turbine was
2 opened up while you were working there at Allen?
3 A. Say again.
4 Q. Do you remember if the turbine was
5 opened up in the building that you were --
6 A. No, I didn't go up on the turbine deck.
7 Q. Okay.
8 Now, you mentioned Cliffside, and then
9 you went over to Allen. I guess Cliffside wasn't
10 ready for --
11 A. There was one other area that we did
12 go, at Allen, we worked in the basement a little
13 bit.
14 Q. Okay.
15 A. But I don't remember -- the only reason
16 I remember Allen so good is because they were a
17 union plant, and they didn't like other people
18 coming in and doing anything.
19 Q. Okay. And you just mentioned the
20 basement. So what did you do in the basement?
21 A. I can't remember. All I remember, we
22 had to go down in there, and that's when we got to
23 talking to some of the guys, you know, they told
24 that they were union, you know, and they...
25 Q. Okay.

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1 And so you mentioned you went over to
2 Allen because Cliffside wasn't ready for you?
3 A. Yes, sir.
4 Q. So I guess, first, how many times do
5 you remember going to Cliffside with Ronnie?
6 A. Twice.
7 Q. Twice? Okay. Do you remember how long
8 each of the jobs were?
9 A. At least a month at a time.
10 Q. Okay. So we'll break it down. Do you
11 remember what you were doing the first time you
12 were in Cliffside?
13 A. The first time we was removing old
14 equipment.
15 Q. Okay. What types of equipment were you
16 removing?
17 A. We were removing some kind of pumps and
18 the immediate system that had to go with it.
19 Q. Okay. Do you remember what types of
20 pumps you were removing or what the system was?
21 A. No, sir.
22 Q. Do you remember what area of the plant
23 you were working in?
24 A. No, sir.
25 Q. Okay.

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98 to 101

Page 98 1 I guess as far as removing the pumps, 2 is that basically how you already described it for 3 us with the pump work? 4 A. Say again. 5 Q. Sure. 6 So you basically said you were pulling 7 out all the pumps and the equipment. Is that what 8 you've already described for us, for how you 9 removed pumps? 10 MR. GLENN: Object to the form. 11 A. Yeah. We unbolt them, take all the 12 systems loose, and take it out as -- in as big of 13 sections as we could. They took it out with a 14 crane. 15 Q. Okay. So if they're using a crane, is 16 that for the pumps or is that for the whole system? 17 A. The pumps and the system. 18 Q. So are we talking pretty big pumps 19 then? 20 A. Yes, sir. 21 Q. How big are we talking? 22 A. Bigger than this table. 23 Q. So if I were to estimate, I'd say this 24 table is probably eight feet long or ten feet long. 25 Is that pretty fair?	Page 100 1 A. Yes, sir. 2 Q. What about, did you work in any of the 3 precipitators at Cliffside? 4 A. No, sir, we didn't. 5 Q. Okay. And so I guess, can you explain 6 to me what you were doing on the drum and 7 economizer? 8 A. Well, they were adding more sections to 9 it for some reason. We had to cut all the tubes 10 loose from that drum, lower the drum, and add these 11 new sections of tubes. 12 Q. And these tubes, are they something 13 that are internal or were they outside -- 14 A. Well -- 15 Q. -- of the equipment? 16 A. They're -- it's all inside, the 17 economizer. 18 Q. Okay. And I guess, how did you get to 19 the tubes then? 20 A. We crawled through this hatch to get in 21 there. 22 Q. Okay. Was this economizer -- how big 23 of a piece of equipment are we talking -- 24 A. It's big. It's almost like a building. 25 Q. Okay. Is this -- was it insulated?
Page 99 1 A. Yes, sir. 2 Q. Okay. 3 A. Like I said, I don't even remember what 4 it was. All I know, we had to remove it, and they 5 were sitting up on pads. We had to bust the pads 6 up to get all that out. 7 Q. Okay. 8 So that was the first time at 9 Cliffside. Do you remember what you were doing the 10 second time? 11 A. The second time there, we was working 12 in the -- I think you call it the -- I forget the 13 area we was working in, but it had to do with the 14 drum, the big drum, an economizer, I think it was, 15 economizer tubes. 16 Q. Is the economizer a specific piece of 17 equipment or is that part of something else? 18 A. It's part of a system. I don't know. 19 Q. Okay. 20 Did you do any work on the boilers at 21 Cliffside? 22 A. Well, I think that is part of the 23 boiler. I'm not for sure, but -- 24 Q. Okay. So were you working in, I guess, 25 the boiler house or the --	Page 101 1 A. I guess on the outside. I can't 2 remember. 3 Q. Do you remember if you ever had to 4 disturb any of the insulation? 5 A. No, sir. 6 Q. Okay. 7 The next plant I want to ask you about 8 is, did you work at Buck with Ronnie? 9 A. Yes, sir. 10 Q. Do you remember how many times? 11 A. One. 12 Q. Okay. Do you remember what you were 13 doing? 14 A. It was doing boiler work. 15 Q. Okay. What type of boiler work were 16 you doing? 17 A. Just -- I can't remember. All -- we 18 was working different -- on this one, we was 19 working different areas. We didn't have just a 20 specific job on it. We was working -- I can't even 21 remember what they were doing, but we was welding 22 and grinding. 23 Q. Okay. Was this during an outage? 24 A. Yes, sir. 25 Q. Okay.

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102 to 105

Page 102

1 You said, welding and grinding. Is
2 that welding and grinding on the boiler or was that
3 on other equipment or -- explain what you mean.
4 A. Well, we were in the boiler.
5 Q. Okay. So you were actually inside the
6 boiler?
7 A. Yes, sir.
8 Q. And did you have to get inside the
9 boiler -- I guess, is that process of getting into
10 the boiler any different than what you've already
11 explained to me?
12 A. No, sir. They had already removed the
13 skins and everything.
14 Q. So they had already removed the skins
15 too?
16 A. Yes. That wasn't part of our job on
17 that one.
18 Q. Okay. So it was already opened up, and
19 you went in and did your work?
20 A. Yes, sir.
21 Q. Okay. Were you there when the boiler
22 got closed back up?
23 A. No, sir.
24 Q. Okay.
25 A. I was not.

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1 Q. Okay.
2 The next one I want to ask you about is
3 Belews Creek.
4 A. Yes, sir.
5 Q. Do you remember how many times you went
6 to Belews Creek with Ronnie?
7 A. One time.
8 Q. Okay. And do you remember about how
9 long that job lasted?
10 A. About four weeks, I think.
11 Q. Do you remember what you were doing?
12 A. Well, I -- Ronnie was welding on tubes,
13 but I worked in the tool room on that job.
14 Q. Okay. So on that job were you working
15 around Ronnie at all?
16 A. No, sir.
17 Q. Okay.
18 A. They would come and get coveralls and
19 stuff from us from the tool room, and grinders and
20 whatever tools they needed.
21 Q. Okay.
22 I've just got a couple more to ask you
23 about. So Buzzard Roost, did you work there with
24 Ronnie?
25 A. Say again.

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1 Q. Buzzard Roost.
2 A. Yes, sir.
3 Q. And do you remember how many times?
4 A. I think just one time.
5 Q. Okay. Do you remember how long that
6 job lasted?
7 A. I think it lasted about six weeks, but
8 I wasn't down there that long. I --
9 Q. How long were you on that job?
10 A. I was there about four weeks.
11 Q. Okay. And do you remember what you
12 guys were doing on that job?
13 A. We were running a fuel lines system.
14 Q. And where were you running the fuel
15 system lines?
16 A. From the lift station to the equipment
17 that it tied into.
18 Q. Was this existing equipment?
19 A. Yes, sir.
20 Q. Do you remember what kinds of equipment
21 you were tying it into?
22 A. No, sir.
23 Q. Okay.
24 A. Like I say, I wasn't there when they
25 made the tie-ins. I had to leave.

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1 Q. Okay. So you were just there doing the
2 actual lines?
3 A. Yes, sir.
4 Q. All right.
5 And the last one I want to ask you
6 about is McGuire. Did you work at McGuire with
7 Ronnie?
8 A. Yes, sir.
9 Q. Do you remember how many times?
10 A. One time, I think.
11 Q. Okay. Do you remember how long that
12 job lasted?
13 A. No, sir.
14 Q. Do you remember what you guys were
15 doing at McGuire?
16 A. I can't remember.
17 Q. Okay. Do you remember if it was an
18 outage?
19 A. It was an outage.
20 Q. Okay.
21 All right. I'm going to shift gears a
22 little bit. So how did you first learn that
23 asbestos was dangerous?
24 A. It -- it just, like through the
25 grapevine, you know, we started -- people started

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106 to 109

Page 106

1 saying that people was getting asbestosis.
2 Q. Was there a point that Duke did any
3 kind of training or safety on asbestos?
4 A. Yes. There was a few times. They gave
5 us classes, and then we had to go, if you wanted --
6 if you were going to be working in contact with it,
7 you was a Class 1 or a Class 2 worker.
8 Q. Okay. Do you remember when they first
9 started doing those classes?
10 A. No, sir, I don't remember.
11 Q. Okay. Do you remember kind of what
12 those classes consisted of?
13 A. They were -- first they showed us, you
14 know, so you could maybe identify what was asbestos
15 and what wasn't asbestos, you know, how it would
16 turn red, you know, wouldn't burn, you know.
17 Q. Okay.
18 COURT REPORTER: Would turn red and
19 what?
20 THE WITNESS: Wouldn't burn, you know,
21 if you held a cigarette lighter to it.
22 BY MR. HUMEN:
23 Q. Okay.
24 A. That's as far as I can remember.
25 Q. Okay.

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1 A. And they'd teach us how to, you know,
2 to bag it and dispose of it, you know, what to do.
3 Q. Okay.
4 So after that point, then, did, I
5 guess, the safety procedures change working around
6 asbestos?
7 A. Yes, sir.
8 Q. And can you just explain kind of how
9 those changed?
10 A. Well, you wouldn't come in contact with
11 none of it, if you could. Like later on, if
12 equipment had -- they knew it had asbestos gases in
13 it, they would come back and cut the system out and
14 not even try to disturb it.
15 Q. Okay.
16 A. But that was later. That was later on.
17 Q. And --
18 A. That was after I got laid off from
19 Duke.
20 Q. Okay. And that was going to be my next
21 question, is, how long did you work for Duke?
22 A. I worked from 1977 to 1996.
23 Q. All right. And I believe you said you
24 started as part of the maintenance division out of
25 Oconee in '84, right?

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1 A. Yes, sir.
2 Q. And were you part of that maintenance
3 division all the way from '84 to '96?
4 A. Yes, sir.
5 Q. Was Ronnie still working at Duke when
6 you got laid off?
7 A. Yes, sir.
8 Q. Okay. Did you ever work with Ronnie
9 again after Duke?
10 A. Yes, sir.
11 Q. And I guess, when was that?
12 A. Later on, when I hired back in, I can't
13 remember the year it was, but Ronnie was my
14 supervisor.
15 Q. Do you remember the company you were
16 working for?
17 A. DZ Atlantic.
18 Q. DZ Atlantic? And then what type of
19 work were you doing for DZ Atlantic?
20 A. Same thing, pipe fitting.
21 Q. Okay. And are there any specific
22 plants you worked at?
23 A. McGuire -- I mean Catawba, and Oconee a
24 little bit.
25 Q. Okay. And at that point, when you were

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1 working for DZ Atlantic, did Duke have those safety
2 measures in place to protect people from asbestos?
3 A. Yes, sir.
4 Q. Okay.
5 Do you remember the names of anyone
6 else that you guys worked with that worked on your
7 crew with Ronnie at Duke?
8 A. Yes, sir.
9 Q. What are some of those names?
10 A. George Fincher; Steve Brown; Gaylen
11 Garren; David Mitchell, he was our supervisor; JR
12 Wilson, he was our supervisor; Luke Gaylen; JK
13 Hill, Aubrey Fowler.
14 MR. GLENN: I'm sorry. Aubrey...
15 THE WITNESS: Fowler.
16 MR. GLENN: Fowler.
17 THE WITNESS: Randy Quinn. And there
18 was more, but I can't remember their names.
19 BY MR. HUMEN:
20 Q. Fair enough.
21 Do you remember if you ever worked with
22 a man named David Taylor?
23 A. Yes, sir.
24 Q. And did you ever work in the same
25 locations with Mr. Taylor?

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110 to 113

Page 110 1 A. Yeah, I worked with David Taylor 2 personally. 3 Q. Okay. 4 A. But he was in another crew. 5 Q. He was in another crew? 6 A. Yeah. I worked with him when I was a 7 contractor. 8 Q. Okay. So that was after? 9 A. Yeah. I worked with him a little bit 10 when I worked for Duke, but not much. 11 Q. Okay. 12 A. David -- when I first worked with 13 David, he worked mostly at Oconee. Then later on 14 he had to start traveling too. 15 Q. Okay. 16 A. I worked with him a little bit at 17 Catawba, but mostly at Oconee. 18 Q. Okay. Did you stay in touch with 19 Ronnie after you -- after, I guess, Atlantic? 20 A. No, sir. 21 Q. Okay. Did you ever see Ronnie after he 22 got sick? 23 A. No, sir. 24 Q. Okay. 25 A. I only saw pictures of him.	Page 112 1 went to start it up, it wouldn't work, so they had 2 to bring one in on a trailer to get steam while 3 they was working on that one. 4 Q. Okay. 5 A. And that's the only time I remember 6 that. And the only reason I remember that is 7 because all three units were shut down, and that 8 was when the lake got low. They had to shut all 9 three units down because we worked on the intake 10 pipe. 11 Q. Okay. 12 A. We worked on the intake pumps. 13 Q. So this start-up boiler, I guess, how 14 tall are we talking about? 15 A. I don't recall, but they had to 16 completely redo it because it would not work. 17 Q. Okay. And I believe you -- so you 18 said -- so this isn't something you personally 19 worked on? 20 A. No, sir. But it was right in the area 21 where we caught the elevator to change floors. 22 Q. Okay. And what kind of work did you 23 see them doing on the start-up boiler? 24 A. We really didn't stay there and watch, 25 but they were rebuilding it.
Page 111 1 Q. Okay. 2 Mr. Bell, I believe that's all the 3 questions I have for you. I appreciate your time. 4 I think there's going to be some other questions 5 for you. 6 A. There's another thing I can tell you. 7 At Oconee one time they rebuilt the 8 start-up boiler, and it was right in the area where 9 we caught the elevator, you know, to check, to go 10 from floor to floor. 11 Q. Okay. Can -- so when you say, the 12 start-up boiler, can you just explain that to me? 13 A. Yeah. It was a small boiler. 14 Q. And when you say small, how small are 15 we talking? 16 A. Well, it's still pretty big. When they 17 shut down the unit -- this was when they shut all 18 three units down, and they have to have steam. 19 See, they put the rotors on the turning gear and 20 they had to have steam before they started up, and 21 the start-up boiler prepared the steam to get it 22 started. 23 Q. Okay. So how big of a boiler are we 24 talking about? 25 A. It's a pretty good size. But when they	Page 113 1 Q. So did they have it torn apart? 2 A. Yes, sir. 3 Q. And so I guess, do you remember if the 4 start-up boiler was insulated? 5 A. Yes, sir. It was. 6 Q. All right. And did they have to take 7 the insulation off when you guys were in the area? 8 A. No, not while we were there, but there 9 was a lot of dust there when they were working on 10 it. 11 Q. Okay. And I guess since you guys were 12 waiting for the elevator -- is this something you 13 saw while you were working with Ronnie? 14 A. Yes, sir. 15 Q. Since you guys were standing there, 16 waiting for the elevator, did you end up breathing 17 some of that dust? 18 A. Yes, sir. 19 Q. Were you wearing any type of 20 respiratory protection? 21 A. No, sir. 22 Q. And did you see Ronnie wearing any type 23 of respiratory -- 24 A. No, sir. 25 Q. Do you have any idea who made that

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114 to 117

Page 114

1 start-up boiler?
2 A. No, sir.
3 Q. Okay.
4 MR. HUMEN: Mr. Bell, that's all the
5 questions I have for you. I appreciate your time.
6 We'll go ahead and go off the record, and I think
7 they're going to have some questions for you.
8 Let's see how long we've been going.
9 We can go off the record.
10 VIDEOGRAPHER: All right. Off the
11 record at 11:01 a.m.
12 (After a recess, proceedings were
13 continued as follows:)
14 VIDEOGRAPHER: On the record at
15 11:12 a.m.
16 EXAMINATION
17 BY MR. GLENN:
18 Q. Hi, Mr. Bell.
19 A. Hey.
20 Q. We met earlier this morning, but now
21 that we're on the record and official, I'll say
22 again, my name is Jase Glenn, and I'm from down the
23 road in Columbia. It's good to meet you today,
24 sir.
25 A. Good to meet you.

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1 Q. I wanted to quickly get a little bit
2 more background information on you, and then we'll
3 talk about some of the work that you did with Mr.
4 Jonas at Duke Power after that, okay? I'm just
5 giving you a roadmap of where I'm going, all right?
6 A. Okay.
7 Q. So you said that your current address
8 is 203 Creekwood Lane in West Union; is that right?
9 A. Yes, sir.
10 Q. And how long have you lived at that
11 address?
12 A. Over 20 years.
13 Q. Okay. Did you move in there while you
14 worked at Duke Power, or not quite that long?
15 A. No, sir, I didn't work for Duke when I
16 moved there.
17 Q. Understood. What was the address
18 before, where you lived before that, if you
19 remember?
20 A. Wait a minute. I'll think of it.
21 Country Acres. It was in Walhalla.
22 Q. Was the name of the road Country Acres?
23 A. No. That was the -- a subdivision.
24 Q. That's the subdivision? Okay.
25 A. And then I lived in town, of Walhalla.

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1 Q. Do you remember the address of that?
2 A. No, sir. And then I lived at Country
3 Villa.
4 Q. Is that in Walhalla?
5 A. It was in West Union. It's right
6 across the road from where I live now.
7 Q. Is that a -- is Country Villa the
8 subdivision?
9 A. Yes, sir.
10 Q. Okay.
11 A. It's off of Fowler Road.
12 Q. And Mr. Bell, are you married?
13 A. Yes, sir.
14 Q. What is your wife's name?
15 A. Teresa Carol Bell.
16 Q. What year did you and Teresa get
17 married?
18 A. It's 50 years ago.
19 Q. Okay. I'm not trying to get you in
20 trouble. Okay. 50 years ago.
21 A. It's January 5th. I can't remember the
22 year.
23 Q. Good enough. Good enough.
24 And do you and Teresa have any
25 children?

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1 A. Yes, sir.
2 Q. How many children do you have?
3 A. Two.
4 Q. Okay.
5 A. She's going to kill me.
6 MR. HUMEN: We won't tell her.
7 MR. GLENN: We won't let her read this.
8 Don't worry.
9 BY MR. GLENN:
10 Q. And I know you said you're 71, which is
11 the hardest part to say, so what is your date of
12 birth?
13 A. [REDACTED].
14 Q. All right. And what are the last four
15 digits of your Social Security number?
16 A. 8085. That's the only reason I can
17 remember it.
18 Q. Okay.
19 Mr. Bell, what, if anything, did you do
20 to prepare for this deposition today?
21 A. Nothing.
22 Q. Okay. Did you meet with Mr. Humen
23 before the deposition today?
24 A. Yes, sir.
25 Q. All right. When did you meet with him?

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118 to 121

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1 A. Yesterday.
2 Q. Okay. Where was that meeting?
3 A. At my house.
4 Q. Okay. How long did that meeting last?
5 A. An hour -- over an hour, I guess.
6 Q. You said over an hour. Is it over two
7 hours or --
8 A. I can't remember.
9 Q. Okay.
10 What did you all talk about?
11 A. We just talked a little bit about
12 what it -- the questions he was going to ask me.
13 Q. Okay. Did he show you any pictures at
14 that meeting?
15 A. No, sir.
16 Q. All right. Did he show you any lists
17 or names of products at that meeting?
18 A. No, sir.
19 Q. Did he show you any other documents at
20 that meeting?
21 A. No, sir.
22 Q. Okay. Before that meeting, had you met
23 Mr. Humen?
24 A. No, sir. I talked to him on the phone.
25 Q. Okay. Do you know how many times,

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1 roughly, you talked to him on the phone?
2 A. At least three.
3 Q. Okay. Do you remember when the first
4 one was?
5 A. No, sir.
6 Q. More or less than a month ago?
7 A. I would be scared to say.
8 Q. Okay. So you just don't know one way
9 or the other whether it was more or less than a
10 month ago? You just don't remember?
11 A. I don't remember.
12 Q. That's fine. Approximately how long
13 were those phone calls?
14 A. The first one wasn't long.
15 Q. Okay. How about the next two?
16 A. The next one, you know, we talked a
17 little bit longer.
18 Q. Understood. And what did you all talk
19 about when you had the longer conversations?
20 A. He asked me about Ronnie.
21 Q. Okay. Did you all talk about specific
22 types of products and work that Ronnie did?
23 A. We just talked about the -- if I worked
24 with him, if I knew him.
25 Q. Okay.

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1 A. Well, first he asked me if I knew him.
2 I said, yes, I worked with him.
3 Q. Okay.
4 I understand -- well, have you given a
5 deposition before?
6 A. Yes, sir.
7 Q. Okay. And I understand that you had a
8 prior lawsuit yourself. I know you testified
9 earlier --
10 A. Wait a minute. Say again.
11 Q. Sorry. I'm talking too fast. Thank
12 you for stopping me.
13 You testified earlier that you have had
14 asbestosis, right?
15 A. Yes, sir.
16 Q. And I understand that you yourself had
17 a prior lawsuit related to that asbestosis?
18 A. Yes, sir.
19 Q. Is that right? Does that ring a bell?
20 A. Yes, sir.
21 Q. Okay. So do you remember -- well, do
22 you remember when that lawsuit was filed,
23 approximately?
24 A. No. It had to be over 20 years.
25 Q. Okay. Does 1999 sound roughly right?

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1 A. I think it was filed before that, you
2 know. It was filed out in Texas, and then it got
3 kicked out, and then the -- Wallace & Graham
4 handled that here.
5 Q. So a different firm handled it in Texas
6 first?
7 A. Say again.
8 Q. A different law firm in Texas handled
9 it?
10 A. Yes, sir. As far as I know, it was.
11 Q. Okay. And then you filed a new one
12 with Wallace & Graham firm?
13 A. Yes, sir.
14 Q. And was that in North Carolina or South
15 Carolina, or do you know?
16 A. I guess it was filed in North Carolina.
17 I'm not for sure.
18 Q. Okay. And is that lawsuit concluded?
19 A. Yes, sir.
20 Q. Okay. Did you receive any compensation
21 from that lawsuit?
22 A. Yes, sir.
23 Q. Okay.
24 Did you also file a workers'
25 compensation claim against Duke Power?

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122 to 125

Page 122	Page 124
1 A. Was that through asbestos -- was that 2 filed through workers' compensation or -- 3 Q. Yes, sir, that's what I'm getting at, 4 is -- and you may have made multiple workers' comp 5 claims, but I was getting at one for asbestosis. 6 We can talk about any that you've made, but what I 7 was saying was, you know, you might have a lawsuit 8 that you filed against some people, but you may 9 have filed a workers' comp claim against your 10 employer, Duke Power, so -- 11 A. Only one I know of would be that one. 12 Q. Okay. 13 A. Through Wallace & Graham. 14 Q. Right. But did Wallace & Graham file a 15 workers' comp case against Duke Power to your 16 knowledge? 17 A. I guess it did. I don't know really. 18 Q. Okay. That's fine. If you don't 19 know -- yeah, and I should have said that. I mean, 20 I'm going to ask you questions about things that 21 happened -- obviously we're talking about stuff 22 that happened 30 and 40 years ago, and some of my 23 questions may be very specific, so, I don't know, 24 or, I just can't remember that, those are perfectly 25 acceptable answers. I just have to ask you because	1 Q. You know they did? Okay. 2 If I show you a copy of your complaint, 3 and it didn't have any pump or valve defendants on 4 it, would that surprise you? 5 A. I guess. I don't know. 6 Q. Okay. All right. That's fine. 7 I understand that you gave a deposition 8 in your case, but then you also, a few years later, 9 gave a deposition in a case called Ralph Beach. 10 A. Yes, sir. 11 Q. Do you remember that? 12 A. Yes, sir. 13 Q. Okay. And did you work with Mr. Ralph 14 Beach? 15 A. I worked around him at Duke, but I 16 didn't work with him personally at Duke. I did 17 later on when we worked for a different company. 18 Q. I got you. What was that other 19 company? 20 A. Fluor Daniel. 21 Q. Got it. Was that in the '90s? 22 A. Wait a minute. We worked for Fluor 23 Daniel and another company. Wait a minute. Let me 24 think of that other company. 25 I can't remember the other company. We
Page 123	Page 125
1 there's a chance you might know, and I'll feel 2 foolish later if you remember something, and I 3 didn't ask you about it, okay? 4 A. (nods head up and down) 5 Q. Is that a yes? 6 A. Okay. 7 Q. Okay. All right. So -- I'm sorry. My 8 mask is falling. 9 All right. Do you know who any of the 10 defendants were in your prior lawsuit? If you 11 don't, that's fine. 12 A. No, sir, I don't remember. 13 Q. All right. Do you know if you sued any 14 pump or valve manufacturers in your prior lawsuit? 15 A. I think so, but I'm not for sure. 16 Q. Okay. 17 A. Because sometimes, even after the 18 settlement was settled, we still get a little bit 19 from different companies. 20 Q. Okay. 21 All right. But as you sit here today, 22 do you know for a fact one way or the other whether 23 you sued any pump or valve defendants in your 24 lawsuit? 25 A. Yes, sir. I know they did.	1 started at the Oconee hospital, and then we went to 2 Fluor Daniel. 3 Q. And was that all in the '90s, after you 4 left Duke? 5 A. Yes, sir. 6 Q. Was that after you left DZ Atlantic or 7 between Duke and DZ Atlantic? 8 A. It was after I worked for DZ Atlantic. 9 Q. Okay. 10 A. Because I left McGuire and got a job at 11 the hospital, Oconee hospital. 12 Q. So you left McGuire while you were at 13 DZ Atlantic and went straight to the hospital? 14 A. Well, they got through with the job, 15 you know, they was through with us, they laid us 16 off, and then I went to Oconee hospital and worked. 17 Q. I got you. And that was for Fluor 18 Daniel or that was for somebody else? 19 A. That was for somebody else. I can't 20 think of the name of it. They're from Charleston. 21 Q. That's okay. And then after that is 22 when you went to work for Fluor Daniel? 23 A. Yes, sir. 24 Q. Got it. Thank you. 25 There was something -- I read your

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126 to 129

Page 126	Page 128
1 deposition from the -- Mr. Beach's case yesterday, 2 and a couple of things that I read, I just wanted 3 to confirm is still your testimony, okay? 4 One of them was, you said that when you 5 worked at Catawba -- which was 1977 to 1984, right? 6 A. Yes, sir. 7 Q. -- that your crew was primarily in the 8 turbine building and outside. 9 A. Yes, sir. 10 Q. Does that sound right? 11 A. Yes, sir. 12 Q. Okay. And then you said that you also 13 did a little bit in the service building? 14 A. Yes, sir. 15 Q. What does that mean, the service 16 building? 17 A. It's a building that they have a -- I 18 think they can operate the reactors from that 19 remote area, I think. I think that's what it was. 20 And then -- and they -- that was that other 21 building, the service building. Well, we worked in 22 the water treatment room. I can't remember exactly 23 what the service building did. 24 Q. That's fine. 25 A. Okay.	1 Q. Okay. 2 All right. But as far as doing work, 3 you're assigned to a specific area and -- 4 A. Yes, sir. 5 Q. -- you might have to go either -- maybe 6 you've got to go to the restroom or you go to get a 7 new tool or some material that you need, but then 8 you've got to come right back to the area where 9 you're working, right? 10 A. Yes, sir. When we first went to work 11 at Catawba, you had to take everything with you, 12 your drinks and everything. They didn't have drink 13 machines or nothing. You had to take everything 14 with you. All they furnished was water. 15 Q. Got it. 16 And would you eat your lunch right 17 there or was there a place you could go to take 18 lunch somewhere else? 19 A. Say again. 20 Q. I'm sorry. You said you'd bring drinks 21 to where you would be working, right? 22 A. Yes, sir. 23 Q. Would eat your lunch in that same area? 24 A. Yes, sir. 25 Q. Okay.
Page 127	Page 129
1 Q. And I'm not trying to confuse you at 2 all. If you can't remember, that's completely 3 fine. 4 All right. And then the other thing 5 that you said that I thought was interesting was, 6 you said, Catawba was like a prison. You said you 7 couldn't roam around at Catawba. 8 A. No. 9 Q. Am I ringing a bell with you right now? 10 A. Well, you wasn't supposed to roam 11 around. 12 Q. Okay. All right. So what I think you 13 said was, you would be assigned to a specific area 14 and you were not allowed to just -- 15 A. No, sir. 16 Q. -- work in other areas. Is that true? 17 A. No, sir, you could wander through them, 18 but like if you had -- we had a tool room, a 19 warehouse, different places we've got material. 20 Q. Yes, sir. 21 A. And you had to go through them. You 22 could go through people's areas, but you didn't go 23 there and linger, you know? You would pass 24 through. If you knew somebody there, you could 25 stop and talk a little bit, and then go on.	1 The other thing you mentioned in your 2 2004 deposition was that a lot of welders used what 3 you called asbestos cloth -- 4 A. Yes, sir. 5 Q. -- at Catawba. Do you remember that? 6 A. Yes, sir. 7 Q. Okay. And obviously Mr. Jonas was a 8 welder, right? 9 A. Yes, sir. 10 Q. Okay. Do you remember him using 11 asbestos cloth as a welder at Catawba? 12 A. If he was a welder at Catawba and they 13 had to weld overhead, they would cover up with it 14 to keep the sparks off of them. 15 Q. Right. So it's like a blanket almost, 16 right? 17 A. Yes, sir. 18 Q. That he puts over him to protect his 19 body from sparks, right? 20 A. Yes, sir. 21 Q. And did that cloth or those blankets 22 get frayed over time? 23 A. Yes, sir. 24 Q. Okay. And would that create dust? 25 A. Yes, sir.

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130 to 133

Page 130

1 Q. And would Mr. Jonas breathe that dust?
2 A. Yes, sir.
3 Q. Okay. And I think you testified that
4 that was all used in the -- in kind of the early
5 days?
6 A. Yes, sir.
7 Q. That was, when you were at Catawba, was
8 that all through the -- '77 through '80, or
9 somewhere about there?
10 A. Sometimes they -- somewhere along the
11 line they switched. I can't remember when. It
12 went from that to a product they called Kool Seal,
13 I think. It was a different -- it was like a slick
14 cloth they used.
15 Q. Okay.
16 A. And I can't remember when they quit
17 using it.
18 Q. And do you think that that -- you
19 called it Kool --
20 A. That's what they called it. They
21 called it Kool Seal, I think it was.
22 Q. Okay. And do you think that was an
23 asbestos-free product?
24 A. I don't know.
25 Q. You don't know? That's fine. And you

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1 don't know when that was?
2 A. No, sir.
3 Q. All right. Can you say early '80s or
4 late '80s?
5 A. I would be scared to say.
6 Q. That's fine. I don't want you to
7 guess.
8 Now, another thing you testified to in
9 2004 was that you believed that the insulation that
10 was used at all of these facilities was
11 asbestos-containing. I think you specifically said
12 it for Oconee, McGuire, and Catawba. Is that your
13 testimony today?
14 A. I would say so.
15 Q. Okay. And what is the basis for your
16 belief that it was all asbestos-containing
17 insulation?
18 A. Because I can remember when they
19 changed from asbestos to non-asbestos. But they
20 had a warning on it that said they don't know what
21 the effects of the new insulation is, on the boxes.
22 Q. So you're saying that at some point in
23 time, they went from an asbestos insulation to a
24 non-asbestos insulation, but the non-asbestos
25 insulation still had a warning on --

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1 A. Yes, sir.
2 Q. -- it, saying they didn't know what the
3 health effects were of it?
4 A. Yes, sir.
5 Q. Okay. And was that non-asbestos -- do
6 you know what that was made of?
7 A. No, sir.
8 Q. Was that fiberglass or something else?
9 A. I don't know.
10 Q. That's fine.
11 Do you know or can you say
12 approximately when that was? Is that --
13 A. No, sir.
14 Q. Are we talking '80s, '90s?
15 A. I can't remember. It was probably
16 after I got laid off.
17 Q. In the '90s?
18 A. Yeah. I working -- I really can't
19 remember.
20 Q. But it sounds like you're thinking it
21 was in the later years. Fair?
22 A. Yeah.
23 Q. Is what I said correct?
24 A. Yes, sir.
25 Q. Okay. And this insulation that we're

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1 talking about, this is obviously pipe insulation,
2 right?
3 A. Yes, sir.
4 Q. This is like the half rounds that fit
5 around a pipe?
6 A. Yeah, and some of it was flat, just
7 big --
8 Q. Like block?
9 A. Yes, sir.
10 Q. Okay. And when that insulation is put
11 on the pipes, the insulators would have to cut it
12 from time to time to make it fit, right?
13 A. Yes, sir.
14 Q. They might have to cut it when there's
15 a 90 that the pipe turns to, right?
16 A. Yes, sir.
17 Q. And when they're cutting it, would you
18 and Mr. Jonas be in the area?
19 A. One time we worked with the insulators.
20 Q. Sure.
21 A. We worked where they cut it.
22 Q. Sure. And so that would be a dusty
23 process, when they would cut it?
24 A. Yes, sir.
25 Q. And would you all breathe that dust?

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134 to 137

Page 134

1 A. Yes, sir.
2 Q. Okay. Do you remember there being like
3 a mud-type insulation product that they used in
4 those early days?
5 A. Yes, sir.
6 Q. You do?
7 A. Yes, sir.
8 Q. Okay. And as I understand it, that's
9 the kind that comes in bags that's dry, and then
10 you -- an insulator, or whoever is working with it,
11 would dump it into either a bucket or a trough or
12 something and mix it with water, right?
13 A. Yes, sir.
14 Q. Almost like concrete?
15 A. Yes, sir.
16 Q. Okay. And --
17 A. Some of it was called refractor.
18 Q. Refractory?
19 A. Mm-hmm (affirmatively).
20 Q. Okay. Like refractory cement?
21 A. Yes, sir.
22 Q. Do you know if that refractory cement
23 contained asbestos?
24 A. I don't know.
25 Q. Okay. What was that stuff used for, if

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1 you know?
2 A. It was used in the boilers at Lee, in
3 the -- where the burning nozzles were.
4 Q. Okay.
5 A. They had a specific name, but I can't
6 remember what it was.
7 Q. Do you remember the brand name of any
8 of these insulation products we're talking about?
9 A. No, sir.
10 Q. Does Kaylo ring a bell?
11 A. No, sir.
12 Q. Does Johns Manville ring a bell?
13 A. Johns Manville does.
14 Q. Okay. Do you believe that you
15 worked -- you and Mr. Jonas worked around people
16 who were using Johns Manville insulation?
17 A. If it was in the plant that we worked
18 at, we worked around it.
19 Q. Okay.
20 And when they would -- moving back to
21 the mud that we were just talking about, when they
22 would dump that dry product into a trough or a
23 bucket or whatever it was, would that create a lot
24 of dust?
25 A. Yes, sir.

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1 Q. Okay. And were you and Mr. Jonas
2 around when that happened?
3 A. In the area, you know.
4 Q. Okay. And would y'all breathe that
5 dust?
6 A. Yes, sir.
7 Q. Okay. And then they would mix it with
8 water, and then they would use a trowel typically
9 to --
10 A. Well, we wasn't -- we didn't -- we
11 wouldn't be around them when they -- I don't know
12 how they applied it or how --
13 Q. Understood. So kind of the way I
14 picture it is, y'all were there, hanging the pipes
15 that needed to be insulated, right?
16 A. Yes, sir.
17 Q. And so you might see them as they're
18 getting set up, but by the time they are actually
19 getting the insulation on and troweling it on,
20 you've probably moved down the line because you're
21 still hanging pipe, right?
22 A. Yes, sir.
23 Q. Okay.
24 And then, also, when the insulation --
25 or when a pipe has to be torn out, the insulators

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1 were the ones who would tear out the insulation, or
2 would y'all do that too?
3 A. They would do it.
4 Q. Okay. Did you and Mr. Jonas ever do it
5 yourself?
6 A. No, sir.
7 Q. Okay. Were you present when the
8 insulators would do it?
9 A. Yes, sir.
10 Q. Okay. So they would tear off the
11 insulation, and then it would be y'all's job to
12 tear out the piping; is that true?
13 A. Yes, sir.
14 Q. Okay. And this is at Catawba, or this
15 is throughout your career at Duke?
16 A. Throughout.
17 Q. Okay.
18 Do you ever remember a time when
19 insulation had to be torn out in this manner, and
20 somebody said, hang on; that's got asbestos in it,
21 or it might have asbestos in it?
22 A. No, sir.
23 Q. Okay. And this was something that
24 happened repeatedly during your career and Mr.
25 Jonas' career at Duke Power, right?

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138 to 141

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1 A. Yes, sir.
2 Q. And when they would tear out that
3 insulation, that insulation is what we would call
4 friable, right? In other words, it can be crushed
5 with your hands, right?
6 A. Yes, sir.
7 Q. Okay. And that would create dust,
8 right?
9 A. Yes, sir.
10 Q. And you and Mr. Jonas would breathe
11 that dust?
12 A. Yes, sir. That's some of the stuff
13 they brought up in the classes that we had later
14 on.
15 Q. Yes, sir. And we're going to get to
16 those classes. When do you think those classes
17 were, by the way?
18 A. I can't remember.
19 Q. Was it before or after 1990?
20 A. It would have to be before.
21 Q. Okay.
22 A. Because I got laid off in 1996.
23 Q. I will tell you -- and we're going to
24 get to Mr. Fincher's -- you know, we spoke with Mr.
25 Fincher about a month ago. I don't know if you

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1 were aware of that.
2 A. Yes, sir.
3 Q. You were aware?
4 A. Yes, sir.
5 Q. Okay. Just like -- we took a
6 deposition just like this.
7 A. Yes, sir.
8 Q. And he said that he thought the first
9 time that he -- and he was in your crew, right?
10 A. Yes, sir.
11 Q. Okay. And he thought that the class --
12 the first time he remembered having a class was in
13 a classroom that was at Lee in -- in or about 1989.
14 A. Yes, sir.
15 Q. Does that sound right to you?
16 A. Yes, sir.
17 MR. HUMEN: Object to form.
18 Q. Okay. Do you remember that class being
19 at Lee?
20 A. Yes, sir.
21 Q. Okay. And that was the first time
22 you'd ever heard anything about asbestos being
23 harmful?
24 A. Yes, sir.
25 Q. 1989 at Lee?

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1 A. Yes, sir.
2 MR. HUMEN: Object to form.
3 Q. All right, sir.
4 You talked in your 2004 deposition
5 about the use of what you thought were grinding
6 discs that you thought contained asbestos?
7 A. Yes, sir.
8 Q. Do you remember that?
9 A. Yes, sir.
10 Q. Tell me about that. What would those
11 be used for?
12 A. Grinding a bevel on a pipe or cleaning
13 back so far. You had to clean back so far, make a
14 clean zone for the welder to weld.
15 Q. Okay. So this is something that --
16 A. And also we used them to cut the pipe,
17 you know, when you couldn't get nothing else in
18 there.
19 Q. Okay. So I'm picturing like it's a --
20 we're talking about a tight space where you need a
21 smaller tool to cut out a pipe? Is that what
22 you're talking about?
23 A. Yes, sir.
24 Q. Okay. And is it your belief that some
25 of those grinding discs contained asbestos?

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1 A. Yes, sir.
2 Q. Okay. This would be, obviously, a disc
3 attachment that would go on a power tool?
4 A. Yes, sir.
5 Q. Okay.
6 A. Or on an air-operated tool.
7 Q. Okay. Pneumatically air pressured?
8 A. Mm-hmm (affirmatively).
9 Q. Yeah. And this would be something that
10 the pipe fitter would do so that the welder could
11 then get in and do his job; is that right?
12 A. Later on, after we left Catawba, it
13 would be either his job or my job.
14 Q. Okay. And do you know --
15 A. Well, they had to use them to clean up
16 their welds, too, you know, get the -- they had --
17 the inspector would come and inspect the weld and
18 there couldn't be no -- they would have to grind on
19 it.
20 Q. They wanted to make the weld look
21 pretty?
22 A. Yeah.
23 Q. Right.
24 And the grinding discs that contained
25 asbestos, do you know who made those?

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1 A. No, sir.
2 Q. All right. Did you see any warnings on
3 those?
4 A. No, sir.
5 Q. Okay. Did you get those from the Duke
6 Power supply room?
7 A. Yes, sir.
8 Q. Okay. And do you believe work with
9 those grinding discs exposed you and Mr. Jonas to
10 asbestos dust?
11 MR. HUMEN: Object to form.
12 A. If it was in there, we did -- it did.
13 Q. All right.
14 Okay. I was looking at Mr. Fincher's
15 deposition yesterday, and I wanted to ask you a few
16 things. I'm going to try to go quickly because I
17 think you're going to agree with most of this, but
18 I just wanted to hear your perspective on some of
19 the things he talked about, okay?
20 A. Yes, sir.
21 Q. One thing he said was, in the early
22 days -- and I think you said this already this
23 morning, but I want to make sure -- in the early
24 days at Duke Power, in the '70s and the early '80s
25 at Catawba, the welders and the pipe fitters were

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1 not in the same screw.
2 A. Yes, sir.
3 Q. Is that right?
4 A. Yes, sir.
5 Q. Okay. They split them up, and then
6 later on they blended them together into one crew,
7 right?
8 A. Yes, sir.
9 Q. Okay. And so how many welders would be
10 in your welding crew at Catawba in those early
11 days?
12 A. Well, it would just be the one -- like
13 I would be working in an area, I would only have
14 one welder with me.
15 Q. Right. So you're saying like
16 day-to-day, it might just be a pair, but you had a
17 larger crew of welders that you could be divided up
18 into -- divided up in from, right?
19 A. Yes, sir.
20 Q. Okay. How big was that larger welding
21 crew?
22 A. That welding crews? I don't know.
23 They -- I don't know how many was in a crew for
24 them.
25 Q. Was it more than 100 people?

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1 A. I don't -- there was so many crews
2 there. There were 3,000 people worked there --
3 Q. Sure.
4 A. -- at Catawba.
5 Q. So you just don't know how many people
6 were in your welding crew at Catawba?
7 A. No, sir.
8 MR. HUMEN: Object to the form.
9 Q. Okay.
10 How about at -- how about the pipe
11 fitting crew at -- and I'm sorry. I've been
12 saying, your welding crew. It would be Mr. Jonas'
13 welding crew. You were in a pipe fitting crew.
14 A. Yes, sir.
15 Q. Right?
16 A. At Catawba.
17 Q. At Catawba, right.
18 And do you know how many welders were
19 in Mr. Jonas' welding crew?
20 A. No, sir.
21 Q. Okay.
22 The other thing that Mr. Fincher
23 testified about was, he said that when you all left
24 Catawba and went to Oconee, and then Catawba -- I'm
25 sorry. Let me back up.

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1 You go to Oconee in '84?
2 A. Yes, sir.
3 Q. Mr. Fincher said he was a little
4 longer, he didn't get there until '85. I don't
5 know if you remember that or not. Does that sound
6 right?
7 A. Yes, sir.
8 Q. Okay.
9 And he said that when -- that Oconee is
10 kind of your home base.
11 A. Yes, sir.
12 Q. But then you would get loaned out to a
13 lot of these other coal-burning plants that you've
14 talked about this morning, right?
15 A. Yes, sir.
16 Q. Okay.
17 And he said that when the crew would do
18 that work, he called it -- he said, we were kind of
19 like the boiler team.
20 A. Yes, sir.
21 Q. Would you agree with that?
22 A. Yes, sir.
23 Q. Okay.
24 And he said that there were other crews
25 that were responsible for pumps.

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Page 146

1 A. Yes, sir.
2 Q. And other crews that were responsible
3 for valves, right?
4 A. Yes, sir.
5 Q. And occasionally you all might help set
6 or take out a pump or a valve?
7 A. Yes, sir.
8 Q. But overall, as far as doing any of the
9 work to a pump or a valve, that was another crew's
10 job?
11 A. Unless you got loaned out to a pump
12 crew.
13 Q. Okay. Unless you got loaned out to a
14 pump crew. But overall, that was not your job?
15 A. No, sir.
16 Q. Okay.
17 A. But we were loaned out to a pump crew.
18 Q. From time to time?
19 A. Mm-hmm (affirmatively).
20 Q. Okay. And when you were loaned out to
21 a pump crew, I'm guessing that would be in the
22 situation where you've got a really big pump and
23 you need a lot of hands to be able to set it in
24 place, right?
25 A. Well, they wouldn't be set. They would

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1 be tearing them apart and doing something to them.
2 I don't know what they would be doing, but --
3 because, you know, we didn't take it -- they just
4 told us what to do.
5 Q. Okay. What kind of things would they
6 tell you to do?
7 A. That I can't remember now, because we
8 was down in there, they were up here, and they
9 would tell us what to do.
10 Q. Got you. But as you sit here, you just
11 can't remember what those tasks would have been?
12 A. No, sir.
13 Q. All right.
14 And then the other thing that Mr.
15 Fincher said, that I think you have said this
16 morning, is that you all never received respirators
17 from Duke Power for asbestos --
18 A. No, sir.
19 Q. -- in the '70s or '80s. Is that right?
20 A. We did not.
21 Q. Okay. The only time that you received
22 a respirator from Duke Power in the '70s or the
23 '80s was to prevent possible radiation exposure,
24 obviously at the three nuclear facilities?
25 A. It was radiation contamination.

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1 Q. Right. Right. But that's the only
2 time that Duke gave you a respirator?
3 A. Yes, sir.
4 Q. Until you had that class at Lee in
5 1989?
6 A. Yes, sir.
7 Q. Okay.
8 One story that we heard from Mr.
9 Fincher that was interesting was, he testified that
10 in the late '80s, at Lee, he remembered going -- I
11 couldn't tell if he had gone on top of a boiler or
12 on top of some other piece of equipment, but he
13 said he was up there with -- is it Mr. -- I'm
14 sorry -- is it Mr. Raylen? What was the gentleman
15 who we talked about just a second ago off the
16 record?
17 A. Gaylen.
18 Q. Gaylen. Thank you.
19 He said he went up there with Mr.
20 Gaylen and there was a lot of dust, that another
21 crew had removed a bunch of insulation the night
22 before.
23 A. Yes, sir.
24 MR. HUMEN: Object to the form.
25 Q. And he said he and Mr. Gaylen were

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1 working in that dust and getting dusty, and
2 somebody came out and said, what are y'all doing in
3 all that insulation; that's got asbestos in it.
4 MR. HUMEN: Object to the form.
5 Q. And then they went and reported this to
6 one of your supervisors, Mr. JR Wilson?
7 A. Yes, sir.
8 Q. And Mr. Wilson said, forget about that;
9 just go back to work. Do you remember that story
10 at all?
11 MR. HUMEN: Object to form.
12 A. No, sir, but I would have had to have
13 been right there with him and working in the -- on
14 the job that they were doing.
15 Q. Okay. But so you would have been
16 there, but as you sit here, you just don't remember
17 that happening?
18 A. Well, I wouldn't be in the area with
19 him unless we was working on a boiler at the same
20 time.
21 Q. Okay. Got you.
22 But this story that I'm trying to
23 recount, probably poorly, from what Mr. Fincher
24 said, that doesn't ring a bell with you?
25 A. No, sir.

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1 Q. Okay. That's fine. 2 When -- well, okay. I want to talk now 3 a little bit more about you and Mr. Jonas' -- your 4 and Mr. Jonas' job responsibilities. 5 When you started at Catawba in 1977, 6 you said Mr. Jonas was already there? 7 A. And -- yes, sir, as far as I remember. 8 Q. Okay. Do you know how long he had been 9 there? 10 A. No, sir. 11 Q. Okay. Had you met Mr. Jonas before 12 that time? 13 A. No, sir. 14 Q. All right. Do you know what he did 15 before that time? 16 A. No, sir. 17 Q. Okay. Do you know how long he had been 18 at Duke? 19 A. Wait a minute. I do know one place 20 that he told me he had worked at the Gaston Tool 21 and Dye. 22 Q. Yes, sir. 23 We have some discovery responses from 24 the plaintiffs, and they tell us that he worked at 25 Gaston County Dyeing Machine company from	1 '70s; is that right? 2 A. I can't remember the date. 3 Q. Okay. This is before you go to Catawba 4 at Duke Power, right? 5 A. Yes, sir. 6 Q. Is this the first job -- the -- did you 7 have a job between this and Catawba, or was this 8 the job that you had before Catawba? 9 A. Before I went to work for Catawba. 10 Q. All right. 11 A. I quit Metrolina and went to work for 12 Catawba. I had got out of the Marine Corps in 13 1972. 14 Q. So it's got to be between '72 and '77, 15 right? 16 A. I went to -- I worked for, when I got 17 home from Vietnam, I worked for a lumber company in 18 Lincolnton for a little while, and then I went to 19 work with the -- back to work with the sprinkler 20 company, because I worked with them before I went 21 in the Marine Corps. I got drafted. 22 Q. What year did you get drafted? 23 A. '68. 24 Q. '68. Thank you for your service, by 25 the way.
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1 approximately 1970 to '77. Does that sound right 2 to you? 3 A. Only reason I remember that is because 4 we put the fire protection in that plant when I 5 done fire protection. 6 Q. This was years later? 7 A. No. It was before I went to work for 8 Duke. 9 Q. I see. Who were you working for then? 10 A. I worked for Crawford Sprinkler 11 Company. And I think I was working for Metrolina 12 Sprinkler Company then. 13 Q. Metrolina Sprinkler Company? 14 A. Yes, sir. 15 Q. Okay. And so this is a company where 16 you're doing pipe fitting work, installing 17 sprinkler systems? 18 A. Yes, sir. 19 Q. Okay. And you remember installing the 20 sprinkler system at the Gaston County Dyeing 21 Machine facility? 22 A. Yes, sir. 23 Q. Did you see Mr. Jonas there? 24 A. No, sir. 25 Q. Okay. But this would have been in the	1 Do you think that you were at the 2 Gaston County Dyeing Machine company before or 3 after you were drafted? 4 A. It was after. 5 Q. After? Okay. So we're sometime in the 6 '72 to '77 window, right? 7 A. Yes, sir. 8 Q. All right. Do you remember there being 9 asbestos insulation in that facility? 10 A. No, sir. We didn't even know nothing 11 about that stuff then. 12 Q. Okay. Do you remember there just being 13 insulation generally at that facility? 14 A. I don't remember. I just remember I 15 worked there. And the only reason I remember that, 16 because I remember Ronnie told me he had worked 17 there, and I told him I had worked there. 18 Q. Got it. 19 A. You know, we was just talking. 20 Q. And do you know what his job was there? 21 A. No, sir. 22 Q. Okay. By the time you met -- 23 A. One reason I remember that, there was 24 some man, he invented something there, and he had 25 got a patent for it, and Ronnie worked there, I

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1 think, when he did. We talked about that a little
2 bit.
3 Q. Somebody invented something and got a
4 patent, and you talked to Ronnie about that?
5 A. Yes, sir. Well, Ronnie was telling me
6 about it.
7 Q. Got you.
8 When you met Mr. Jonas in '77, was he a
9 pretty experienced welder by that point?
10 A. Yes, sir.
11 Q. Okay. Do you know if he had any
12 welding certifications?
13 A. Well, he had to, to work at Duke.
14 Q. Okay. Do you know what those were?
15 A. No, sir.
16 Q. Okay. Would he have had to have a
17 higher or a specialized welding certification to
18 work in the nuclear facilities?
19 A. No, sir.
20 Q. Okay.
21 A. Matter of fact, some of the guys from
22 Spartanburg Tech came to work for Duke. They
23 worked in the -- they worked in the reactor
24 building straight out of school.
25 Q. You --

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1 A. After they got qualified at Duke. You
2 still had to take a welding test.
3 Q. This is somebody else, not Mr. Jonas?
4 A. Yeah.
5 Q. Okay.
6 All right. When you first worked with
7 Mr. Jonas at Catawba, you said y'all were in
8 different crews.
9 A. Yes, sir.
10 Q. And I wasn't clear on those first seven
11 years that y'all are at Catawba only, right? You
12 don't go to any other facility from '77 to '84,
13 right?
14 A. No, sir.
15 Q. Catawba every single day?
16 A. Yes, sir.
17 Q. All right. And you're building that
18 plant. This isn't outage work, right?
19 A. Just building it.
20 Q. You're building the plant. So the only
21 work that you're doing is installing piping systems
22 and associated equipment, fair?
23 A. Yes, sir.
24 Q. Okay.
25 All right. You're not removing

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1 anything during this period, right?
2 A. Well, unless something didn't work, you
3 know, and you had to take it back out and replace
4 it.
5 Q. All right. Do you remember that ever
6 happening with Mr. Jonas during that period?
7 A. Yes, sir.
8 Q. Okay. What do you remember?
9 A. There was -- there was some big valves
10 that we had to remove.
11 Q. And is this because the valves were
12 leaking?
13 A. I don't know why, but they moved them
14 from one side to the other side, to the other side.
15 Q. Other side of what?
16 A. Well, they had unit one and unit two.
17 Q. Okay.
18 A. They moved them from unit two over to
19 unit one. And I don't -- I can't remember the
20 reason.
21 Q. Do you know what brand valves those
22 were, as you sit here today?
23 A. No, sir.
24 Q. And again, this is before the system is
25 online, right?

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1 A. Yes, sir.
2 Q. Okay.
3 Y'all were in different crews during
4 this time, so obviously you and Mr. Jonas would not
5 work together every day?
6 A. No, sir.
7 Q. Fair? Okay.
8 Is there any way for you to estimate
9 how often you would work with Mr. Jonas during
10 those first seven years at Catawba?
11 A. It would probably be like a day at a
12 time, you know, like we'd finish a job and then we
13 would go do a different job, where I might go do
14 something at -- that don't even require a welder,
15 you know?
16 Q. Right.
17 A. A lot of times I would work, I wouldn't
18 even have a welder.
19 Q. Sure. So you're a pipe fitter. He's a
20 welder. Sometimes there would be a job where you
21 would need one of each, sometimes there would be a
22 job where you wouldn't need one of each, right?
23 A. Yes, sir.
24 Q. And then sometimes when there was a job
25 that you needed one of each, you probably wouldn't

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Page 158 1 be assigned to Mr. Jonas every time, right? 2 A. No, sir. 3 Q. Okay. Would there been entire weeks 4 that you would go without working with Mr. Jonas? 5 A. Yes, sir. 6 Q. Okay. Would there be months that would 7 go by where you wouldn't -- 8 A. Yes, sir. 9 Q. -- work with Mr. Jonas? Okay. 10 And as a -- y'all are basically what I 11 would call a piping crew at this point, right? I 12 mean, your job is a pipe fitter, and a pipe 13 fitter's job generally is to hang and connect 14 pipes, right? 15 A. Yes, sir. 16 Q. And then Mr. -- 17 A. A lot of times, though, we wouldn't 18 even have to hang the pipe. It would already be 19 hanging. Or we would fab it up in there and then 20 hang it. 21 Q. Right. 22 And so Mr. Jonas' job as a welder is to 23 weld those pipes in together, right? 24 A. Yes, sir. 25 Q. Okay.	Page 160 1 pipe-on-pump or a pipe-on-valve connection that's 2 welded, there's no gasket there, right? 3 A. No, sir. 4 Q. Right. That is -- literally, you're 5 melting the metal together to create the 6 connection? 7 A. Yeah. And you add some -- you add 8 metal to it. 9 Q. Right. Good point. 10 And then the third way that you can 11 have a connection like this would be a threaded 12 connection? 13 A. Yes, sir. 14 Q. And a threaded connection would be like 15 pipe threads that people have, to use probably a 16 really bad analogy, like putting your garden hose 17 up, it's got a thread that you screw into the valve 18 that opens to let water go through your hose at 19 your house, right? 20 A. Yes, sir. 21 Q. Okay. 22 Did you all have threaded connections 23 on certain pieces of equipment at Duke Power over 24 your career? 25 A. Yes, sir.
Page 159 1 And then as far as installing a pump or 2 a valve at this facility -- well, and maybe I 3 should talk more generally first. 4 There are three ways that you can hook 5 up a pipe to a pump or a valve or really anything, 6 right? 7 A. Yes, sir. 8 Q. One way is, you talked about having a 9 flanged connection, right? 10 A. Yes, sir. 11 Q. And that's where you've got a 12 metal-on-metal connection and you need a gasket in 13 between the two connections to prevent it from 14 leaking, right? 15 A. Bolted. 16 Q. Right. And you would bolt the gasket 17 in place? 18 A. Yes, sir. 19 Q. To create that seal, right? 20 A. Yes, sir. 21 Q. Okay. 22 Another way to connect them would be to 23 weld them together, right? 24 A. Yes, sir. 25 Q. And if you have a pipe-on-pipe or a	Page 161 1 Q. Okay. And if you have a threaded 2 connection, again, there's no gasket associated 3 with that, right? 4 A. No, sir. 5 Q. Okay. And -- 6 A. Unless you have to break the bonnet to 7 get it in the system. 8 Q. Okay. And so you're talking not about 9 the connection to the pipe. You're talking about 10 there could be some equipment that might have an 11 internal gasket or a bonnet gasket on it? 12 A. Yes, sir. 13 Q. And that's different than what I'm 14 talking about, which is the connection itself, 15 right? 16 A. Yes, sir. But on one job we had to 17 break bonnets on some valves to get them in the 18 system. 19 Q. Okay. Where was that? 20 A. Oconee. 21 Q. Okay. Was Mr. Jonas with you when you 22 did that? 23 A. No, sir. 24 Q. Okay. 25 And as far as working on the internals

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1 of a pump or a valve, again, that wasn't ever your
2 job or Mr. Jonas' job, right?
3 A. Not unless we was loaned out to a pump
4 crew.
5 Q. Okay. But again, you wouldn't actually
6 be the one doing work on the inside of it, right?
7 A. Well, on one job we did.
8 Q. Okay.
9 A. Me and Luke Garren did.
10 Q. Okay.
11 A. I mean Luke Goetting did.
12 Q. Okay. But Mr. Jonas wasn't with you
13 then, right?
14 A. No, sir.
15 Q. Okay.
16 So when you're loaned out to a pump or
17 a valve crew, like you're talking about, it's
18 really to give an extra set of hands for some kind
19 of heavy lifting work, right?
20 A. Yes, sir.
21 Q. So you're not doing the technical
22 aspects of messing with the inside of a pump or a
23 valve ever, right?
24 A. No, sir.
25 Q. And Mr. Jonas wasn't either, was he?

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1 A. No, sir.
2 Q. Okay.
3 All right. By the way, I should have
4 said this at the beginning, if you need to take a
5 break at any time, just let me know, okay?
6 A. Okay.
7 Q. I'm happy to stop. We can take one now
8 or I am going to keep going.
9 A. I'm fine.
10 Q. Okay.
11 All right. You talked a good deal
12 earlier about different plants that you worked with
13 your crew at. And we talked about this a minute
14 ago. Oconee was kind of the home base, but then
15 there would be outages at other plants, and you all
16 might be loaned out for a month here or several
17 months there on a project, basically, right?
18 A. Yes, sir.
19 Q. Okay. And you gave some pretty good
20 detail on some of these plants, and I wanted to
21 walk through them very quickly and see if we could
22 put a time period on any of these. And if we
23 can't, that's fine.
24 But if I understand your testimony, all
25 of this outage work would have been done after

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1 1984, right?
2 A. Yes, sir.
3 Q. Okay. And this is all outage work that
4 you're talking about as a Duke Power employee, so
5 it all happens between '84 and '96, right?
6 A. Yes, sir.
7 Q. Okay.
8 And so you talked about working at the
9 Lee power station, you talked about working on, I
10 think you said a natural gas line, and then you
11 said, no, maybe it was an oil line, and then doing
12 some work on a smokestack. Were you at -- how many
13 times do you believe you were at Lee?
14 A. We was at Lee quite a bit.
15 Q. Okay. Is it more than a dozen times?
16 A. I would be scared to say.
17 Q. That's fine.
18 A. I couldn't give you a time.
19 Q. Let me ask you this: Was there ever a
20 time that you went to Lee when Mr. Jonas was not
21 with you?
22 A. I don't -- I think he was with us every
23 time we went, I think.
24 Q. Okay. Would there be times where your
25 crew was split up so that Mr. Jonas might go to one

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1 and you may stay at Oconee, or you may go to one,
2 and he may stay back or go to a different --
3 A. Yes, sir. We was split up quite a bit.
4 Q. Okay. How often would you say that
5 happened, where --
6 A. It would all depend on the job.
7 Q. Sure. Sure. But are we talking about
8 a few times a year, you might go to one, and he
9 might go to another?
10 A. All right. It would -- most likely, he
11 would stay at Oconee when I got sent somewhere.
12 Q. I got you.
13 A. The only reason that would happen is,
14 like I volunteered to go somewhere.
15 Q. They need four people, and you were one
16 of them, and he wasn't?
17 A. Yes, sir.
18 Q. That's just an example, obviously.
19 And would that happen a couple times a
20 year, would you say?
21 A. Most likely it would be like one time a
22 year.
23 Q. One time a year. Okay. And would
24 there also be once or twice a year where Mr. Jonas
25 may go to another facility and you would hang back

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Page 166 1 at Oconee? 2 A. I don't remember a time that he did. I 3 don't remember. 4 Q. Okay. 5 A. I cannot remember. 6 Q. Okay. 7 The times that you talked about going 8 to Lee quite a bit, do you think those were all 9 in -- or can you give me a year or estimate a time 10 period, like late '80s or early '80s? It wouldn't 11 be early '80s. 12 A. It would be in the '80s, after '84, 13 because we -- I know we worked maybe three years at 14 Oconee, and we didn't go nowhere, or -- and then we 15 started, you know, getting sent around. 16 Q. So you're saying you were at Oconee for 17 three years before you started getting sent around 18 to other facilities? 19 A. I think so. 20 Q. Are you sure about that? 21 A. I'm not sure about that. 22 Q. That's fine. 23 A. Because we worked at the rad waste, 24 and then we got -- we started working in the main 25 part of the -- see, it was sectioned off from the	Page 168 1 Q. Okay. 2 I'm going back to some of these other 3 plants. The Marshall plant, you said you were 4 there at least three times. Can you tell me 5 approximately when that was? 6 A. No, sir. 7 Q. All right. Again, between '84 and '96, 8 right? 9 A. Yes, sir. 10 Q. But you can't be more specific than 11 that? 12 A. No, sir. 13 Q. All right. Same thing for Plant Allen. 14 You said you went one time. 15 A. Yes, sir. 16 Q. Do you remember approximately when that 17 was? 18 A. No, sir. 19 Q. Okay. 20 Same thing for Cliffside. You said you 21 think you went there two times with Mr. Jonas? 22 A. Yes, sir. 23 Q. Can you tell me approximately when? 24 A. No, sir. 25 Q. All right.
Page 167 1 Oconee. 2 Q. What was sectioned off? I'm sorry. 3 A. The rad waste building. 4 Q. Was that the primary area that you were 5 assigned at Oconee? 6 A. When we first went down there. 7 Q. And what was it called, the red (sic) 8 waste building? 9 A. Yes, sir. 10 Q. And what was the purpose of that 11 building? 12 A. It was something to do with the rad 13 waste that's created after the plant is running, 14 you know? I don't think it ever worked. 15 Q. It never worked? 16 A. I don't think it did. I don't know. 17 Q. And that plant, Oconee, was operational 18 when you all went in '84, right? 19 A. Yes, sir. 20 Q. Do you know approximately when it was 21 built? 22 A. It was built in the '60s. 23 Q. Do you know how long it had been 24 running? 25 A. No, sir.	Page 169 1 And then same thing for Buck. You went 2 one time at Buck, and you talked about some boiler 3 work that y'all did. 4 A. Yes, sir. 5 Q. Do you remember approximately when that 6 was? 7 A. No, sir. 8 Q. Was that -- could you say that that was 9 before or after you received that asbestos training 10 at Lee? 11 A. I can't remember. 12 Q. That's fine. 13 Same thing for Belews Creek -- 14 A. It was probably after we received the 15 training. 16 Q. At Buck? 17 A. Yes, sir. 18 Q. Okay. Do you remember wearing 19 respirators at Buck? 20 A. We did not wear respirators. 21 Q. Even after you got the training? 22 A. Yes, sir. 23 Q. Okay. Why not? 24 A. I -- they said we didn't have to, I 25 guess.

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1 Q. Do you believe you were exposed to
2 asbestos then?
3 A. Yes, sir.
4 Q. Okay. Do you believe Mr. Jonas was
5 exposed to asbestos at Buck after he received that
6 training?
7 A. Yes, sir.
8 Q. Okay. And did Mr. Jonas wear a mask?
9 A. No, sir.
10 Q. Okay. Were masks available by that
11 point after you had gotten the training?
12 A. I don't think so.
13 Q. Okay.
14 How about Belews Creek? You said you
15 went there one time, approximately there four
16 weeks, Ronnie was welding some tubes on a boiler.
17 You said --
18 A. He was welding. I don't know what he
19 was welding on because I didn't work with him then.
20 Q. That's fine. Do you know, was that
21 before or after the training at Lee?
22 A. After.
23 Q. After.
24 Do you believe Ronnie was exposed to
25 asbestos at that job site?

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1 A. If it was there, he was.
2 Q. Did you all wear masks or respirators
3 then?
4 A. I don't know what they -- I worked in
5 the tool room then, at Belews Creek.
6 Q. Did you all have masks or respirators
7 available in the tool room to give to people?
8 A. No, sir.
9 Q. Okay.
10 Do you remember, during your entire
11 career at Duke, whether masks or respirators were
12 available to workers who wanted to wear one?
13 A. I know they were because some of the
14 insulators wore them.
15 Q. Okay. Were the insulators the only
16 trade that wore them?
17 A. Yes, sir.
18 Q. Okay. So you never wore a respirator
19 during your entire career at Duke Power?
20 A. Yeah, I wore a respirator.
21 Q. Okay. When did you wear a respirator?
22 A. When I had to do radiation work.
23 Q. I'm sorry. I was just talking about
24 for asbestos.
25 A. No.

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1 Q. That's a great point. I had forgotten
2 about that. I know you said that several times
3 this morning.
4 And as far as working with asbestos,
5 you never wore a respirator --
6 A. No, sir.
7 Q. -- at Duke Power?
8 A. No, sir.
9 Q. Okay. And as far as working with
10 asbestos, Mr. Jonas never wore a respirator at Duke
11 Power; is that true?
12 A. Not as I know of, no, sir.
13 Q. Okay.
14 You talked about being at Buzzard Roost
15 one time. You were there about four weeks. You
16 thought Ronnie was there about six weeks. Do you
17 know if that was before or after y'all received
18 that training at Lee?
19 A. It would be after.
20 Q. After.
21 Do you believe that Mr. Jonas was
22 exposed to asbestos during that time?
23 A. If it was -- if it was in the area we
24 worked in, we were.
25 Q. How about at McGuire? You said one

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1 time it was an outage, you don't really remember
2 what y'all did, but do you know if that was before
3 or after you got that training at Lee?
4 A. That was after.
5 Q. Okay. Do you believe Mr. Jonas was
6 exposed to asbestos from the insulation at McGuire?
7 A. Yes, sir. In fact, when I got laid
8 off, Ronnie was on a traveling crew. He worked for
9 a Mike Hanline.
10 Q. Okay. What's a Mike Hanline?
11 A. He was a supervisor.
12 Q. When you all worked at Ocone, did you
13 have an area that you were primarily working in?
14 A. No, sir. It was just wherever the job
15 was.
16 Q. Okay.
17 A. We covered the whole plant.
18 Q. Something you testified to this morning
19 was, you talked about Mr. Jonas using what -- I
20 think you called them welding blinds.
21 A. Yes, sir.
22 Q. Tell me about those. What was that?
23 A. It was just a blind, a blind that you
24 put up, you know, so that people don't get their
25 eyes burned when they're welding.

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1 Q. And what's it made out of?
2 A. Well, we used to make them out of that
3 asbestos cloth at Catawba, when they had it, and
4 then they were made out -- they were plastic, like
5 a green plastic or black plastic.
6 Q. Okay.
7 So is this -- we talked about the
8 asbestos cloth being like a blanket. Are we
9 talking about another kind of blanket or is this --
10 A. No. It's a roll. You roll it off and
11 then you cut it and hang it over your blind so that
12 nobody would get their eyes burned.
13 Q. I got you. And so it's hung --
14 A. You would hang it over a piece of pipe
15 or anything.
16 Q. Okay. Got it.
17 A. That was just to protect other workers
18 from getting their eyes burned.
19 Q. Understood.
20 Duke Power had regular safety meetings,
21 didn't they?
22 A. The crew did.
23 Q. Your crew did?
24 A. And then once in a while they would
25 have like a group meeting.

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1 Q. A group meeting at each -- like at a
2 given facility where all the crews would meet
3 together?
4 A. Yes, sir.
5 Q. Okay. How often would the crew safety
6 meeting happen?
7 A. Later on it was every day.
8 Q. Okay. How about when you first got to
9 Catawba?
10 A. No, they didn't have no safety
11 meetings.
12 Q. They didn't have like a once-a-week or
13 a once-a-month meeting?
14 A. They had big meetings, but it wouldn't
15 be nothing at -- you know, it would just be
16 periodic.
17 Q. Okay. But during periodic meetings,
18 would they talk about safety even in those early
19 days?
20 A. A little bit.
21 Q. Okay.
22 And what are the kinds of things,
23 before you got to the asbestos class that y'all
24 took, what are the kinds of things that would be
25 talked about at these safety meetings?

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1 A. Mostly fall protection.
2 Q. Okay. Right. So you go up high on a
3 ladder, you've got to be sure to --
4 A. They had a set distance, you know, I
5 think it started off at four-foot, and then they
6 went to any distance. Any change in elevation, we
7 had to wear a safety harness.
8 Q. Right.
9 Were y'all required to wear hardhats?
10 A. Hardhats, face shields, and earplugs.
11 Q. Okay. And the --
12 A. Steel-toe shoes.
13 Q. The face shield was for the welders; is
14 that right?
15 A. No. That's for grinding.
16 Q. For grinding?
17 A. The welders had a welding shield.
18 Q. Right.
19 A. You can't weld without one of them.
20 Q. Sure. And were those provided by Duke
21 Power?
22 A. The welding shields and grinding
23 shields?
24 Q. Yes, sir.
25 A. Yes, sir.

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1 Q. Okay. How about the hardhats?
2 A. Yes, sir.
3 Q. Were y'all required to wear steel-toe
4 boots?
5 A. Later on we were.
6 Q. Not at first?
7 A. Not at first.
8 Q. You could wear sneakers or --
9 A. No. You had to wear boots.
10 Q. You had to wear boots. I got you.
11 Just didn't have to have steel toes?
12 A. I can't remember when that started. It
13 started at Catawba.
14 Q. Did they provide you with the boots or
15 did you have to buy those?
16 A. We had to buy them.
17 Q. Okay. And you'd get written up if you
18 didn't have your steel-toe boots on?
19 A. You'd get fired.
20 Q. You'd get fired for that?
21 A. (nods head up and down)
22 Q. Okay.
23 And do you remember them talking during
24 any of these safety meetings or at any other time
25 about OSHA?

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Page 178 1 A. Yes, sir. 2 Q. What do you remember about OSHA at Duke 3 Power? 4 A. Well, I can remember OSHA, when it got 5 started. I was working when it got started. 6 Q. And when was that? 7 A. I can't remember, but I can remember 8 when they started with OSHA, you know. 9 Q. Was that before or after you started at 10 Duke Power? 11 A. That was before. 12 Q. Before? Okay. 13 And what -- 14 A. I knew about it before I worked for 15 Duke Power. 16 Q. I got you. What do you remember about 17 that? 18 A. Not a whole lot. 19 Q. This is when you're with Metrolina 20 Sprinkler? 21 A. Well, I was probably with another 22 company. I was with another company then. It's -- 23 I can't remember the name of it, when it started. 24 See, I went on the road in 1966, 25 started pipe fitting. I started in 1966.	Page 180 1 Q. Okay. 2 So you remember OSHA as starting in the 3 '90s? 4 A. It started in -- after -- somewhere 5 between '90s -- 1966 to 1984, it started in there. 6 Q. Okay. 7 A. That's where I remember OSHA, because I 8 remember when it started. 9 Q. Okay. What do you remember when it 10 started? What's your memory about that? 11 A. We're just going to have to start 12 wearing safety harnesses and stuff like that when 13 we change distance, you know? 14 Q. Okay. 15 A. Because when I first started working 16 with them, we didn't have to wear a harness, a 17 hardhat, or nothing. 18 Q. Right. 19 And do you remember in those 20 conversations that you had with somebody about OSHA 21 when that started, anybody talking about asbestos? 22 A. No, sir. 23 Q. Okay. Do you remember anybody talking 24 about dust generally, keeping dust down, wearing 25 breathing protection, anything like that?
Page 179 1 Q. Was that at Charlotte Automatic 2 Sprinkler Company or Crawford Sprinkler Company? 3 A. I started with General Automatic in 4 1966. 5 Q. But do you remember who you were 6 working for when OSHA started? What about Tar Heel 7 Sprinkler Company? 8 A. It might have been them. 9 Q. Or maybe Southeastern Sprinkler 10 Company? 11 A. No. It was probably Tar Heel, I think. 12 Q. Okay. 13 A. I'm not certain I can remember. I can 14 remember one of the guys that started talking 15 about -- his last name was Love. I remember him. 16 And I can't remember the supervisor. I think it 17 was Charlie Decent, was the supervisor. 18 Q. All right. So these were -- 19 A. And this was after 1996. 20 Q. Oh, okay. I thought you were talking 21 about OSHA being in the '70s, before you got to 22 Duke. 23 A. No. No. 24 Q. Okay. I misunderstood you then. 25 A. Okay.	Page 181 1 A. No, sir. 2 Q. Okay. 3 All right. We've been going about an 4 hour. How are you doing? 5 A. I'm fine. 6 Q. All right. We'll keep going then. 7 Oh, I know. You had mentioned one 8 valve company that you remembered that I wanted to 9 ask you about, and that was Anchor Darling valve. 10 A. Yes, sir. 11 Q. What do you remember about seeing an 12 Anchor Darling valve? 13 A. I don't remember a whole lot about it. 14 Later on, when we had to remove valves at -- they 15 started procedures, and when you remove a valve, 16 you had to write all the information down, you 17 know, the brand and everything, and what it was 18 replaced with. 19 Q. And this would have been the later 20 years at Duke, right? 21 A. Yes, sir, a lot later. 22 Q. They were getting better about 23 recordkeeping, I'm guessing? 24 A. Yes, sir. 25 Q. And so are you saying -- I'm just

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Page 182 1 trying to understand what you're saying. Are you 2 saying you think you remember it because you 3 remember writing down, Anchor Darling? 4 A. Yes, sir. 5 Q. I got you. 6 Would this have been in the '90s? 7 A. Yeah, it would have had to be in the 8 '90s. 9 Q. Okay. Can you say that you remember 10 seeing an Anchor Darling valve before then? 11 A. No, sir. 12 Q. Okay. And -- 13 A. But if they were in the plant, we were 14 around them, you know. 15 Q. But I'm just trying to get at what you 16 remember, okay? 17 A. Okay. 18 Q. All right. 19 So your memory is that you think you 20 removed some Anchor Darling valves in the 1990s at 21 Duke Power, right? 22 A. Yes, sir. 23 Q. Okay. Can you tell me a facility where 24 this happened? 25 A. It would have to be -- it either is a	Page 184 1 A. If it was in a steam line, it would 2 have. 3 Q. Even in the '90s? 4 A. Yes, sir. 5 Q. And this would have been after y'all 6 received that training -- 7 A. No, it would be before. 8 Q. Well, I thought we said that the 9 training was in '89, right? 10 MR. HUMEN: Object to form. 11 A. Yes, sir. 12 Q. Okay. And we're talking about Anchor 13 Darling valve being in the '90s, right? 14 A. Yes, sir. 15 Q. Okay. 16 All right, sir. Can you -- 17 A. But we worked a lot before the 18 training. 19 Q. Yes, sir, and I understand that. We've 20 talked about that a good bit, right? 21 A. Yes, sir. 22 Q. I'm just trying to get at what you 23 remember, all right? 24 A. Yes, sir. 25 Q. For any Anchor Darling valve you
Page 183 1 turbine building or auxiliary building. 2 Q. Okay. And I don't want you to guess. 3 A. Okay. 4 Q. If you can't remember, you can't 5 remember. 6 A. I can't remember. 7 Q. Okay. 8 And you said a turbine building or an 9 auxiliary building, but -- I don't know why I 10 couldn't say that word -- but can you even tell me 11 a plant that we're talking about? 12 And again, I don't want you to guess. 13 I just want to see what you can tell me, what you 14 remember. 15 A. No, sir. 16 Q. Okay. Can you swear that Mr. Jonas was 17 there when you removed an Anchor Darling valve? 18 A. No, sir. 19 Q. Okay. Can you swear that an Anchor 20 Darling valve that you ever encountered was 21 insulated? 22 A. No, sir. 23 Q. All right. Can you swear that an 24 Anchor Darling valve that you ever encountered had 25 any asbestos associated with it in the 1990s?	Page 185 1 remember, can you tell me a type of valve? Do you 2 know what I mean by type? 3 A. Yes. It would be a -- probably a -- 4 Q. And I don't want you to guess. 5 A. It wouldn't be a gate valve. It would 6 be a -- I can't remember. 7 Q. That's fine. And I'm guessing you 8 can't tell me a size or a temperature rating or a 9 pressure rating or anything like that on one of 10 these valves? 11 A. I can probably tell you the size of 12 some of them. Some of them were six and 13 eight-inch. 14 Q. Okay. Are you sure about that for 15 Anchor Darling or are you guessing? 16 A. I'm guessing. 17 Q. Okay. 18 A. We've worked on pipe from one inch to 19 ten feet in diameter. 20 Q. Right. A ten-foot diameter pipe is a 21 big one. 22 A. The biggest valves we worked on was 23 seven feet in diameter. 24 Q. Wow. 25 A. I've put in a lot of valves that was

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Page 186 1 36-inch. 2 Q. That's still a big valve. 3 A. Yes, sir. 4 Q. And again, you can't tell me a 5 temperature rating or a pressure rating or anything 6 like that for Anchor Darling, right? 7 A. No, sir. 8 Q. Okay. 9 And when you -- you're talking about 10 just straight up removing a valve from the line, 11 right? So you're not messing with the internals of 12 it or anything, right? 13 A. Not unless it was one that -- no, sir, 14 not unless it was one we had to take apart. 15 Q. Right. But that wasn't true for these, 16 right? 17 A. Sir? 18 Q. You weren't taking apart these Anchor 19 Darling valves. This is just you pulling it out of 20 a line and then writing down that you took it out, 21 right? 22 A. Sometimes we would have to break them 23 apart, you know, to get them out of the line, you 24 know? 25 Q. I understand. But can you swear that	Page 188 1 MR. HUMEN: So you just want to go with 2 the top one first? 3 MR. GLENN: Yep, top one first. There 4 should be three copies, and I actually -- 5 MR. HUMEN: I'll grab the folder, if 6 you just want to grab the paper off the top. 7 MR. GLENN: Todd, you can have one, 8 too, if you want. 9 MR. RAINSFORD: Okay. 10 MR. HUMEN: I think that might be the 11 best way, is, I'll just kind of grab the folder and 12 let people... 13 BY MR. GLENN: 14 Q. All right. I'm just going to walk you 15 through these. I'm going to try to be as efficient 16 as I can. 17 The first one -- 18 MR. GLENN: And this will be Exhibit 1 19 to the deposition. I don't know if we can mark it 20 after or... 21 COURT REPORTER: Sure. Well, if there 22 is going to be multiple, I should go ahead and mark 23 them so -- 24 MR. GLENN: Yeah, let's do it. Let's 25 take a break.
Page 187 1 that happened with these Anchor Darling valves? 2 A. No, sir, I can't. 3 Q. All right. 4 There are some -- let me get my... 5 I've got some documents that we got 6 from Duke that I wanted to walk through you with. 7 And I'm going to try to go really quickly. 8 MR. GLENN: I've got an extra copy for 9 you, David. 10 MR. HUMEN: Thank you. 11 MR. GLENN: And I don't know what the 12 best way is to do this. I feel like maybe I just 13 put this between you two and we can go -- I'm going 14 to go in order of the stack. 15 MR. HUMEN: Okay. 16 MR. GLENN: Does that make sense? 17 Do you want to take a break before we 18 do this or -- 19 THE WITNESS: No, sir. 20 MR. GLENN: Okay. I'm going to put 21 this over there. 22 MR. HUMEN: So yeah, I'm trying to 23 figure out the best way to not be doing -- with all 24 the not handling stuff and -- 25 MR. GLENN: I know it.	Page 189 1 MR. HUMEN: Okay. 2 MR. GLENN: Take a quick break and do 3 this and make it easy. 4 MR. HUMEN: Okay. 5 MR. GLENN: I'm sorry. 6 MR. HUMEN: Go off the record real 7 quick. 8 VIDEOGRAPHER: Off the record at 12:24 9 p.m. 10 (After a recess, proceedings were 11 continued as follows:) 12 VIDEOGRAPHER: This is the continuation 13 of the deposition of Mr. Charles Bell. This is 14 Video Number 2. We are on the record at 12:33 p.m. 15 BY MR. GLENN: 16 Q. Mr. Bell, are you ready to continue 17 with your deposition? 18 A. Yes, sir. 19 Q. Okay. 20 We're about to talk about some 21 documents that we got from Duke that I wanted to 22 walk you through, but before we do that, there were 23 a couple of questions I forgot to ask you that I 24 wanted to ask you very quickly, and then we'll get 25 though that, I promise.

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1 One was, you never did any painting 2 work with Mr. Jonas, did you? 3 A. Excuse me? 4 Q. Painting. You never did any paint work 5 at Duke Power with Mr. Jonas, did you? 6 A. No, sir. But I did -- let me correct 7 that. We did one time when we had to paint the 8 auxiliary building. 9 Q. What facility was that? 10 A. It's the part that adjoins the turbine 11 building. 12 Q. Yes, sir, but at which plant? 13 A. Oconee. 14 Q. Okay. This is y'all actually applying 15 paint to the auxiliary building? 16 A. Yes, sir. 17 Q. The auxiliary building at Oconee? 18 A. Yes, sir. 19 Q. All right. So it's a wet product, 20 right? 21 A. Yes, sir. 22 Q. Okay. And that's the only time you 23 ever did any painting-type work with -- 24 A. As far as I can remember. 25 Q. Okay. Do you know who manufactured	1 heavy lifting work that we talked about for other 2 trades that you might help with from time to time, 3 right? 4 A. Yes, sir. 5 Q. Right? 6 A. They had a big fire at Oconee one time, 7 and they had to run new cables to it. 8 Q. Right. 9 But as you sit here today, you can't 10 say that you remember ever seeing Mr. Jonas work 11 with or around an electrician who was doing work on 12 any electrical equipment, can you? 13 A. Yeah, we worked around them. 14 Q. Okay. 15 A. A lot. 16 Q. But Mr. Jonas, it wasn't his job to do 17 that on electrical equipment, was it? 18 A. No. We would be working on our system, 19 and the electricians would be working over here. 20 Q. All right. And what work would they be 21 doing, if you remember? 22 A. I don't know. 23 Q. That's fine. 24 (EXHIBIT 1, 9/22/71 DUKE POWER LETTER, 25 was marked for identification.)
Page 191	Page 193
1 that paint? 2 A. No, sir. 3 Q. Okay. 4 A. Like we would have a painter there and 5 he would mix the paint and everything, and then we 6 would take it and paint the walls and the ceiling. 7 Q. Okay. And were there a bunch of other 8 people with you, doing this work? 9 A. Yes, sir. 10 Q. Okay. 11 The other quick question I wanted to 12 get at was, you never did any work on electrical 13 equipment with Mr. Jonas, did you? 14 A. No, sir. 15 Q. Okay. It wasn't Mr. Jonas' job to ever 16 work on any kind of electrical equipment, was it? 17 A. No, sir. 18 Q. Okay. 19 A. Not as I know of. 20 Q. Right. 21 A. Unless he was loaned out. The only 22 time we worked with the electricians was, we pulled 23 the cable and we ran, put up the hangers, the 24 supports for the cable tray. 25 Q. Right. So that's kind of like the	1 BY MR. GLENN: 2 Q. Okay. I'm going to point you to what 3 we've marked as Exhibit 1 very quickly, and I think 4 you've had a chance to look at it, but if you want 5 some time, just let me know. 6 Have you ever seen this document 7 before? 8 A. To my knowledge, I have not. 9 Q. All right. 10 And you see at the top that it came 11 from Duke Power Company, right? 12 A. Yes, sir. 13 Q. And it's dated September 22, 1971. Do 14 you see that? 15 A. Yes, sir. 16 Q. And then it's addressed to a number of 17 people who look like they were various 18 superintendents or managers or supervisors at Duke. 19 Do you see that? 20 A. Yes, sir. 21 Q. Do you recognize any of those names? 22 A. That one at the bottom, is that 23 Truesdel. 24 Q. Truesdel, it looks like. 25 A. Truesdel. I think I remember him, and

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Page 194 1 Holliday. 2 Q. Holliday? Okay. You remember them at 3 Oconee any, or do you remember? 4 A. They would be at Catawba. 5 Q. Okay. Both of them? 6 A. Yes, sir. 7 Q. Okay. 8 And it says -- the subject is, safety 9 meetings in October and November, and then 10 underneath that you see it says, Occupational 11 Safety and Health Act, which means OSHA. Do you 12 agree with that? 13 A. Yes, sir. 14 MR. HUMEN: Object to form. 15 Q. And this is 1971. This gentleman from 16 Duke Power is saying, during the months of October 17 and November, the safety supervisors will be 18 discussing the Occupational Safety and Health Act 19 in their regular safety meetings? 20 A. Yes, sir. 21 MR. HUMEN: Object to form. 22 Q. Did I read that correctly? Did I just 23 read that right? 24 A. Yes, sir. 25 Q. Okay.	Page 196 1 MR. HUMEN: Object to form. 2 Q. If you don't, that's okay. 3 A. I don't remember. 4 Q. Okay. 5 All right. I'm going to go to the next 6 document. 7 (EXHIBIT 2, 5/4/77 LETTER FROM PAM 8 McANULTY, was marked for identification.) 9 BY MR. GLENN: 10 Q. This is what we've marked as Exhibit 2. 11 This is a two-page letter. This is dated May 4th, 12 1977. And you see, it's addressed to a bunch of 13 gentlemen. Do any of those names ring a bell? 14 A. No, sir. 15 Q. Okay. 16 May 4th, 1977 -- do you remember what 17 day you actually started in '77 at Catawba? 18 A. Yes, sir. November 7th. 19 Q. Okay. So that would have been, what, 20 six months later, six months after this memo? 21 A. Yes, sir. 22 Q. All right. 23 And it says -- the subject is, asbestos 24 insulation, right? Do you see that at the top? 25 A. Yes.
Page 195 1 And then I'm skipping a sentence, but 2 then it says, November meetings for the north 3 central and southern safety districts remain to be 4 completed. 5 That southern safety district would 6 have been your district with Mr. Jonas, right? 7 A. Yes, sir. 8 Q. Okay. 9 And then it says, as you are aware, 10 this act will affect many of our operations and 11 involve both station management and the general 12 work force; it is very important that every 13 employee attend one of these sessions. 14 Did I read that correctly? 15 A. Yes, sir. 16 MR. HUMEN: Object to form. 17 Q. Okay. 18 Do you remember Duke Power ever talking 19 to you or Mr. Jonas about OSHA after this memo? 20 A. Well, this -- I didn't go to work for 21 them until -- 22 Q. '77? 23 A. '77. 24 Q. Okay. But do you ever remember OSHA 25 ever coming up when you went in '77, onward?	Page 197 1 Q. And it says, gentlemen, the 2 Occupational Safety and Health Standards for 3 general industry as noted in -- and it's got a 4 number -- has set strict guidelines for 5 occupational exposure to asbestos fibers. 6 Did I read that correctly? 7 MR. HUMEN: Object to form. 8 Q. Did I read that right? 9 A. Yes, sir. 10 Q. All right. 11 And then it says, since the permissible 12 exposure limits to asbestos has been set very low 13 for employees, we must be careful in the 14 application, removal, and disposal of asbestos 15 insulation. 16 Did I read that right? 17 MR. HUMEN: Object to form. 18 A. Yes, sir. 19 Q. Do you remember that happening at Duke 20 Power in 1977? 21 A. No, sir. 22 Q. Okay. 23 And then it says below that, I submit 24 the attached safe working procedures for asbestos; 25 these procedures shall be observed by all personnel

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1 who work with asbestos insulation.
2 Do you remember, when you went to work
3 at Duke Power in 1977, being given safe working
4 procedures for use with asbestos?
5 A. No, sir.
6 MR. HUMEN: Object to form.
7 Q. And then it says below that, on the
8 next paragraph, all insulating products presently
9 being purchased by the stations that contains
10 asbestos shall be examined to determine if an
11 asbestos-free product is available for the same
12 use.
13 Did I read that correctly?
14 MR. HUMEN: Object to form.
15 A. Yes, sir.
16 Q. Okay. And so what that tells me is
17 that on May 4th, 1977, Duke Power is still buying
18 asbestos-containing insulation. Does that sound
19 right to you?
20 MR. HUMEN: Object to form.
21 A. I reckon.
22 Q. You don't agree with that?
23 A. Well, I guess if they've got it wrote
24 here.
25 Q. Yes, sir. It says, insulating products

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1 that are being purchased that contain asbestos --
2 A. Okay.
3 MR. HUMEN: Object to form.
4 A. Okay.
5 Q. So that means in 1977 they're buying
6 asbestos insulation, right?
7 MR. HUMEN: Object to form.
8 A. I really don't understand what you're
9 saying.
10 Q. That's fine. Okay. I'll move on.
11 And then if you go to the last
12 paragraph there at the bottom and then on to the
13 next page of Exhibit 2, it says, your assistance in
14 informing the employees of the proper handling
15 methods of asbestos is necessary.
16 Do you remember anybody informing you
17 or Mr. Jonas about the proper handling methods of
18 asbestos in 1977?
19 A. No, because we --
20 MR. HUMEN: Object to form.
21 A. -- we wouldn't be in contact with that
22 at that time because this would just pertain to the
23 insulators.
24 Q. You think this just pertains to the
25 insulators?

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1 MR. HUMEN: Object to form.
2 A. I think.
3 Q. Okay.
4 Since asbestos is now listed as a
5 carcinogen -- we're going to the next page -- it's
6 important that we take extra safety precautions in
7 the application, removal, and disposal of asbestos.
8 Do you remember that happening in 1977?
9 MR. HUMEN: Object to form.
10 A. No, sir.
11 Q. Okay.
12 I'm going to go to Exhibit 3?
13 (EXHIBIT 3, 6/14/77 DUKE POWER LETTER,
14 was marked for identification.)
15 BY MR. GLENN:
16 Q. And this -- you see, this is about a
17 month later, June 14th, 1977 --
18 A. Let me say something. Some of this, I
19 cannot see because --
20 Q. That's fine. That's fine. If there's
21 something you can't read, just let me know. I know
22 there's some handwriting on this one, and I don't
23 know -- I can't read that either. And that's not
24 what we're going to look at.
25 This is June 14th, 1977. Do you see

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1 that at the top?
2 A. At the top?
3 Q. Yes, sir, from Duke Power Company?
4 A. No, I don't see Duke Power Company.
5 Q. There's a date there in the middle,
6 right below the, Duke Power, and the address.
7 A. Oh, yeah. I see it now.
8 Q. June 14th, '77, so a few months before
9 you started, right?
10 A. Yes, sir.
11 Q. And a few months before Mr. Jonas
12 started, right?
13 A. I don't know when he started.
14 Q. That's right. Fair. That's fair.
15 And then this says, this is directed to
16 all station managers. Do you see that?
17 A. Yeah.
18 Q. Okay.
19 And it says, dear sir, in order to
20 assist you in your efforts to comply with OSHA
21 guidelines pertaining to occupational exposure to
22 asbestos fibers, the attached information has been
23 prepared.
24 And then it talks about having a --
25 safety procedures for asbestos, and that's

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1 underlined, and then safe working practices when
2 working with asbestos, and that's underlined. Do
3 you see that?
4 A. Yes, sir.
5 MR. HUMEN: Object to form.
6 Q. Do you remember ever receiving or being
7 told, in 1977 or later, about the safety procedures
8 for asbestos or the safe working practices when
9 working with asbestos that Duke Power drafted?
10 A. No, sir.
11 Q. You never got those documents?
12 A. No, sir.
13 Q. Okay.
14 And then we'll go to the next document.
15 I'm trying to go quickly, but not speak too
16 quickly.
17 The next document is one of the ones --
18 it's Exhibit 4. It's one of the ones that was just
19 mentioned in that letter.
20 (EXHIBIT 4, 6/1/77 SAFETY PROCEDURES
21 FOR ASBESTOS, was marked for identification.)
22 BY MR. GLENN:
23 Q. And it has, safety procedures for
24 asbestos, at the top. Do you see that?
25 A. Yes, sir.

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1 Q. And if you look down at the bottom, it
2 has a revised date, and it says, June 1st, 1977.
3 Do you see that?
4 A. Yes, sir.
5 Q. Okay.
6 And it says, the following work
7 practices shall be followed if possible, and then
8 it's got a list of 12 things that Duke Power
9 employees are supposed to do when working around
10 asbestos to keep people safe. Do you see that?
11 A. Yes.
12 MR. HUMEN: Object to form.
13 Q. And do you agree with -- that's what
14 this document is?
15 MR. HUMEN: Object to form.
16 A. Yes, sir.
17 Q. Okay.
18 And it says things like, where --
19 number one is, where feasible, enclose the work
20 area and use an exhaust system or a vacuum system
21 to keep dust down.
22 And then it says, number two, only use
23 hand tools when you're cutting or removing.
24 And it says, number three, always wet
25 down the insulation.

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1 Do you remember Duke Power doing any of
2 this?
3 MR. HUMEN: Object to form.
4 A. No, sir.
5 Q. Okay.
6 And then number six, it says, if it is
7 impractical to wet down the asbestos, approved
8 asbestos dust respirators shall be worn.
9 Do you remember anybody in 1977 at Duke
10 Power using a dust respirator?
11 MR. HUMEN: Object to form.
12 A. No, sir.
13 Q. Do you remember anybody at Duke Power,
14 in 1977 or throughout the '80s, wetting down the
15 insulation before they removed or disturbed it?
16 A. No, sir.
17 Q. Okay.
18 Number 12 says, air blowing or dry
19 sweeping shall not be permitted. Do you see that?
20 A. Yes.
21 MR. HUMEN: Object to form.
22 Q. Do you remember people using compressed
23 air to blow out some of that asbestos insulation
24 dust at Duke Power?
25 A. Yeah, and sweeping it up, yes, sir.

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1 Q. And they weren't wetting it down,
2 either, were they?
3 A. No, sir.
4 Q. Okay.
5 I'm going to go to the next document.
6 That's Exhibit 5.
7 (EXHIBIT 5, 6/1/1977 DUKE POWER SAFE
8 WORKING PRACTICES WHEN WORKING WITH ASBESTOS, was
9 marked for identification.)
10 BY MR. GLENN:
11 Q. And Exhibit 5 has a cover page that
12 says, Duke Power Company Steam Production
13 Department, safe working practices when working
14 with asbestos. Do you see that?
15 A. Yes, sir.
16 Q. This is the second document that's
17 referenced in that letter that we just looked at a
18 minute ago.
19 MR. HUMEN: Object to form.
20 Q. And it's dated June 1st, 1977. Do you
21 remember -- or do you see that?
22 A. Yes, sir.
23 Q. And it was approved -- it's got a
24 signature on the cover -- by somebody named WF
25 Lark, who is the safety coordinator of the steam

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1 production department. Do you remember Mr. Lark?
2 A. Well, there was a Lark Vision, yeah,
3 but I don't remember him.
4 Q. Okay.
5 And then I'll go to the next page.
6 COURT REPORTER: There was a Lark what?
7 I'm sorry.
8 THE WITNESS: There was a Lark Center.
9 I guess it was named after him.
10 BY MR. GLENN:
11 Q. Oh, at Duke?
12 A. Well, it was up in North Carolina
13 somewhere.
14 Q. I got you. But you don't know if
15 that's the same Lark or not, do you?
16 A. No.
17 Q. Okay.
18 All right. And then we'll go to the
19 next page. And you see, 1.0, right there at the
20 top, it says, purpose. And it says, the purpose of
21 this program is to provide guidance to Duke Power
22 employees who are exposed to asbestos when
23 performing maintenance work in the steam-generating
24 stations.
25 Did I read that correctly?

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1 A. Yes, sir.
2 MR. HUMEN: Object to form.
3 Q. Okay. And you and Mr. Jonas performed
4 maintenance work at several steam-generating
5 stations, right?
6 A. Yes, sir.
7 Q. Okay. Did you ever receive this
8 guidance?
9 A. No, sir.
10 Q. Okay. Did Mr. Jonas, to your
11 knowledge?
12 A. Not as I know of.
13 Q. Okay.
14 And then you see down at the bottom of
15 that same page, it has, work practices, and it
16 talks about wet-down methods. Do you see, wet
17 methods, there?
18 MR. HUMEN: Object to form.
19 A. Yes, sir.
20 Q. And again, you don't remember ever
21 seeing anybody use wet methods at Duke Power in the
22 '70s and '80s, do you?
23 A. Not in the '80s.
24 Q. Okay. Do you remember it in the '90s,
25 after that training that you got at Lee?

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1 A. Afterwards, yeah.
2 Q. Okay. And then the next page, at the
3 top, it says, if it's impractical to wet down the
4 insulation, the insulation can be removed in a dry
5 state only if the employees wear approved dust
6 respirators.
7 And again, you never saw anybody
8 wearing an approved dust respirator in the '70s or
9 '80s, did you?
10 MR. HUMEN: Object to form.
11 A. No.
12 Q. Okay.
13 And then at 3.3.3, it has, removal of
14 asbestos, and it says that the -- number two under
15 that heading -- do you see where I am?
16 A. Yes, sir.
17 Q. It says, if possible, before the
18 removal of asbestos, cover all openings and
19 gratings to avoid asbestos from falling.
20 I think you talked about this earlier,
21 about there would be times where insulators would
22 be over your head and insulation would fall down
23 either through grating, or maybe it would just be
24 open, right?
25 A. Yes, sir.

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1 MR. HUMEN: Object to form.
2 Q. Okay. So they didn't follow this
3 procedure, either, did they?
4 A. No, sir.
5 MR. HUMEN: Object to form.
6 Q. That was a no?
7 A. Yes, sir. That's a no.
8 Q. All right.
9 A. Unless it was like a -- well, this was
10 after, was like it was the big job, when they took
11 the grating -- I mean the insulation -- off the
12 boiler, they would -- they built a tent around it.
13 Q. Was that in the later years?
14 A. Yeah.
15 Q. Like in the '90s?
16 A. Yeah.
17 Q. Okay.
18 All right. And then I'm going to go to
19 the next page. And again, this document is from
20 June 1, '77. You see it down at the bottom.
21 And number 5.0, it's talking about
22 collecting air -- I'm not going to read it because
23 it's a long -- several -- or three paragraphs.
24 But -- and you're welcome to read it. I'll just
25 represent to you, it's talking about air

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Page 210 1 monitoring. 2 A. Yes, sir. 3 Q. Do you remember air monitoring going on 4 in the '70s and '80s at Duke Power, where they were 5 measuring asbestos fibers in the air? 6 A. No, but they were monitoring for 7 radiation. 8 Q. Sure, yeah, they were monitoring for 9 radiation at the nuclear facility, right? 10 A. Yes, sir. 11 Q. But they weren't ever monitoring for 12 asbestos fibers in the air, were they? 13 A. Not -- I didn't know about it. 14 Q. Okay. 15 And then below that -- I think this is 16 6.0, although it's admittedly a little hard to 17 read, it says, caution labels, right there. Do you 18 see that? 19 A. Yes, sir. 20 MR. HUMEN: Object to form. 21 Q. And it says, caution labels shall be 22 placed on all raw materials, mixtures, scrap, 23 waste, debris, and other products containing 24 asbestos; the following wording shall be printed on 25 the caution labels.	Page 212 1 MR. HUMEN: Object to form. 2 A. No, sir. 3 Q. In other words, you witnessed a number 4 of times where people used compressed air or were 5 dry sweeping asbestos dust? 6 A. I did it myself. 7 Q. You did it yourself at Duke Power. And 8 did Mr. Jonas do it himself too? 9 A. I don't know, but I did. 10 Q. Okay. But certainly Mr. Jonas was 11 present when others were doing it, right? 12 A. Yes, sir. 13 Q. Okay. 14 All right. I'm going to go to 15 Exhibit 6. 16 (EXHIBIT 6, ASBESTOS INSTALLATION AND 17 REMOVAL PROCEDURE, was marked for identification.) 18 BY MR. GLENN: 19 Q. And this is a multi-page document, and 20 I'm going to try not to spend too much time on it. 21 But you see at the very top of the first page, the 22 title of the document is, asbestos installation and 23 removal procedure. Do you see that? 24 A. Now, say what? 25 Q. I'm sorry. At the very top of the
Page 211 1 And then it says, caution; contains -- 2 it's all in capital letters -- caution; contains 3 asbestos fibers; avoid creating dust; breathing 4 dust may cause serious bodily harm. 5 Do you remember ever seeing a warning 6 sign like that at Duke Power in the '70s and '80s? 7 MR. HUMEN: Object to form. 8 A. No, sir. 9 Q. Okay. Do you remember seeing it in the 10 later years, in the '90s? 11 A. Yes, sir. 12 Q. Okay. 13 A. It would have been on the bags that 14 they placed it in. 15 Q. Okay. 16 And then the last page of this 17 document, you turn over, and it's talking about 18 cleaning. And it's saying, you should use 19 vacuuming when practical. 20 And then, number three, under 7.0, 21 cleaning, number three, under no circumstances 22 shall air blowing or dry sweeping of asbestos be 23 permitted. 24 And again, that wasn't your experience, 25 was it?	Page 213 1 first page of this document. 2 A. Okay. 3 Q. It says -- it has a title, and it says, 4 asbestos installation and removal procedure, right? 5 A. Yes, sir. 6 Q. And this is -- down at the bottom you 7 see the date approved is November th 9th, 1984. Do 8 you see that? 9 A. Yes, sir. 10 Q. So this would have been right around 11 the time that you and Mr. Jonas went to Oconee, 12 right? 13 A. Yes, sir. 14 Q. Do you remember what month y'all went 15 to Oconee in '84, by the way? 16 A. I do not. 17 Q. Okay. That's fine. Do you think it 18 was before or after November the 9th? 19 A. I came before. 20 Q. Before? 21 A. Yeah. 22 Q. Okay. 23 A. Yeah, I came before November. 24 Q. Okay. 25 And then I'm going to the -- go ahead.

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Page 214

1 A. And the only reason I remember that,
2 because we had a big snow that first year I
3 moved -- no, that was the -- that was in '85. No.
4 Q. What was in '85?
5 A. When we had the big snow.
6 Q. Okay.
7 A. No.
8 Q. That's fine.
9 A. I came down here in '84, but I didn't
10 move until '85. That's what it was. I drove back
11 and forth for a year.
12 Q. I got you. You had a big commute?
13 A. Yeah.
14 Q. I got it. But you don't remember
15 when --
16 A. I forgot about that.
17 Q. That's fine.
18 But you don't remember when in '84 you
19 went to Oconee, but it was sometime before
20 November, you think?
21 A. Yeah.
22 Q. Okay.
23 All right. I'm going to the next page.
24 And by the way, it says this page was prepared by
25 WF Baker. Does that name ring a bell? That's at

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1 the bottom, the very bottom, prepared by.
2 A. No, sir.
3 Q. Okay.
4 And under 1.4 of the introduction, it
5 says, the project/division training
6 supervisor/coordinators shall ensure that all
7 employees working with non-bonded asbestos material
8 are trained in the hazards of asbestos work and the
9 necessary personal protective equipment.
10 Did I read that correctly?
11 MR. HUMEN: Object to form.
12 A. Yes.
13 Q. Okay. Did you receive that training in
14 1984?
15 A. If I did, I don't remember it.
16 Q. That's fine.
17 And I'm guessing it's the same answer
18 for Mr. Jonas. You don't think that he received
19 that training from Duke Power in 1984?
20 MR. HUMEN: Object to form.
21 A. I couldn't say one way or another.
22 Q. Okay. That's fine.
23 And then, a couple sentences beyond
24 that, it says, they shall also attend the program,
25 quote, Asbestos: How to Protect Yourself.

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1 Did you ever receive a program called,
2 Asbestos: How to Protect Yourself?
3 MR. HUMEN: Object to form.
4 A. If I did, I don't remember it.
5 Q. Okay. Could that have been the
6 training that you got five years later in 1989 at
7 Lee Steam Station?
8 A. Maybe.
9 Q. Maybe? Okay. That's fine.
10 A. See, I didn't even know they had a
11 procedure for -- like this.
12 Q. Yes, sir. I understand. Knowing that
13 they had one, do you wish they had told you and Mr.
14 Jonas about it?
15 MR. HUMEN: Object to form.
16 A. Yes, sir.
17 Q. I'm going to the next page, and it has
18 a procedure for monitoring. I'm under 3.1,
19 monitoring. Do you see that?
20 A. Yes, sir.
21 Q. And the first thing under there, it
22 says, all insulation material shall be suspected of
23 containing greater than one percent asbestos until
24 records, checks, or testing indicate otherwise.
25 So what that's saying is, they're

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1 assuming it's asbestos until proven otherwise,
2 right?
3 MR. HUMEN: Object to form.
4 A. Yes.
5 Q. Do you agree?
6 A. Yes, sir.
7 Q. Okay.
8 Do you remember, in the '80s, people
9 telling you at Duke, it's asbestos unless told
10 otherwise; you've got to be careful with it?
11 A. Not in the '80s.
12 Q. All right. When you got that training
13 in '89, did they tell you that?
14 A. I don't remember, but I can remember
15 later on, that, you know, we said everything had
16 asbestos in it, until --
17 Q. Basically what this is saying --
18 A. Yes, sir.
19 Q. Everything's got asbestos unless proven
20 otherwise, right?
21 A. Yeah, but I can't remember the -- I
22 know it wasn't in '84.
23 Q. Right. And you don't know if it was in
24 that '89 training session or a later one; is that
25 what you're saying?

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1 A. I don't remember. I know it was later
2 than '84.
3 Q. Okay.
4 After that '89 training session, would
5 y'all have safety meetings where asbestos would be
6 discussed?
7 A. Yeah, but we didn't discuss asbestos.
8 We didn't.
9 Q. Okay. Even after the training?
10 A. No, sir.
11 Q. Okay.
12 And again, you see below that, 3.1.5,
13 personal and area samples shall be collected.
14 Again, in '84 you don't remember
15 anybody doing any air monitoring or samples for
16 asbestos in the air, do you?
17 MR. HUMEN: Object to form.
18 A. No, sir.
19 Q. Okay. That was a no?
20 A. That was a no.
21 Q. Okay.
22 And then below that, under health
23 protection, 3.2, it says that we want to give -- it
24 says, comprehensive medical examinations shall be
25 given to all employees who are occupationally

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1 exposed to airborne asbestos fibers.
2 And it talks about doing annual
3 check-ups and getting chest X-rays, onto the next
4 page, getting pulmonary function tests.
5 Do you remember getting any of that --
6 MR. HUMEN: Object to form.
7 Q. -- at Duke Power? Do you remember
8 getting an X-ray at Duke Power?
9 A. No, sir.
10 Q. Okay. Do you remember ever getting
11 what's called a pulmonary function test, where you
12 blow into a tube to see how strong you can breathe?
13 A. Yeah, but that was due to getting
14 respiratory -- training, I mean, to qualify to wear
15 a respirator to go into radiation work. We took a
16 test, a blow test.
17 Q. When was that, roughly?
18 A. I can't remember.
19 Q. Is that before or after you go to
20 Oconee?
21 A. It was when I come to Oconee.
22 Q. Like early on in the Oconee days?
23 A. Yes, sir.
24 Q. Okay. But again, that wasn't for
25 asbestos. That was for radiation?

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1 A. Yes, sir.
2 Q. Okay.
3 And then the next one talks about what
4 we call PPE, which is a much more commonly
5 understood term these days. 3.2.2, it says, all
6 clothing, including undergarments, worn inside an
7 asbestos barrier will be provided by Duke Power;
8 that includes -- I'm summarizing, but it says
9 full-body jumpsuits, respirators, gloves, shoe and
10 head covers.
11 Did you get any of that from Duke Power
12 in the '80s?
13 MR. HUMEN: Object to form.
14 A. We wore -- when we went into radiation,
15 we did.
16 Q. Right, but again, this is talking about
17 for asbestos.
18 A. No.
19 Q. So you didn't get any of that?
20 A. (Shakes head side to side)
21 Q. Okay.
22 And it's talking about an asbestos
23 barrier, which would be like that plastic barrier
24 that you talked about seeing in the later '90s
25 years. But do you ever remember seeing an asbestos

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1 barrier in the '80s?
2 A. No, sir.
3 Q. At any Duke Power facility?
4 A. No, sir.
5 MR. HUMEN: Object to form.
6 Q. Okay.
7 And again, I'm moving on a couple
8 pages. I'm now at Duke 0142, at the bottom. It's
9 the second-to-last page of this document. And it's
10 talking about -- you see 3.3.5, it's talking about
11 roping off where asbestos work is being done and
12 marking it with signs and enclosing it with
13 barriers.
14 Again, you don't remember any of that
15 happening at Duke in the '80s, do you?
16 A. No, sir.
17 MR. HUMEN: Object to form.
18 Q. Okay.
19 And then below that, 3.3.8, it's
20 talking about wetting down -- or -- and 3.3.9,
21 wetting down with a product called Asbestos-Wet to
22 keep dust levels down.
23 Again, you don't remember any of that
24 happening, either, did you?
25 A. No, sir.

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222 to 225

Page 222 1 MR. HUMEN: Object to form. 2 Q. All right. And then the last page, 3 it's talking about disposing of asbestos in the 4 proper bags at 3.3.12, all bags containing asbestos 5 shall have this label, and shall be vacuumed, 6 et cetera. 7 Do you remember ever seeing people 8 using these very official-looking bags that 9 asbestos would be removed in? 10 A. I seen them in the later years. 11 Q. In the '90s? 12 A. Yes. 13 Q. Okay. 14 And then 3.413 (sic), it says, 15 employees who are exposed to airborne asbestos 16 above a certain amount -- there is what -- you see 17 it says a time-weighted average. We don't need to 18 get into all that. But it says -- basically it's 19 saying, if you get exposed to a certain level, 20 those employees shall be notified of their exposure 21 in writing. Do you see that? 22 MR. HUMEN: Object to form. 23 A. Yes, sir. 24 Q. Do you remember you or any of your 25 coworkers ever getting a letter from Duke Power	Page 224 1 Do you see that? 2 MR. HUMEN: Object to form. 3 A. Yeah. 4 Q. So in other words, they're saying, we 5 might have some asbestos in some of our warehouses, 6 and we're still going to use it, right? 7 MR. HUMEN: Object to form. 8 A. Yes, sir. 9 Q. And that's in June of 1977, right? 10 MR. HUMEN: Object to form. 11 A. Yes, sir. 12 Q. And then under -- the next paragraph 13 talks about future needs, and it's talking about 14 trying to find replacements to asbestos products if 15 they can. I'm not going to read the whole thing. 16 I'm kind of giving you a summary. 17 A. Yes, sir. 18 Q. But feel free to read it. 19 And the last sentence says, if 20 non-asbestos replacements cannot be found and 21 asbestos products must be used, follow the 22 prescribed safety precautions. 23 So again, if they can't get a 24 replacement, they're still going to use asbestos, 25 right?
Page 223 1 saying y'all were exposed to asbestos? 2 A. No, sir. 3 Q. Okay. 4 All right. I'm moving to Exhibit 7. 5 (EXHIBIT 7, STEAM PRODUCTION DEPARTMENT 6 PROGRAM FOR CONTROLLING ASBESTOS PRODUCTS, was 7 marked for identification.) 8 BY MR. GLENN: 9 Q. This is just a one-page document. And 10 this is -- you see at the top, it's talking about 11 steam production department and their program for 12 controlling asbestos products. Do you see that? 13 A. Yes, sir. 14 Q. And this is from June 15th, '77. Do 15 you see that at the bottom? 16 A. Yes, sir. 17 Q. So again, this is right before you get 18 to Duke Power, right? 19 A. Yes, sir. 20 Q. And you never received this document, 21 either, did you? 22 A. No, sir. 23 Q. And again, if you look at 2.2, it says, 24 products now in stock. And it says, asbestos 25 products currently in stock can and should be used.	Page 225 1 A. Yes, sir. 2 MR. HUMEN: Object to form. 3 Q. And then they're saying, but if we do 4 that, you've got to follow the proper safety 5 precautions, right? 6 A. Yes, sir. 7 Q. And in your experience, they weren't 8 following any of those safety precautions, were 9 they? 10 A. Well, like I said, they switched from 11 that blanket to that other stuff, but I don't 12 remember when it was. 13 Q. Okay. But other than switching from 14 the blanket, you didn't experience any other 15 changes to like the insulation or any of the other 16 products during the '70s or '80s, did you? 17 A. No, sir. 18 Q. Okay. 19 And then you see down at the bottom of 20 this same document, it says, reuse. And it says, 21 reuse of asbestos insulation is discouraged. Do 22 you see that? 23 MR. HUMEN: Object to form. 24 A. Yes, sir. 25 Q. So what they're talking about is, when

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Page 226	Page 228
1 you have to tear off some insulation from a pipe or 2 something else, they don't want you to reuse it, 3 but it's saying, discouraged. 4 In your experience, did people tear off 5 insulation and then put it back on? 6 MR. HUMEN: Object to form. 7 A. I don't -- I remember tearing it off, 8 but you know, if they reused it or not, I don't 9 know. 10 Q. That's fine. That would have been 11 insulators who did that, right? 12 A. Yes, sir. 13 Q. And do you remember, one way or the 14 other, an insulator ever trying to reuse a piece of 15 insulation that had been torn off? 16 A. I can't remember. 17 Q. That's fine. 18 A. And like I said, they had outside 19 companies doing insulation. 20 Q. Well, yeah, let's talk about that for a 21 second. 22 You mentioned one or two of those 23 companies. One was -- did you say Covil or Covil 24 or Goebel -- what was it? 25 A. Covil.	1 was, that's why they got run off. 2 Q. Covil did? 3 A. Yeah, that's what was told to us. 4 Q. What were they stealing? Were they 5 stealing insulation products? 6 A. No. Tools and stuff. What I was told, 7 they were stealing tools. 8 Q. And this was in the '70s at Catawba? 9 A. Yes, sir. 10 Q. Okay. 11 But separately from that, you're saying 12 that they took some extra insulation from Oconee 13 and used it at Catawba? 14 A. That's what we were told. 15 Q. And it had been stored at like one of 16 the warehouses at Oconee? 17 A. I don't know. They just said it come 18 from Oconee. And the only reason I know that, 19 because they were driving trucks into the turbine 20 building, into the unloading area, and they would 21 unload them there. 22 Q. Okay. 23 All right. I'm going to the next 24 document very quickly, Exhibit 8. 25
Page 227	Page 229
1 Q. Covil. And was there another outside 2 contractor that did insulation work? 3 A. That's the only one I remember. 4 Q. Okay. 5 And Covil, I think you testified, was 6 only at Catawba, right? 7 A. Yes, sir. 8 Q. Okay. So at the other -- 9 A. But that's because that's the only 10 plant I was at. They were bringing insulation from 11 Oconee up to Catawba, you know, to use up there. 12 Q. I got you. So you're saying that at 13 this time y'all are basically building Catawba, 14 right? 15 A. Yes, sir. 16 Q. And so you think that Covil insulators 17 were borrowing, or they had excess insulation at 18 Oconee and they brought it up to Catawba to use? 19 A. Yeah. And I can tell you why I 20 remember that. 21 Q. Okay. 22 A. I remember why they got run off the 23 job, because they were stealing from Duke Power. 24 They could drive their trucks in, and they were 25 stealing stuff and taking it out the gate. So word	1 (EXHIBIT 8, 9/28/78 MARSHALL STEAM 2 STATION SAFETY GUIDELINES FOREWORD, was marked for 3 identification.) 4 BY MR. GLENN: 5 Q. Wait. Before we get to that, something 6 I meant to talk about just now. 7 So your testimony is that you only 8 witnessed Covil at Catawba, right? 9 A. Yes, sir. 10 Q. You think they may have been at Oconee 11 before, but you don't actually know that, do you? 12 A. I don't know for sure. 13 Q. All right. 14 And then after you leave Catawba in 15 '84, Duke had their own insulators at all the other 16 facilities where you worked, right? 17 A. Yeah, at Oconee and at Lee. 18 Q. At Oconee and Lee? 19 A. Yeah. 20 Q. But what about the others that we've 21 talked about, Belews Creek and Marshall and -- 22 A. I just assumed that they, you know, 23 were Duke insulators. 24 Q. Okay. You just don't remember? 25 A. No, I don't remember.

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Page 230 1 Q. That's fine. Okay. 2 A. They could have had a contractor. I 3 don't know. 4 Q. Got it. 5 Okay. Exhibit 8, this is the first 6 page of Marshall Steam Station safety guidelines 7 from September 28th, 1978. Do you see that? 8 MR. HUMEN: Object to form. 9 A. Yes, sir. 10 Q. Okay. 11 And this is kind of the introduction to 12 it. It's called the foreword, at the top. And 13 it's talking about the Marshall Steam Station 14 safety guidelines. 15 And really what this is getting at is, 16 a few pages later, which is Exhibit 9 -- which 17 we'll move to Exhibit 9. I told you we would be 18 quick on that one. Just that's the first page, so 19 I'm letting you see that. 20 (EXHIBIT 9, MARSHALL STEAM STATION 21 SAFETY PROCEDURE ASBESTOS INSULATION, was marked 22 for identification.) 23 BY MR. GLENN: 24 Q. But Exhibit 9 is a few pages later for 25 Marshall during this period of time, and it's	Page 232 1 insulation is supposed to be wet down. 2 And again, you never witnessed that at 3 Marshall, did you? 4 MR. HUMEN: Object to form. 5 A. No, sir. This was like in the -- what 6 did you say? 7 Q. '78. 8 A. '78? We didn't go up there in the 9 '70s. 10 Q. Yes, sir, but I'm just talking about 11 you went there at some point after this, right? 12 A. Yes. 13 Q. So when you went there after this, you 14 didn't see any of this happening, did you? 15 A. No. 16 Q. Okay. 17 And then the last one says, once the 18 insulation has been removed, it's to be stored in a 19 labeled airtight container and taken to the area 20 landfill or retained for reuse. 21 Did I read that correctly? 22 MR. HUMEN: Object to form. 23 A. Yes, sir. 24 Q. Do you remember at Marshall, insulators 25 ever reusing insulation like that?
Page 231 1 talking about the safety procedure for asbestos 2 insulation. 3 And then you see, it says that this is 4 the procedure to be followed when removing 5 insulation containing asbestos fibers. Do you see 6 that? 7 A. Yeah. 8 MR. HUMEN: Object to form. 9 Q. And then -- and again, this is from 10 1978. 11 Number one is, prior to the removal of 12 insulation which is believed to contain asbestos 13 fibers that will create a dusty condition, the 14 general office safety group in the steam production 15 department shall be notified to enable the removal 16 to be monitored. Did I read that correctly? 17 MR. HUMEN: Object to form. 18 A. Yes, sir. 19 Q. Do you -- did you have any experience 20 with the general office safety group? Do you know 21 who those people were or what they did? 22 A. No, sir. 23 Q. Okay. 24 And then the next one says, when you're 25 doing this, and it's going to create dust, the	Page 233 1 A. No, sir. 2 Q. Okay. Do you remember them ever 3 putting insulation in airtight containers that were 4 labeled at Marshall? 5 A. Not at Marshall. 6 Q. Okay. 7 A. But I remember it at Oconee. 8 Q. In the '90s? 9 A. Yeah. 10 Q. Okay. 11 And again, it says that we've got to 12 provide people with air monitoring and respirators 13 and eye protection. Do you see that? 14 MR. HUMEN: Object to form. 15 A. Yes, sir. 16 Q. And you weren't given any of that for 17 asbestos, were you? 18 A. No, sir. 19 Q. And neither was Mr. Jonas, was he? 20 A. No, sir. 21 Q. Okay. 22 I'm going to move to Exhibit 10. We're 23 almost done. 24 25

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Page 234 1 (EXHIBIT 10, DUKE POWER COMPANY 1980 2 SAFETY MANUAL EXCERPT, was marked for 3 identification.) 4 BY MR. GLENN: 5 Q. This is a portion of the Duke Power 6 Company 1980 safety manual. Do you see that? 7 A. Yes, sir. 8 Q. Do you remember ever getting a copy of 9 a safety manual that came in like a little pamphlet 10 like this? You see how it's like copied, like it's 11 a little pamphlet? 12 A. No, sir. 13 Q. You never got one of these? 14 A. If I did, I don't remember it. 15 Q. That's fine. 16 Do you remember ever getting a piece of 17 paper that talked about safety at Duke? 18 A. No, sir. 19 Q. Okay. 20 And then the next page has, 21 introduction and scope of safety manual. And it 22 just says, this safety manual has been prepared to 23 assist the employees of Duke Power Company in the 24 safe performance of their duties. 25 Did I read that correctly?	Page 236 1 (EXHIBIT 11, 5/28/1982 LETTER, was 2 marked for identification.) 3 BY MR. GLENN: 4 Q. The first page of this document shows 5 that -- well, it's dated May 28th, 1982, right? 6 A. Yes, sir. 7 Q. And this is directed to safety 8 supervisors at steam stations. So this is a couple 9 years before you started working at some of those 10 steam stations, right? 11 A. Yes, sir. 12 Q. And it says, please find attached a 13 revised and updated safe working practice for 14 asbestos exposure. 15 So we looked at kind of an earlier 16 version of this, and this is the 1982 version. Do 17 you see that? 18 MR. HUMEN: Object to form. 19 A. Yes, sir. 20 Q. And again, you never received this, 21 right? 22 A. If I did, I don't remember it. 23 Q. Okay. 24 I'm going to the next page. You see 25 it's the Duke Power Company steam production
Page 235 1 MR. HUMEN: Object to form. 2 A. Yes, sir. 3 Q. And again, you never got a copy of 4 this? 5 A. If I did, I don't remember it. 6 Q. Okay. 7 And then I'm going to the next page, 8 and you'll see it's actually page 9 of this 9 document. I didn't include the whole thing, just 10 to save some paper. But this is Section P, and 11 it's talking about asbestos. 12 And again, it's talking about wet-down 13 methods and the use of PPE and the proper way to 14 scrap and -- scrap asbestos waste. Do you see all 15 that? 16 MR. HUMEN: Object to form. 17 A. Yes, sir. 18 Q. And again, Duke was not doing this in 19 the '80s, were they, in your experience? 20 A. No. 21 Q. Okay. 22 I'm moving to Exhibit 11, the last 23 document. And it's a thicker document, but I'm 24 going to, again, try to be very quick. 25	Page 237 1 department? 2 A. Yes, sir. 3 Q. Safe working practice for asbestos 4 exposure? 5 MR. HUMEN: Object to form. 6 A. Yes, sir. 7 Q. And then the purpose -- it says, the 8 purpose of this program is to provide steam 9 production department employees with a safe means 10 of performing maintenance work involving asbestos 11 exposure within steam-generating stations. 12 Did I read that correctly? 13 MR. HUMEN: Object to form. 14 A. Yes, sir. 15 Q. And then you see under that, it's got, 16 definition, and it explains exactly what asbestos 17 is, doesn't it? 18 MR. HUMEN: Object to form. 19 A. Yes, sir. 20 Q. And then the next section says, 21 severity of the hazard, and underneath that it's 22 got an explanation of what asbestosis is, doesn't 23 it? 24 MR. HUMEN: Object to form. 25 A. Yeah.

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1 Q. And then it talks about cancer 2 underneath that. Do you see that? 3 MR. HUMEN: Object to form. 4 A. Yes, sir. 5 Q. Do you remember, in the '70s or '80s, 6 Duke Power ever telling you about asbestosis or 7 possible cancer that could result from asbestos 8 exposure? 9 A. I can remember, but I don't remember 10 the date, you know, when they said it could -- it 11 would cause asbestosis. 12 Q. But that would have been in the '90s? 13 A. Yes, sir. 14 Q. Okay. 15 And you said they told you about 16 asbestosis. Did they tell you about cancer then, 17 too, or not? 18 A. We heard about that other, but we 19 didn't, you know, we didn't know what it was 20 associated to. 21 Q. What do you mean, that other? You mean 22 mesothelioma or something else? 23 A. Yes, that. 24 Q. Mesothelioma? Okay. 25 And what about just lung cancer? Did	1 talking about wet-down methods. Do you see that 2 under 5.3? 3 MR. HUMEN: Object to form. 4 A. Yes. 5 Q. And then it's talking about putting 6 caution signs -- do you see that under 5.3.3? 7 MR. HUMEN: Object to form. 8 A. Yes, sir. 9 Q. And then if you go to the next page, 10 it's got exactly what the caution sign is supposed 11 to say and how big the writing is supposed to be. 12 Do you see that? 13 MR. HUMEN: Object to form. 14 A. Let me turn. It won't let me turn it. 15 Yes, sir. 16 Q. You see it's telling -- it's saying, 17 this is what the caution sign has to say, it's got 18 to be in all capital letters, and then it even says 19 how big the letters have to be, right? 20 MR. HUMEN: Object to form. 21 A. Yes, sir. 22 Q. And it says, asbestos dust hazard; 23 avoid breathing dust; wear assigned protective 24 equipment; do not remain in area unless your work 25 requires it; breathing asbestos dust may be
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1 they ever tell you, you could get lung cancer from 2 asbestos? 3 A. They just said that -- told us, your 4 percentages of getting it if you smoked, and stuff 5 like that. But it wasn't in the '80s. 6 Q. It was in the '90s? 7 A. Yeah. This was later. 8 Q. And they're saying if you smoked 9 cigarettes and were exposed to asbestos, you could 10 get lung cancer? 11 A. Yes, sir. 12 Q. Okay. 13 Did you smoke cigarettes back then? 14 A. I have never smoked. 15 Q. Good for you. Did Mr. Jonas smoke 16 cigarettes? 17 MR. HUMEN: Object to form. 18 A. I don't -- as far as I know, he didn't 19 smoke at all. 20 Q. Okay. Did other gentlemen in your crew 21 smoke cigarettes back then? 22 A. Yes, sir. 23 Q. Okay. 24 And then I'm going to the next page. 25 It's talking about exposure limits from OSHA. It's	1 hazardous to your health. 2 A. Yes, sir. 3 Q. Do you remember seeing these signs at 4 Duke Power in the '80s? 5 A. No, sir. 6 Q. Do you remember seeing them in the 7 '90s? If you don't, that's fine. 8 A. No, sir, I don't. 9 Q. Okay. 10 And again, I'm not going to read word 11 for word because we're about done, but I just want 12 to point out, again, you see the next page is 13 talking about using respirators and protective 14 clothing and measuring the air for asbestos 15 exposure. 16 Again, none of that happened, in your 17 experience, at Duke Power in the '80s, right? 18 MR. HUMEN: Object to form. 19 A. Yes, sir. 20 Q. What I said is correct? 21 A. Yes, sir. 22 Q. And again, on Page Duke 0416 -- I'm 23 probably a page or two past where you are -- it 24 says, employees shall be notified by letter not 25 later than five days after identification of

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1 personal exposures exceeding the limits of what
2 employees are supposed to be limited to.
3 MR. HUMEN: One more page forward.
4 A. Which one is it?
5 Q. Number 3, at the very top, it says,
6 we're going to notify employees when they get
7 exposed to a certain level of asbestos, is what it
8 says.
9 MR. HUMEN: Object to form.
10 Q. Again, you never saw -- you never got a
11 letter from Duke Power saying --
12 A. No, sir.
13 Q. Okay.
14 MR. GLENN: Mr. Bell, I am going to
15 look back through my notes, but I think those are
16 all the questions I have. Thank you very much for
17 your time and for bearing with me on some of these
18 documents.
19 THE WITNESS: Yes, sir.
20 MR. GLENN: I know it was tedious.
21 MR. HUMEN: Can we go off the record?
22 VIDEOGRAPHER: Yes. Off the record at
23 1:21 p.m.
24 (After a recess, proceedings were
25 continued as follows:)

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1 VIDEOGRAPHER: On the record at 1:23
2 p.m.
3 EXAMINATION
4 BY MR. ELDER:
5 Q. Good afternoon, Mr. Bell. My name is
6 John Elder, and I represent the General Electric
7 Company.
8 A. Yes, sir.
9 Q. I'm going to have some questions for
10 you. Can you hear me okay?
11 A. Yes, sir.
12 Q. Okay.
13 I know you discussed earlier with
14 counsel that you had given a prior deposition in
15 the Beach case. Have you had a chance to review
16 that transcript?
17 A. No, sir.
18 Q. Did you attempt to testify as
19 truthfully as possible based on your recollection
20 at the time when you gave that deposition?
21 A. Yes, sir.
22 Q. I understand that you were a pipe
23 fitter by trade when you were at -- when you
24 started at Duke, correct?
25 A. Yes, sir.

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1 Q. You were never considered either a
2 millwright or an insulator, were you?
3 A. No, sir.
4 Q. And the same would be true for Mr.
5 Jonas. He was a welder/fitter, so he would never
6 be considered a millwright or an insulator when he
7 worked at Duke, either, correct?
8 A. No, sir.
9 Q. Okay. That's correct?
10 A. Yes, sir, that's correct.
11 Q. So it would not be within your craft to
12 perform any maintenance or repair work on a
13 turbine, would it?
14 A. No, sir.
15 Q. And you didn't, yourself, work hands-on
16 with an actual turbine at any job site?
17 THE WITNESS: What did he say?
18 MR. HUMEN: John, can you just -- can
19 you repeat it for him?
20 THE WITNESS: Can you repeat that?
21 BY MR. ELDER:
22 Q. Sure.
23 You, yourself, didn't do any hands-on
24 work on the actual turbine at any Duke Power plant,
25 did you?

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1 A. No, sir.
2 Q. And --
3 A. Wait a minute. Let me correct that.
4 Q. Okay.
5 A. I did do a little bit of piping work at
6 Catawba up to the turbine.
7 Q. Okay. At that point were you working
8 with Mr. Jonas?
9 A. No, sir.
10 Q. And you don't have any information that
11 Mr. Jonas would have done any piping work up to the
12 turbine at Catawba, correct?
13 A. Not -- I would not have.
14 Q. Okay. You didn't see him doing that?
15 A. No, sir.
16 Q. And the work that you did would have
17 been the -- would have been installing the piping
18 that ran either to or from the turbine at Catawba?
19 A. Yes, sir.
20 Q. Do you know what type of piping that
21 was, meaning what was running through it?
22 A. No, sir.
23 Q. You -- neither you nor Mr. Jonas would
24 have ever applied or removed any insulation to a
25 turbine?

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Page 246 1 A. No, sir. 2 Q. You mentioned earlier in your testimony 3 a turbine crew. Do you recall that? 4 A. Yes, sir. 5 Q. Okay. The turbine crew was made up of 6 a gentleman from which craft or trade? 7 A. One of the supervisors was -- my 8 supervisor at Catawba, Roy Wilkerson, he was over a 9 turbine crew. 10 Q. Okay. So was it made up of one craft 11 or multiple crafts? 12 A. Multiple crafts. 13 Q. And were they all employed by Duke? 14 A. Yes, sir. 15 Q. Now, I understand in 1984 you 16 transferred to Oconee. And would you agree that 17 even after the transfer, you primarily were a pipe 18 fitter? 19 A. Yes, sir. 20 Q. And I understood your prior testimony 21 that eventually you did work on the same crew with 22 Mr. Jonas, but originally the two of you were not 23 assigned to the same crew at Oconee. Is that 24 correct? 25 A. That is correct.	Page 248 1 A. They didn't finish it. We got pulled 2 out. 3 Q. Do you know how long you would have 4 worked at Oconee before you started traveling to 5 any other Duke Power plant? 6 A. I was trying to think of that, and I 7 cannot remember how long. 8 Q. Do you think that might have been years 9 that you were at Oconee before you started 10 traveling? 11 A. Would you say again? 12 Q. Sure. 13 Do you think that could have been a 14 year or more's time that you spent at Oconee before 15 you started traveling? 16 A. It could have been. 17 Q. I know that earlier you talked about 18 going to Lee Steam Station, and I specifically want 19 to talk to you about the time that you recall there 20 being some work performed on the turbine at Lee. 21 A. Yes, sir. 22 Q. Okay. Do you recall what year you 23 would have first gone to Lee Steam Station when you 24 would have ever seen the turbine shell removed from 25 a turbine at Lee?
Page 247 1 Q. How long do you believe you worked on a 2 crew separate from Mr. Jonas at Oconee before he 3 would have been on the same crew you were? 4 A. I can't remember. 5 Q. Do you think it could have been years? 6 A. It would be hard for me to say. I 7 can't remember. I can remember when he came on our 8 crew, but I can't remember the year or nothing. 9 Q. And I understood when you first got 10 there that you were primarily assigned to the rad 11 waste building? 12 A. Yes, sir. 13 COURT REPORTER: Excuse me. Are y'all 14 saying red waste or rad waste? 15 THE WITNESS: Rad. 16 COURT REPORTER: R-A-D? 17 THE WITNESS: Yeah. 18 COURT REPORTER: Thank you. Sorry. 19 BY MR. ELDER: 20 Q. And that you worked in that portion of 21 Oconee for approximately -- up to several years, 22 correct? 23 A. No, sir. We didn't -- we worked in 24 there, but it wasn't years, you know. 25 Q. Okay.	Page 249 1 A. No, sir, I couldn't. 2 Q. Do you know if it was the first time 3 that you had ever gone to Lee Steam Station or one 4 of the subsequent visits? 5 A. It was the first time. 6 Q. Okay. 7 And do you recall what unit that work 8 would have occurred in? 9 A. It was the unit that had the big 10 boiler, the biggest boiler. I don't know which 11 unit it was. 12 Q. And I understand that, consistent with 13 your work in every other facility, it wasn't either 14 yours or Mr. Jonas' responsibility to perform any 15 work on the turbine at Lee Steam Station? 16 A. No, sir. 17 Q. Correct? That's correct? 18 A. That's correct. 19 Q. You said that you saw others working on 20 the turbines in passing? 21 A. Yes, sir. 22 Q. And that would be just you going to and 23 from the area where you were assigned to work? 24 A. Yes, sir. 25 Q. Correct?

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1 A. It was mostly on the way to where our
2 crew met before we started to work. We would come
3 through --
4 Q. What --
5 A. We would come through the turbine
6 building to go to our work area.
7 Q. Okay.
8 So you had to meet, and then to get
9 from where you initially met to where you were
10 performing your work at Lee, you had to pass
11 through the turbine building?
12 A. Yeah, we went in -- it was in the
13 turbine building.
14 Q. Okay.
15 Individuals that were performing any
16 work on the turbine at Lee, were they also Duke
17 employees?
18 A. As far as I know, they were.
19 Q. I assume you can't identify any of
20 those individuals by name?
21 A. No, sir.
22 Q. Is that fair?
23 And you said you didn't recall any
24 insulation on the turbine, and you specifically
25 cannot testify that Mr. Jonas was around when

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1 insulation was ever removed or replaced on that
2 turbine at Lee Steam Station, correct?
3 A. No, sir.
4 Q. That's correct?
5 A. That's correct.
6 Q. And I assume you do not know when -- or
7 maybe you do. Do you know when that unit was
8 initially constructed?
9 A. No, sir. I think --
10 Q. And you wouldn't know the -- go ahead.
11 A. I think Lee Steam Station is one of the
12 oldest steam stations, I think.
13 Q. Okay.
14 And I take it you wouldn't know the
15 maintenance history of that turbine, meaning how
16 many times it had been shut down or overhauled, or
17 how many outages had been performed on it?
18 A. No, but I know, when we went down
19 there, they had taken it out of service, and they
20 were getting it ready to go back into service.
21 Q. Okay.
22 A. That was what we were told.
23 Q. Do you think that when -- so was it
24 your understanding they were taking it out of
25 service for good, or were they doing work on it,

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1 and it was going to go back into service?
2 A. Well, when they took it out of service,
3 they was just going to put it into stand-by
4 service.
5 Q. Okay.
6 A. Because that's what they used -- they
7 used Lee for a shut-down -- I mean a -- in a
8 peak -- I think a peak. It didn't run
9 continuously. That's my knowledge of it.
10 Q. And Lee was a coal-fired
11 steam-generating power plant, correct?
12 A. Yes, sir.
13 Q. And you mentioned that that whole
14 building was dusty. Was it generally your
15 experience that all coal-fired power plants were
16 dusty throughout?
17 A. Yes, sir.
18 Q. And you don't have any knowledge that
19 any of the dust that you saw at Lee originated from
20 work or products associated with the turbine, do
21 you?
22 A. No, sir.
23 Q. All right.
24 The next time -- do you believe that
25 that time you went to Lee Steam Station would have

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1 been -- the first time, would that -- you mentioned
2 some training that you said took place at Lee Steam
3 Station. Did that happen that first time?
4 A. I didn't understand that.
5 MR. HUMEN: John, he didn't hear you.
6 MR. ELDER: I'll start over, okay?
7 MR. HUMEN: Can you repeat it, please?
8 THE WITNESS: You're breaking up a
9 little bit through this.
10 BY MR. ELDER:
11 Q. Okay. Let me start over.
12 You mentioned some training regarding
13 asbestos that took place at Lee Steam Station?
14 A. Yes, sir.
15 Q. Did that training happen in conjunction
16 with this first visit that you were just
17 discussing?
18 A. No, sir.
19 Q. Okay.
20 Do you recall one other time where you
21 performed some piping work underneath a turbine at
22 Ocone?
23 A. No, sir. I said we worked underneath
24 the turbine, removing some piping.
25 Q. Okay. And you were working on some

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1 piping underneath the turbine, but do you know what
2 ran through that piping or what type of piping it
3 was?
4 A. It was carbon steel pipe. It was a
5 one-inch carbon steel line.
6 Q. And do you know if it was a fuel line
7 or an oil line, or what it was?
8 A. I don't know.
9 Q. Do you know approximately what year
10 that work would have occurred?
11 A. No, sir. I can't remember.
12 Q. And again, neither you or Mr. Jonas
13 would have performed any work on the turbine itself
14 at Oconee, correct?
15 A. No, sir.
16 Q. Okay.
17 And do you know what unit at Oconee
18 that piping work would have occurred?
19 A. I don't want to say because I can't
20 remember what unit it was.
21 Q. I understand that at the time you do
22 recall other employees performing some work on the
23 turbine. I think you said maybe even the removal
24 of the rotor at Oconee.
25 A. Yes, sir.

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1 Q. Is that accurate?
2 A. Yes, sir.
3 Q. And again, would those have been Duke
4 employees?
5 A. Yes, sir.
6 Q. But you wouldn't be in a position to
7 tell me exactly what type of work they were
8 performing, or the repairs they completed?
9 A. Mostly they pulled a rotor -- they take
10 the rotor out and done something to it.
11 Q. Okay.
12 And I understand that you were not
13 present and can't say that Mr. Jonas was present
14 when any insulation was ever removed or replaced on
15 that turbine, correct?
16 A. Well, we wouldn't be -- we would be
17 there, but we would be somewhere else when they
18 done it, you know.
19 Q. Okay. So you wouldn't be able to say
20 that Ronnie Jonas was in the area when insulation
21 was removed or replaced from the turbine itself?
22 A. I can't say that he was there, but I
23 can't say he wasn't there.
24 Q. Fair enough.
25 And again, you believe Oconee was

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1 originally constructed in the 1960s?
2 A. Yes, sir. I think it went online in
3 the '60s.
4 Q. And you wouldn't know the maintenance
5 history of the turbine at Oconee?
6 A. No, sir.
7 Q. Now, in -- I know you've been in a
8 number of different power plants. When you would
9 go and turbines were operational, there would be a
10 metal shell or cover that would be over the
11 turbine, right?
12 A. Yes, sir.
13 Q. And there wouldn't be any insulation on
14 the turbine itself that would be exposed when that
15 metal shell or cover was in place, correct?
16 A. Correct.
17 Q. Are these the only two occasions that
18 you have a recollection specifically, when you were
19 onsite with Ronnie, when a turbine shell was
20 removed from the turbine?
21 A. Yes, sir, but they removed them a lot
22 at Oconee when we was there.
23 Q. Okay.
24 A. Every -- about every outage, they --
25 one outage, they tore down all the super heat and

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1 all of the low-pressure -- they tore down the
2 high-pressure and all three low-pressure turbines.
3 Q. And any of those occasions obviously
4 would have been sometime after 1984?
5 A. Yes, sir.
6 Q. Is that right?
7 A. Yes, sir.
8 Q. And you wouldn't be able to offer any
9 testimony from your personal knowledge that Mr.
10 Jonas would have been present when insulation was
11 removed or replaced from any of those turbines at
12 Oconee?
13 A. No, sir.
14 Q. You never had to review any drawings or
15 specifications for the turbine in order to do your
16 job as a pipe fitter, did you?
17 A. No, sir.
18 Q. And you never would have had the
19 opportunity to review a turbine manual or an
20 operating manual?
21 A. No, sir.
22 Q. And did you ever get close enough to a
23 turbine to read the model number, serial number, or
24 rating on any name plate of a turbine?
25 A. Yes, sir.

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1 Q. Can you give me any of that information
2 for any turbine?
3 A. No, sir. I cannot remember.
4 Q. I told you at the beginning I
5 represented the General Electric Company. You
6 never had the opportunity to interact with any GE
7 employees in order to do your job for Duke, did
8 you?
9 A. No, sir.
10 Q. And you never took any direction or
11 instruction from any GE employee, did you?
12 A. No, sir.
13 Q. Each time you were at a Duke Power
14 plant between 1977 and when you were laid off in
15 1996, you were always an employee of Duke?
16 A. Yes, sir.
17 Q. Is that correct?
18 A. Yes, sir.
19 Q. Okay. And you took your direction from
20 Duke?
21 A. Yes, sir.
22 Q. And Duke would tell you where -- what
23 facility to go to or what area within a facility to
24 go to, to do your work?
25 A. Yes, sir.

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1 Q. And they would tell you what work you
2 were to perform on any given day?
3 A. Yes, sir.
4 Q. And they would tell you how to do your
5 job?
6 A. Yes, sir.
7 Q. You mentioned the -- you did recall a
8 time where you saw some insulators at some point at
9 Duke wearing respirators. Do you know when that
10 first occurred?
11 A. No, sir. I can't remember.
12 Q. And Mr. Glenn went through a number of
13 exhibits, Numbers 1 through 10, that outlined the
14 policies and procedures that Duke had in place,
15 starting even before you started working there,
16 relating to asbestos?
17 A. Yes, sir.
18 Q. Your testimony is today that, at least
19 until into the '90s, Duke would not have followed
20 its own policies and procedures, based on what you
21 observed, if, in fact, asbestos insulation was
22 being disturbed in your presence; is that correct?
23 MR. HUMEN: Object to form.
24 A. Yes, sir.
25 Q. Okay.

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1 And I take it that neither you nor Mr.
2 Jonas, to your knowledge, ever looked to the
3 General Electric Company for any instructions or
4 directions on how to do your job, did you?
5 A. No, sir.
6 Q. Specifically, you never looked to GE
7 for any direction regarding health and safety on
8 the job site, did you?
9 A. No, sir.
10 Q. So based on your -- the time we just
11 talked about, you wouldn't be in a position to
12 offer any personal knowledge that Mr. Jonas was
13 exposed to any asbestos from any GE product or
14 equipment, would you?
15 A. No, sir. But if it was in the plant
16 where we worked, we were there.
17 Q. I understand. You've told us about the
18 work you performed and what you did.
19 MR. ELDER: Thank you, sir. I think
20 that's all the questions I have for now.
21 MR. BORDEN: David, I'll go ahead and
22 jump in.
23 MR. HUMEN: All right.
24 COURT REPORTER: One moment.
25 (Off-the-record conference.)

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1 EXAMINATION
2 BY MR. BORDEN:
3 Q. All right. Good afternoon, Mr. Bell.
4 My name is Peter Borden. I'm a lawyer in,
5 actually, Raleigh, North Carolina, and I have a few
6 questions about your testimony on cooling towers.
7 A. Yes, sir.
8 Q. Hold on. Can you hear me all right?
9 A. Yes, sir.
10 Q. Okay.
11 I understand you testified to working
12 on cooling towers, or at least witnessing Mr. Jonas
13 work on cooling towers, on three occasions, the
14 first occasion being replacing slats on a cooling
15 tower at the Lee Steam Station, and then two
16 occasions at Catawba Nuclear Plant. Is that right?
17 A. Yes, sir.
18 Q. So I'm going to take those in turn and
19 talk about each one of them, the first one being at
20 Lee Steam Station. Can you explain to me what you
21 saw Mr. Jonas doing?
22 A. No, sir. All I know is, they had to
23 replace some of the slats in it, but I wasn't
24 associated with it. It was just a couple of us out
25 of our crew had to go work on it.

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262 to 265

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1 Q. Okay. So you weren't working with Mr. 2 Jonas on this cooling tower? 3 A. No, sir, not at Lee. 4 Q. Okay. 5 You mentioned on direct that the slats 6 he was replacing were made out of wood; is that 7 right? 8 A. Yes, sir. 9 Q. How do you know that? 10 A. I was told they were. 11 Q. Okay. Do you know how long he was 12 replacing those slats? 13 A. Say again. 14 Q. Do you know how long it took him to 15 replace the slats? 16 A. No, sir. 17 Q. Did you observe him doing it on more 18 than one occasion? 19 A. No, sir. 20 Q. Do you know where at the Lee Steam 21 Station that cooling tower was located? 22 A. Yes, sir. 23 Q. Where was it located? 24 A. It was in back of the building. It was 25 close to our shack, where we worked.	1 Randy Quinn. That's as far as I can remember. 2 Q. Okay. 3 Do you know if he had to use any -- Mr. 4 Jonas had to use any tools to do that work? 5 A. No, sir. 6 Q. You don't know? 7 A. No, sir, I don't know. 8 Q. All right. 9 I want to move on to the second time 10 that you talked about cooling tower work with Mr. 11 Jonas, and that would be at Catawba Nuclear Plant. 12 A. Yes, sir. 13 Q. I believe you mentioned that you were 14 grinding and welding at that plant? 15 A. Yes, sir. 16 Q. But were you grinding in preparation 17 for welding? 18 A. Yes, sir. 19 Q. Who was doing the grinding and who was 20 doing the welding? 21 A. Ronnie would do the welding and I would 22 do the grinding, and then he would grind to clean 23 up his welds. 24 Q. I know you mentioned that you worked 25 for about three days doing this grinding and
Page 263	Page 265
1 Q. What was that shack called? 2 A. Crew shack. 3 Q. Was this cooling tower on the ground or 4 was it on top of a building? 5 A. It was on the ground. 6 Q. How big was this cooling tower? 7 A. I can't remember. It wasn't too - it 8 wasn't all that big. 9 Q. Was it the size of a bus, maybe? 10 A. I can't remember. All I can remember 11 is the wooden slats in it. 12 Q. Okay. Do you remember the shape of the 13 cooling tower? 14 A. No, sir. 15 Q. Who would have told Mr. Jonas to do 16 that work on the cooling tower? 17 A. It would have been our supervisor. 18 Q. Do you know his name? 19 A. JR Wilson. 20 Q. Was Mr. Jonas working with anybody else 21 on that cooling tower? 22 A. Yes, sir. 23 Q. How many other people was he working 24 with? 25 A. I think Gaylen was working on it, and	1 welding work. Where exactly on the cooling tower 2 were you grinding and welding? 3 A. I can't remember exactly, but we worked 4 in three different areas. We worked on the top of 5 it and down in it and on the bottom. I can't 6 remember what we were doing, but something had 7 broke, and we had to fix it. 8 Q. Do you remember when you were doing 9 this, this grinding and welding work? 10 A. No, sir. 11 Q. Would it have been in the late '80s or 12 the early '80s? 13 A. I can't remember. 14 Q. How about this: Would it have been 15 before or after you left -- you went to Oconee to 16 work? 17 A. It was after, I think. 18 Q. Okay. 19 Remind me again when you came back to 20 Catawba after leaving to go to Oconee. 21 A. Say again. 22 Q. Can you remind me again when, after you 23 left to go to Oconee, when you came back to Catawba 24 to do this, not just this work, but just shut-down 25 work?

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1 A. It would have been after '96 because I
2 was --
3 Q. Since --
4 A. I was --
5 Q. Sorry. I didn't mean to interrupt. Go
6 ahead.
7 A. I was laid off in '96.
8 Q. So this work that you're describing,
9 grinding and welding on this cooling tower, would
10 it have been after 1996?
11 A. Yes, sir.
12 Q. Okay.
13 On this occasion did you do any other
14 work on this cooling tower other than grinding and
15 welding?
16 A. We did some other work, but I can't
17 remember what it was, because I remember we had to
18 go in it.
19 Q. Was that at the same time that you were
20 doing the grinding and welding work?
21 A. No. It was at different times.
22 Q. How many other times?
23 A. Just two times.
24 Q. Okay.
25 A. That's all I can remember.

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1 Q. So the other time -- I know you say you
2 don't remember what you were doing. Do you
3 remember if it was before or after you did the
4 grinding and welding work?
5 A. It was after.
6 Q. So it would have been after 1996 or ??
7 A. Yes, sir.
8 Q. Who were you working for at the time?
9 A. DZ Atlantic.
10 Q. Do you know who Mr. Jonas was working
11 for?
12 A. He was still working for Duke.
13 Q. Okay. When you were doing this
14 grinding and welding work, where were the -- where
15 was the cooling tower located?
16 A. The cooling tower at Catawba?
17 Q. Yes.
18 A. It's behind the plant, up on a hill.
19 Q. Is it in a group of cooling towers?
20 A. Yes, sir.
21 Q. All right. Do you know which one of
22 that group it is, where it would be, whether it was
23 in the middle or on the outside?
24 A. I think it was on the end, the first
25 one, I think, as far as I --

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1 Q. The first one being -- sorry.
2 A. As far as I can recall.
3 Q. Okay. You said you can't recall?
4 A. I said I think it was the first one.
5 It wasn't the middle -- I know it wasn't the middle
6 one.
7 Q. So you're saying it would have been one
8 of the closer ones to the buildings?
9 A. Yes, sir.
10 Q. Okay.
11 How long during each of the three days
12 did you and Mr. Jonas spend grinding and welding?
13 A. I can't recall.
14 Q. Was there anybody else working with the
15 two of you?
16 A. No, sir.
17 Q. Who told you to go and grind and weld
18 on the cooling tower?
19 A. I don't know. I don't recall who I was
20 working for then.
21 Q. Well, I think you just told me it was
22 DZ Atlantic.
23 A. Well, yeah, but I don't know the
24 supervisor that I was working for at that time.
25 Q. Okay.

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1 Would the same person have instructed
2 both you and Mr. Jonas to go work on that tower?
3 A. Say again.
4 Q. Would it have -- if you and Mr. Jonas
5 were working for different people, would it have
6 been the same person that told the two of you to go
7 work on the cooling tower?
8 A. No. It could have been two different
9 people as far as I know. I don't remember.
10 Q. Do you know why you were doing the work
11 you were doing?
12 A. There was something broke and we had to
13 fix it.
14 Q. Were you wearing a respirator at the
15 time?
16 A. No, sir.
17 Q. I know you mentioned on direct that
18 that second time, that you don't remember what you
19 were doing. You do remember that you were wearing
20 a respirator; is that right?
21 A. Yes, sir.
22 Q. Did you and Mr. Jonas replace any parts
23 during that work while you were grinding and
24 welding?
25 A. I can't remember.

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1 Q. Okay.
2 Other than a grinder and a welder, did
3 you use any other tools?
4 A. I can't remember, sir.
5 Q. Okay.
6 If you were grinding in preparation for
7 these welds, you and Mr. Jonas would have only been
8 working on metal, right?
9 A. Yes, sir.
10 Q. Other than what we've talked about, the
11 two times working at Catawba and the first time
12 working at Lee Steam Station, do you have any other
13 recollection of Mr. Jonas working on cooling
14 towers?
15 A. No, sir.
16 Q. Do you have any specific recollection
17 of Mr. Jonas working around other people who were
18 working on cooling towers?
19 A. No, sir.
20 Q. Mr. Bell, I think that's all the
21 questions I have for you today. Thank you for your
22 time.
23 THE WITNESS: Thank you.
24 MR. HUMEN: Let's do a quick little
25 break. We've been going a little while.

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1 VIDEOGRAPHER: Off the record at
2 1:55 p.m.
3 (After a recess, proceedings were
4 continued as follows:)
5 VIDEOGRAPHER: On the record at
6 2:08 p.m.
7 MR. HUMEN: Celeste, go ahead.
8 MS. JONES: Okay.
9 EXAMINATION
10 BY MS. JONES:
11 Q. Mr. Bell, my name is Celeste Jones, and
12 I represent US Steel, and I just have a handful of
13 quick questions to ask you in regards to US Steel.
14 My first question is, do you recall,
15 when you were working with Mr. Jonas, ever working
16 on any -- working with any employees of US Steel?
17 A. No, ma'am.
18 Q. Okay. And do you recall ever receiving
19 any information or instruction from anyone
20 associated with US Steel?
21 A. No, ma'am.
22 Q. And do you recall having any contact
23 with any products or equipment from US Steel?
24 A. Yes, ma'am.
25 Q. And what do you recall in that regard?

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1 A. I can remember the stencils in at US
2 Steel.
3 Q. Could you say what you -- could you say
4 that again, please? I couldn't hear you very well.
5 A. The marking on the steel that -- on the
6 steel that said, US Steel.
7 Q. On the I-beams, the big I-beams?
8 A. Yes, ma'am.
9 Q. Do you remember anything other than the
10 marking of US Steel on the large I-beams?
11 A. No, ma'am.
12 Q. Do you -- are you currently retired?
13 A. Yes, ma'am.
14 Q. And when did you retire?
15 A. 1966.
16 MR. HUMEN: Did you mean -- I think you
17 got that wrong.
18 Q. Not 1966, right?
19 MR. HUMEN: It's been a long day.
20 A. Excuse me.
21 Q. I'm sorry. If you could, when did you
22 retire from full-time employment, Mr. Bell?
23 A. When I turned 66.
24 MR. HUMEN: That makes more sense.
25 Q. Yeah. Right. Okay. When you turned

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1 66. That's much more logical.
2 A. I'm sorry about that.
3 Q. That's all right.
4 A. I started work in 1966. I retired when
5 I was 66.
6 Q. All right.
7 And who was the last -- or what was the
8 last company you worked with before you retired?
9 A. The last company I worked with?
10 Q. Yes, sir.
11 A. What did DZ -- DZ Atlantic.
12 Q. Okay.
13 MS. JONES: That is all the questions I
14 have for you. Thank you, sir.
15 THE WITNESS: Man, I really got off on
16 that, didn't I?
17 MR. HUMEN: It's been a long day.
18 THE WITNESS: You caught that right
19 off, didn't you? What year was that?
20 MR. HUMEN: Made me do a little double
21 take.
22 All right. Who wants to be next?
23 MR. KOZICK: This is Steve Kozick. I'd
24 just like to ask a couple quick questions.
25 MR. HUMEN: Okay.

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1 EXAMINATION 2 BY MR. KOZICK: 3 Q. Mr. Bell, my name is Steve Kozick. I 4 represent Circor Instrumentation in this case. 5 I just wanted to ask you, did you, 6 during your employment, ever work on or around Hoke 7 valves? 8 A. If they were in the plant, we did. 9 Q. Okay. 10 A. We took -- 11 Q. But you don't recall specifically 12 working on any Hoke valves? 13 A. We took out so many and replaced so 14 many, I cannot recall. 15 Q. Okay. And would that answer be the 16 same for Mr. Jonas? Do you know if Mr. Jonas 17 worked on or around any Hoke valves? 18 A. I can't recall. I couldn't answer 19 that. 20 Q. Okay. 21 And I know you mentioned off the record 22 that you were only vaguely familiar with Hoke. And 23 what does that mean? What do you know about Hoke 24 valves? 25 A. I probably seen their name on one of	1 Frick. 2 I want to follow up on something you 3 testified to earlier. I believe you indicated that 4 you recalled Fluor Daniel performing some work at 5 Oconee. And I'm sorry, the connection is not 6 great. It sounded to me like you said you 7 remembered a company named Fluor Daniel laying 8 pipe. Did I hear that correctly? 9 A. They worked with pipe. They had pipe 10 fitters and welders there. 11 Q. Okay. 12 A. And I think they had some riggers there 13 too. I'm not for sure. 14 Q. Do you remember what year this was that 15 you recall seeing Fluor Daniel crews at Oconee? 16 A. No, sir. It might have just went back 17 to Daniels. 18 Q. Okay. 19 A. But I remembered when Fluor Daniel took 20 over, because I -- I worked for Daniels at one 21 time. 22 Q. Right. I remember you mentioning that. 23 I'm just trying to get a handle on the years that 24 you remember seeing these workers at Oconee. So I 25 know you went to Oconee in 1984. Is it fair to say
Page 275	Page 277
1 the valves or something, because -- like on the 2 information that's on the valve. 3 Q. But would it be fair to say that you 4 don't remember specifically seeing a valve at any 5 particular plant or anything like that? 6 A. I have seen the name, Hoke, on a valve 7 before, but I cannot recall where it was at. 8 Q. Okay. 9 And do you recall anything else about 10 the valve? 11 A. No, sir. 12 Q. Okay. 13 MR. KOZICK: Thank you very much for 14 your time. I appreciate it. 15 MR. HUMEN: Anybody else on the -- on 16 Zoom? 17 MR. FRICK: This is Scott Frick. I can 18 jump in now. 19 COURT REPORTER: One moment. 20 (Off-the-record conference.) 21 EXAMINATION 22 BY MR. FRICK: 23 Q. Mr. Bell, can you hear me okay? 24 A. Yes, sir. 25 Q. Okay. Great. Again, my name is Scott	1 that it was after 1984? 2 A. Yes, sir. 3 Q. Okay. Do you know if it was in the 4 1990s? 5 A. It would probably had to have been in 6 the '90s because I got laid off in 1996. 7 Q. Okay. 8 So you believe you saw a company by the 9 name of Fluor Daniel in the 1990s; is that fair? 10 A. As far as I can remember. 11 Q. Okay. And I guess you had mentioned -- 12 A. It could have been after I got laid off 13 and worked for DZ Atlantic, because I was, you 14 know, I was in and out of Oconee a lot after I got 15 laid off. 16 Q. Okay. 17 So do you think you were working for 18 Duke at the time, or were you working for DZ 19 Atlantic, or are you just not sure? 20 A. I'm not sure. 21 Q. Okay. It could have been while you 22 were working for DZ Atlantic, is that what you're 23 telling me? 24 A. It could be. 25 Q. Okay.

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1 Let me ask you this: During that time
2 that you remember Fluor Daniel performing work at
3 Ocone, was Mr. Jonas working at Ocone at that
4 time?
5 A. Yes, sir.
6 Q. Do you know what area of the plant
7 Fluor Daniel was performing work?
8 A. I think it was -- it was mostly -- no,
9 I can't remember right offhand.
10 Q. And do you remember any particular jobs
11 that Fluor Daniel was doing?
12 A. No, sir.
13 Q. So let me see if I've got this
14 straight. You think that Fluor Daniel had pipe
15 fitters, welders, and riggers at Ocone, but you
16 don't know what work they were performing; is that
17 fair?
18 A. No, sir, that's true.
19 Q. What I said was correct?
20 A. Yes, sir.
21 Q. Is this a situation where you just know
22 they were there, or did you actually see them
23 performing work?
24 A. I knew they was there because we had to
25 go in and out the same one entrance and leave one

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1 entrance, so I knew they were there.
2 Q. Okay. Did you ever see the Fluor
3 Daniel workers doing any of their work?
4 A. No, sir.
5 Q. So you can't tell me what part of the
6 plant they were working in and you can't say that
7 you ever saw them doing any of their work; is that
8 correct?
9 A. That's correct.
10 Q. And therefore you never saw Mr. Jonas
11 around any Fluor Daniel workers doing their work,
12 did you?
13 A. That is correct.
14 Q. Okay.
15 And so sitting here today, you are not
16 able to offer any testimony that these Fluor Daniel
17 workers did anything to expose Mr. Jonas to
18 asbestos, can you?
19 A. No, sir.
20 Q. Okay.
21 MR. FRICK: That's all the questions I
22 have for you, sir. Thank you for your time.
23 THE WITNESS: Thank you.
24 MR. HUMEN: Anybody else on Zoom?
25 MR. BLUNT: I can go. Will Blunt,

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1 B-L-U-N-T.
2 (Off-the-record conference.)
3 EXAMINATION
4 BY MR. BLUNT:
5 Q. Hi, Mr. Bell. I'm Will Blunt, and I
6 just have a few questions for you about the
7 boilers.
8 You said you and Mr. Jonas worked on
9 some boilers at Duke Power facilities; is that
10 correct?
11 A. Yes, sir.
12 Q. Can you describe those boilers, like
13 define them?
14 MR. HUMEN: Object to form.
15 A. Say again.
16 Q. Can you describe the boilers? Like are
17 they large boilers?
18 MR. HUMEN: Object to form.
19 A. Yes, they were large.
20 Q. All right.
21 A. They were large --
22 Q. Go ahead.
23 A. They were large boilers, but they had
24 one small boiler at Ocone.
25 Q. Do you remember what the purpose of

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1 these boilers was?
2 MR. HUMEN: Object to form.
3 A. To make steam.
4 Q. To make steam? And would the steam
5 turn turbines?
6 A. Say again.
7 Q. Would the steam turn -- was it used to
8 turn turbines?
9 A. Yes, sir.
10 Q. All right. And that was used to
11 produce electricity?
12 A. Yes, sir.
13 Q. Where in the plant were these boilers
14 located?
15 A. At Lee they're all in the -- like the
16 turbine building.
17 Q. Okay. Were they on the production
18 floor?
19 A. Yes, sir.
20 Q. Okay. And can you describe how large
21 these boilers were?
22 MR. HUMEN: Object to form.
23 A. The one at Lee is -- it's over four
24 stories.
25 Q. You said there was a smaller boiler?

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282 to 285

Page 282 1 A. Yes, sir. 2 Q. Can you describe that one? 3 A. No, sir, I cannot. 4 Q. Okay. Did you never work on that 5 boiler? 6 A. No, sir. 7 Q. Do you know if Mr. Jonas ever worked on 8 that boiler? 9 A. No, sir. 10 Q. Okay. 11 A. But like I said, we passed through the 12 area where they was working on it. 13 Q. Okay. 14 When you worked on these boilers, did 15 you go inside them? 16 A. Yes, sir. 17 Q. Were you able to stand up inside of 18 them? 19 A. Yes, sir. 20 Q. How did you get inside the boilers? 21 A. Well, it was all tore apart. 22 Q. Okay. So did they have doors to get 23 inside the boilers? 24 A. No. It was -- you could access it from 25 any floor because it was open. It was --	Page 284 1 A. I guess carbon steel. 2 Q. Steel, not cast iron? 3 A. No. What we replaced was carbon steel, 4 because they welded it. 5 Q. Okay. 6 How large are those tubes? 7 A. On the boiler we worked on, the water 8 wall tubes, there were about -- the ID of them was 9 about one inch. 10 Q. Okay. 11 A. Or greater than one inch. 12 Q. Do you know what fuel was used to power 13 the boilers? 14 A. Coal. 15 Q. Coal? Okay. 16 A. Crushed up coal. 17 Q. Do you remember if you or Mr. Jonas 18 ever worked any hot water heaters at Duke? 19 A. No, sir, but we worked on the steam 20 vessels. 21 Q. Steam vessels? 22 A. Yes. 23 Q. All right. 24 Did you and Mr. Jonas ever work on any 25 hot water storage tanks at Duke?
Page 283 1 Q. Okay. Before you could work on the 2 boilers, did you have to wait for the boilers to 3 cool down? 4 A. We didn't because they was already shut 5 down before we... 6 Q. Okay. Do you know if the boiler jacket 7 had to be removed? 8 MR. HUMEN: Object to form. 9 THE WITNESS: I didn't understand what 10 he said. 11 A. Could you repeat that? 12 Q. Do you know if the boiler jacket had to 13 be removed before -- 14 MR. HUMEN: Object to form. 15 Q. -- you could work on the boiler? 16 A. I don't know what you're talking about 17 there. 18 Q. Okay. 19 A. What are you saying? 20 Q. Just -- I'll move on to the next 21 question. 22 Do you remember the material the 23 boilers were made of? 24 A. Well, what we replaced was the tubes. 25 Q. Okay. What were the tubes made of?	Page 285 1 A. No, sir. 2 Q. Okay. 3 MR. BLUNT: All right. I have no 4 further questions right now. Thank you. 5 MR. HUMEN: Anybody else on Zoom with 6 questions? 7 MS. FLYNN: This is Stephanie Flynn. I 8 do have some questions. 9 COURT REPORTER: Just a moment. 10 (Off-the-record conference.) 11 EXAMINATION 12 BY MS. FLYNN: 13 Q. Mr. Bell, my name is Stephanie Flynn. 14 I actually was the attorney that took your 15 deposition back in 2004, so it's good to see you 16 again. It's been a lot of years. 17 A. Say again. What was your name? 18 Q. It's Stephanie Flynn. Can you hear me 19 okay? 20 A. Yes. 21 Q. Okay. 22 A. But I -- 23 Q. I've just got a few -- 24 A. I've got bad hearing now. 25 Q. Okay.

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Page 286	Page 288
1 You had mentioned a little bit earlier 2 working on a little project just to replace some 3 steam traps, and I think you said that was in the 4 turbine building at Oconee, and I believe you said 5 that those steam traps were either threaded into 6 the system or flanged into the system, correct? 7 A. I didn't understand the first part of 8 that question. 9 Q. Okay. You had mentioned working on a 10 project to replace some steam traps at Oconee? 11 THE WITNESS: She said steam what? 12 MR. HUMEN: Traps. 13 THE WITNESS: Steam traps. Okay. 14 BY MS. FLYNN: 15 Q. Right. 16 I wanted to ask you a little bit about 17 that project that you mentioned, and I think you 18 said it was in the turbine building. Is that 19 right? 20 A. Yes, ma'am. 21 Q. Do you know about what year that was? 22 A. No, ma'am. 23 Q. Was it the first time that you went to 24 Oconee after Catawba or was it sometime later? 25 A. It was later. I can tell you it was in	1 with the steam traps, none of that was welded; is 2 that right? 3 A. I can't recall. 4 Q. All right. 5 A. But if it wasn't welded, then he would 6 be doing the same job I was doing. 7 Q. Do you know how long that project took? 8 A. No, ma'am. 9 Q. Okay. Do you know if it was more or 10 less than a week? 11 A. Maybe a week. 12 Q. And that was for both the small steam 13 traps and the larger ones that you mentioned? 14 A. Say again. 15 Q. That was for both the small steam traps 16 and the larger ones that you mentioned? 17 A. Yes, ma'am. 18 Q. And the small ones, as I understand it, 19 you just unscrewed those, tossed them, and screwed 20 new ones back in there? 21 A. Yes, ma'am. 22 Q. And the larger ones, did you have to 23 open any of those and work on the internals, the 24 internal parts? 25 A. No, ma'am.
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1 the basement of the turbine building though. 2 Q. Okay. Do you know if it was in the 3 '80s or in the '90s? 4 A. It probably had to be in the '90s. 5 Q. You said that they were either threaded 6 or flanged. Did you recall any of those steam 7 traps being welded into the system? 8 A. No, ma'am. 9 Q. Would there have been any need then for 10 Mr. Jonas to have worked on those to help remove or 11 replace them? 12 A. That I can't answer. 13 Q. Okay. Do you recall him working on 14 that project with you? 15 A. Yeah. 16 Q. Okay. And if he was working with you, 17 what was his role in that? 18 A. He would be the welder. Or if it -- or 19 he could have been just doing like me, grinding and 20 getting stuff ready, bolting it together. It all 21 depends, you know, what the job called for. 22 Q. Okay. 23 A. But if there was any welding to do, he 24 would do the welding. 25 Q. Okay. But on this particular project	1 Q. They were simply removed from the line 2 and then new ones were put back into place? 3 A. Yes, ma'am. 4 Q. For the larger ones, do you remember 5 the size of any of those steam traps? 6 A. I didn't hear the first part of that. 7 Q. For the larger ones, do you remember 8 the size of any of the steam traps? 9 A. No, ma'am. 10 Q. Do -- were they any particular color? 11 A. No, ma'am, I couldn't remember that. 12 Q. Okay. Do you know what kind of metal 13 they were made out of? 14 A. Probably carbon steel. 15 Q. Do you remember how many there were? 16 A. No, ma'am. 17 Q. Okay. Do you remember the type of 18 steam traps that any of these traps were? 19 A. No, ma'am. 20 Q. Okay. 21 MS. FLYNN: Well, sir, those are all 22 the questions that I have for you. I really 23 appreciate your time today. 24 THE WITNESS: Thank you. 25 MR. HUMEN: Anybody else on Zoom?

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1 MR. ROGERS: This is Andy Rogers. I 2 can go next, if that's okay. 3 COURT REPORTER: One moment. 4 (Off-the-record conference.) 5 EXAMINATION 6 BY MR. ROGERS: 7 Q. Mr. Bell, can you hear me okay? 8 A. Yes, sir. 9 Q. All right. I tried to turn my video 10 on, but it didn't seem like it was going to work. 11 It was cutting my head off. So I'll just speak to 12 you just like this, if that's okay. 13 A. That's okay. 14 Q. I don't think I'll have too many 15 questions for you. If you can't hear me okay, just 16 let me know, and I'll repeat the question, okay? 17 A. Okay. 18 Q. All right. 19 I wanted to ask you first a little bit 20 about -- you mentioned reactor coolant pumps? 21 A. The reactor coolant pump? 22 Q. Yes. 23 A. Yes, sir. 24 Q. I didn't quite catch which -- which 25 plant did you work on those at?	1 And what's your understanding of the 2 function of the reactor coolant pump? 3 A. It pumps water to cool the reactor, I 4 think. 5 Q. Okay. So its job is to cool off the 6 nuclear reactor? 7 A. I guess. I really don't know. It's 8 called the reactor coolant pump. 9 Q. Okay. 10 Do you know if the water that it was 11 pumping would have been considered contaminated 12 with radiation? 13 A. It would be contaminated. 14 Q. Okay. When you would work on those, 15 did you have to wear personal protective equipment? 16 A. Yes, sir, if it called for it. 17 Q. What protective equipment would you 18 wear? 19 A. We would have to be dressed out, and 20 then if it called for a respirator, we would have 21 to wear a respirator. 22 Q. Do you know what would determine 23 whether it would be -- whether a respirator would 24 be called for? 25 A. In our case it would be radiation
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1 A. Oconee. 2 Q. Okay. 3 Where in Oconee would reactor coolant 4 pumps be located? 5 A. It would be in the reactor building. 6 Q. Okay. Could you describe what those 7 pumps look like? 8 A. They are big. 9 Q. Yeah. Was the pump shaft oriented 10 horizontal or vertical? 11 A. It was horizontal. 12 Q. Okay. Was it a centrifugal pump? 13 A. I don't know what kind of pump it was. 14 Q. Okay. 15 What -- do you know the diameter of the 16 inlet and outlet of those pumps, roughly? 17 A. No, sir. 18 Q. Okay. But it was a large pump, right? 19 A. Say again. 20 Q. It was a large pump, though, correct? 21 A. Yes, sir. 22 Q. What was -- was it powered by an 23 electric motor? 24 A. Yes, sir, I think so. 25 Q. Okay.	1 contamination, airborne radiation contamination. 2 Q. So would it depend on what kind of work 3 you were doing on the pump? 4 A. Yes, sir, or if the building was 5 contaminated. 6 Q. Okay. So if the building was 7 contaminated for some other reason, you would have 8 to wear a respirator? 9 A. Say again. 10 Q. If the reactor building had some 11 contamination, then you would have to wear a 12 respirator? 13 A. Yes, sir. 14 Q. Okay. 15 What kind of -- did Mr. Jonas work on 16 reactor coolant pumps as well? 17 A. Yes, sir. It would be just, you know, 18 like the -- we would have to unhook some small 19 lines or something that was hooked to it when they 20 pulled the reactor coolant pump. 21 Q. Okay. So your job and Mr. Jonas' job 22 would be to help disconnect it from the system? 23 A. Yes, sir. 24 Q. Okay. 25 Do you recall how many times you and

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1 Mr. Jonas would have done that kind of work on a
2 reactor coolant pump at Oconee?
3 A. I can only remember one time.
4 Q. Okay.
5 A. That -- when they pulled the pump. But
6 other times we worked around the reactor coolant
7 pump, you know, installing some hangers and stuff,
8 or pipe supports.
9 Q. Okay. But you weren't working on the
10 pump itself?
11 A. No, sir.
12 Q. And others weren't working on it at the
13 time either?
14 A. Yes, sir, a lot of times they were --
15 the pump crew was working on it.
16 Q. Okay. Do you know what kind of work
17 they were doing on it?
18 A. No, sir.
19 Q. Okay.
20 The time that you and Mr. Jonas helped
21 disconnect the reactor coolant pump, do you
22 remember what year that was, approximately?
23 A. No, sir.
24 Q. Do you remember, on that occasion, if
25 you had to wear respirators?

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1 A. No, sir.
2 Q. You don't recall?
3 A. I can't recall.
4 Q. I'm sorry. I interrupted you.
5 A. No, sir, I can't recall.
6 Q. Thank you.
7 Do you, for this occasion when you and
8 Mr. Jonas helped disconnect the pump, do you recall
9 which unit it was?
10 A. No, sir.
11 Q. Okay.
12 All right. Just give me a minute.
13 I'd like to move on to a different
14 topic. Are you familiar with the name, Foster
15 Wheeler?
16 A. Yes, sir.
17 Q. What do you associate with Foster
18 Wheeler?
19 A. I just remember the name. I think it's
20 boilers.
21 Q. Okay. You don't have any testimony
22 that you or Mr. Jonas ever worked on any equipment
23 by Foster Wheeler?
24 MR. HUMEN: Object to form.
25 A. If they were at any Duke plants that we

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1 worked on, we have.
2 Q. All right. Are you talking about
3 boilers?
4 MR. HUMEN: Object to form.
5 A. Yes, sir.
6 Q. Okay.
7 But you can't, as you sit here today,
8 you can't tell me that any of the boilers you
9 worked on were made by Foster Wheeler?
10 A. No, sir. As I stated, if they were the
11 ones that we worked on at Lee or any of these other
12 plants, we worked on them.
13 Q. Okay.
14 Do you associate Foster Wheeler with
15 anything other than boilers?
16 A. No, sir.
17 Q. Okay.
18 I'm going to ask you the name of
19 another company. Are you familiar with the name,
20 Spirax Sarco, or just Sarco?
21 A. Could you say that again, slow?
22 Q. Sure. I said two names. I'll say
23 them -- the first one is Spirax Sarco. Does that
24 name ring a bell?
25 THE WITNESS: What did he say?

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1 MR. HUMEN: He said Spirax Sarco.
2 A. That's -- I'm not familiar with that.
3 Q. What about just Sarco?
4 A. No, sir.
5 Q. Okay.
6 MR. ROGERS: That's all the questions I
7 have for you now, sir. I appreciate your time.
8 MR. HUMEN: All right. Anybody else on
9 Zoom?
10 MR. PECK: Yes. I can go next.
11 MR. HUMEN: Okay.
12 COURT REPORTER: One moment.
13 (Off-the-record conference.)
14 EXAMINATION
15 BY MR. PECK:
16 Q. Mr. Bell, can you hear me if I speak at
17 this volume?
18 A. Yes, sir.
19 Q. All right. Thank you. I hear you
20 pretty well right now also.
21 I want to ask you some follow-up
22 questions about testimony you gave about work on a
23 bottom ash hopper --
24 A. Yes, sir.
25 Q. -- at the Lee plant. Do you recall

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Page 298 1 that testimony? 2 A. Yes, sir. 3 Q. My understanding -- well, I'll ask it 4 this way: Was this work on the ash hopper done the 5 first time you went to the Lee plant for an outage? 6 A. Yes, sir. 7 Q. All right. And so this was -- this 8 hopper was associated with the large boiler that 9 you told us about working on? 10 A. Yes, sir. 11 Q. Thank you. 12 And I know you were asked a couple of 13 times, and tried to put it into a date/time frame 14 in different ways. My understanding is, you 15 transferred from Catawba to Oconee sometime in 16 1984, correct? 17 A. Yes, sir. 18 Q. You then physically moved to the Oconee 19 area sometime in 1985. 20 A. Yes, sir. 21 Q. And you told us that it was anywhere 22 from a year to, I think at one time you said three 23 years. Sometime in that one-to-three-year time 24 range, you then started going to other Duke 25 locations for outages; is that correct?	Page 300 1 A. Yes, sir. 2 Q. Is that correct? Okay. 3 And actually, the name describes what 4 it is. It's -- the water sealed the hopper to the 5 boiler; is that your understanding? 6 A. Yes, sir. 7 Q. Okay. 8 And you talked about replacing the seal 9 and some of the tubes or piping that supplied water 10 to this water-sealed trough; is that correct? 11 A. What we done didn't replace -- it held 12 the water. That water stayed in it at all times. 13 Q. Okay. Okay. 14 A. I guess when the boiler was running. I 15 can't answer that other part. 16 Q. I understand. So -- and I think my 17 understanding is the same as yours about the water 18 sealed trough, is that it holds water, and that's 19 what creates the seal between the boiler and the 20 ash hopper, correct? 21 A. Yes, sir. 22 Q. But you testified in response to Mr. 23 Humen's questions about some work that was done 24 related to the water tubes? 25 A. Yes, sir.
Page 299 1 A. Yes, sir. The first plant that we went 2 to when we got sent off to do a job was Lee Steam 3 Station. 4 Q. Right. I -- you anticipated my next 5 question. So Lee was the first one you went to. 6 Can you recall whether that was in 1985, '86, '87? 7 Can you place it in time? 8 A. It would have to be -- it would be 9 after '85. 10 Q. Okay. Sometime after '85? 11 A. Yes, sir. 12 Q. That's fine. 13 And you described the work on the ash 14 hopper, if I heard it correctly, as replacing the 15 water seal on the top of the hopper? 16 A. Yes, sir. 17 Q. Did I hear that right? 18 A. Yes, sir. That's after we got, you 19 know, they got all the water wall tubes in and 20 everything rebuilt. 21 Q. Okay. And do you recall that being 22 referred to as a water seal trough? 23 A. Yes, sir. 24 Q. Okay. So this was a seal between the 25 boiler and the ash hopper?	Page 301 1 Q. Did I mishear that or did you do work 2 with water tubes? 3 A. Yes, sir, and the water wall, water 4 wall tubes. 5 Q. Okay. And what work was done with the 6 water tubes in the water wall? 7 A. Replacing them. 8 Q. Okay. 9 A. Cutting them out and replacing them. 10 Q. All right. 11 You talked about that three men at a 12 time would get into a small area. Did I hear that 13 right? 14 A. That's when we worked in the bottom of 15 it. 16 Q. In the bottom of what, sir? 17 A. When we worked down at the ash hopper. 18 Q. Okay. Right. Right. And that's what 19 I'm going to -- I'm following up on your testimony 20 about this work on the ash hopper. 21 So if I understand you right, you did, 22 with respect to the ash hopper at the Lee plant, 23 you replaced the water-sealed trough and replaced 24 water tubes in the water wall? 25 A. Yes, sir.

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1 Q. Okay. What -- and you said that Mr. 2 Jonas worked with you on this job? 3 A. On the water walls. 4 Q. Okay. 5 Did Mr. Jonas have anything to do with 6 the work on the water-sealed trough? 7 A. I can't recall that. 8 Q. All right. You don't recall that any 9 welding was needed in connection with that work? 10 A. There was some, but I can't recall it 11 all. 12 Q. Okay. You don't -- as you sit here 13 today, you don't have any recollection of Mr. Jonas 14 working on the replacement of the water-sealed 15 trough; is that correct? 16 A. That's correct. 17 Q. All right. 18 What did Mr. -- what do you recall Mr. 19 Jonas doing with respect to the water tubes in the 20 water wall? 21 A. He was a welder. He welded them. 22 Q. Okay. Would he have removed the tubes 23 as well as had something to do with replacing them? 24 A. Yes, sir. Removing and replacing. 25 Q. I understand.	1 less than a week or more than a week? 2 A. It was more than a week. 3 Q. Would it have been more than two weeks? 4 A. I would say more than two weeks, 5 because I got tired of going in and out of that 6 little hole. 7 Q. Okay. 8 And going in and out of the little 9 hole, that was only for purposes of the water 10 tubes, correct? 11 A. No, sir. That's working on the water 12 seal. 13 Q. Okay. 14 So the water seal, what -- the hole 15 that you were going in and out of, what were you 16 going into? 17 A. I can't remember. All I know is, it 18 was propped up with some timbers, and we crawled 19 through that hole to get in there. 20 Q. Got it. So it's actually not a 21 mechanical hole. It's just a small space between 22 some timbers? 23 A. As far as I can remember, it propped up 24 whatever closed it. I don't know if it opened by 25 itself or closed by itself. All I know is, we
Page 303	Page 305
1 And this entire job related to the ash 2 hopper underneath this boiler, how long did -- 3 was -- what period of time was involved to complete 4 that job? 5 A. It was a good while. I can't recall -- 6 Q. I'm sorry. Go ahead. 7 A. I can't recall the time, but it was 8 quite a while. 9 Q. And I understand when you say, quite a 10 while, that can have quite a range. 11 A. Yes, sir. 12 Q. Are we talking about days, weeks, 13 how -- 14 A. Yeah, days and weeks, because we worked 15 12 hours a day, seven days a week. 16 Q. Yes, sir. I remember that. Do you 17 remember how many days would have been spent just 18 on the work on the ash hopper? 19 A. No, sir. 20 Q. Okay. Would it have been less than a 21 week? 22 A. I can tell you that it was a pretty big 23 job though. 24 Q. I understand. I understand. I'm just 25 trying to get a better frame of reference. Was it	1 crawled through that hole to get in there. 2 Q. Was all of the work that you were 3 doing, you and Mr. Jonas were doing, related to the 4 ash hopper underneath this boiler, the work on the 5 water-sealed trough and the work on the water tube, 6 was all of that work involved with metal product, 7 metal equipment? 8 A. Yes, sir. 9 Q. Did -- you didn't work with any 10 insulation materials in connection with that work, 11 did you? 12 A. Only if it was left behind. 13 Q. Well, do you know if any of that 14 equipment was insulated? 15 A. Yes, sir. The boiler was insulated. 16 Q. No, I understand the boiler, but I'm 17 focusing on the ash hopper work that you -- 18 A. Yeah, that was insulation inside the 19 ash hopper. 20 Q. Inside where -- the ash hopper filled 21 with water, correct? 22 A. No. It -- the ash hopper was insulated 23 with insulation. As far as I can remember, I think 24 it was like brick insulation. 25 Q. Like brick insulation?

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1 A. As far as I can remember, it's some
2 kind of insulation, the whole thing was insulated.
3 Q. Okay. Did you have to, as part of your
4 work, did you have to disturb any of that
5 insulation?
6 A. Yeah. We crawled on it.
7 Q. Okay. Did you have to remove any of
8 it?
9 A. No, sir.
10 Q. All right.
11 And when you -- so you were doing work
12 inside the ash hopper, correct?
13 A. Yes, sir.
14 Q. All right. Was Mr. Jonas inside the
15 ash hopper?
16 A. I think he went in a couple times.
17 Q. Okay. And -- but neither you nor Mr.
18 Jonas had any involvement with either removing or
19 replacing any of this brick insulation that you've
20 described?
21 A. No, sir.
22 Q. Is that correct?
23 A. No, sir.
24 Q. Was my statement correct, that neither
25 you nor Mr. Jonas had anything to do with removing

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1 or replacing that insulation?
2 A. That's correct.
3 Q. Okay.
4 And I understood you to say, when you
5 were answering Mr. Humen's questions, that this was
6 the only time that you ever worked on an ash
7 hopper. Is that correct?
8 A. Yes, sir.
9 Q. And would it be the only recollection
10 that you have of Mr. Jonas ever doing any work on
11 an ash hopper?
12 A. Yes, sir.
13 Q. Okay.
14 I'm just going through my notes to see
15 what I've missed.
16 In connection with -- you told me that
17 the -- do you know what type of metal the
18 water-sealed trough was made out of?
19 A. There was -- some of it was stainless
20 steel and some of it was carbon steel.
21 Q. Okay.
22 And how about the water tubes in the
23 water wall? Do you know what type of metal they
24 were made from?
25 A. They were -- as far as I know, they was

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1 carbon steel.
2 Q. Got it. And there was no gasketing
3 involved with either the water tubes or the
4 water-sealed trough, was there?
5 A. No, sir.
6 Q. And this work was taking place
7 underneath the large boiler, correct?
8 A. Yes, sir.
9 Q. And this was a coal-fired boiler, as
10 you told us, correct?
11 A. Yes, sir.
12 Q. You -- when Mr. Humen was asking you
13 about this job, you described it as a dusty job.
14 Do you know what that dust consisted of?
15 A. No, sir.
16 Q. All right. Would there have been coal
17 dust in this area of the plant?
18 A. Yes, sir.
19 Q. But -- well, going back to my other
20 question, you don't know what the dust consisted of
21 that was in the air, correct?
22 A. No, sir.
23 Q. And on this job, was it the -- was your
24 work in connection with this ash hopper supervised
25 by Duke Power?

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1 A. Yes, sir.
2 Q. Did you, in connection with this ash
3 hopper work underneath this large boiler, did you
4 have any supervision or instruction from anyone
5 associated with the manufacture of the boiler?
6 A. There was a boiler tech -- I don't know
7 who he worked for -- that was over the job, you
8 know. He would contact our supervisor and then we
9 would work through my supervisor like that.
10 Q. Okay. And would he have had
11 involvement with the work that you and your crew
12 were doing on the ash hopper with the water-sealed
13 trough and the water tube?
14 A. Yes, sir.
15 Q. Okay.
16 Did anyone else, other than this boiler
17 tech or your Duke Power supervisor, provide you
18 with any supervision or instruction on the work
19 related to this ash hopper?
20 A. The maintenance guy that was, you know,
21 over all the maintenance, you know, he talked to us
22 some, but not much.
23 Q. Okay. All right.
24 A. But he worked for Duke Power.
25 Q. That was my next question. Was he a

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1 Duke maintenance supervisor for the fossil plants
2 or just for the Lee station?
3 A. Just for Lee Steam Station, I think.
4 Q. Okay.
5 Other than the boiler tech and your
6 direct supervisor of your crew and the maintenance
7 supervisor at the Lee Steam Station, did anybody
8 else provide you with any instruction or
9 supervision with respect to the work done on the
10 ash hopper?
11 A. No, sir.
12 Q. All right.
13 MR. PECK: Sir, I'm not going to hold
14 up the process. I will look back through my notes.
15 I think I've touched on what I wanted to follow up.
16 I thank you for your attention to my questions.
17 THE WITNESS: Thank you.
18 MR. HUMEN: Is there anybody else on
19 Zoom?
20 MR. REID: Yes. Philip Reid. And
21 Eric, I have sent you my information.
22 COURT REPORTER: Thank you, sir.
23 MR. HUMEN: Still holding up okay, Mr.
24 Bell?
25 THE WITNESS: Yeah.

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1 MR. HUMEN: I think we should be
2 getting close to through everybody.
3 EXAMINATION
4 BY MR. REID:
5 Q. Good afternoon, Mr. Bell.
6 A. Good day.
7 Q. I represent the Henry Pratt Company.
8 Did you ever hear that name?
9 A. No, sir, not to my...
10 Q. Any idea what the Henry Pratt Company
11 makes?
12 A. No, sir.
13 Q. You've talked about both nuclear sites
14 and fossil fuel sites here today. One of the
15 systems in any of those sites is a system that
16 brings water from the nearby lake or river, uses
17 that water to cool water in condensers, and then
18 returns it to the lake or river, correct?
19 A. Yes, sir.
20 Q. Do you know if Mr. Jonas ever worked on
21 that system in any of the fossil plants?
22 A. We had one job where we had to unbolt
23 some pipe and turn it. I don't know if it was the
24 cooling water or what, but I can remember that.
25 Q. Do you recall what plant?

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1 A. Lee Steam Station.
2 Q. Do you recall what year?
3 A. No, sir.
4 Q. And was it just pipe work or something
5 else?
6 A. It was just -- just, that work, we had
7 to take this pipe loose and rotate it for some
8 reason. I think it was something to do with flash.
9 I'm not sure. But I can remember that. We had to
10 roll the pipe. I had to turn it.
11 Q. All right.
12 A. And then bolt it back up.
13 Q. Very early in the day, you mentioned
14 different types of gaskets. You mentioned
15 Flexitallic gaskets, you mentioned rubber gaskets,
16 and I didn't quite catch the third one. Did you
17 say silver gaskets?
18 A. Yes, sir. That was just on one job.
19 That one gasket cost \$36,000.
20 Q. And what was it made of? Silver,
21 actual silver?
22 A. Made of silver.
23 Q. All right.
24 A. And they destroyed the first one.
25 Q. You mentioned earlier today seeing a

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1 company called Bahnson do some work, and you said
2 the work had to do with instrument panels and
3 control valves. I apologize if I missed --
4 A. I don't know if it was control valves,
5 but they made panels that controlled stuff, but I
6 don't know what it controlled.
7 Q. All right.
8 A. I'm not saying it was the control valve
9 that run the unit. I'm not saying that.
10 Q. All right. So just a control panel and
11 related instruments?
12 A. Yes, sir.
13 Q. And do you know where that -- what
14 plant you were observing that work?
15 A. That was at the -- Catawba.
16 Q. And was that in that '77 to '84 period
17 or some other time?
18 A. Yes, sir.
19 Q. And were they simply doing installation
20 work?
21 A. Yes, sir.
22 Q. All right.
23 One of the tasks that Mr. Jonas
24 performed that you've told us about is welding.
25 Just in very general terms, are you able to tell

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Page 314 1 us, just based on what you saw him do over the time 2 you spent with him, what percentage of his work was 3 doing welding? And I don't mean just the welding 4 itself, but whatever a welder does to prepare to do 5 the welding, time doing the welding, and then, you 6 know, breaking down his work after the job is done. 7 A. Well, like I said, at Catawba, their 8 main job was making a weld, cleaning the weld, and 9 getting the weld signed off. 10 Q. So are we talking about Mr. Jonas 11 spending perhaps 90 percent or more of his time 12 doing welding there? 13 A. I would say 90 percent of the whole 14 job, you know. 15 Q. All right. 16 And just so I'm understanding, how 17 about after, after he left Catawba, so from 1984 18 on, what percentage of his overall time was spent 19 doing welding tasks? 20 A. It would be the same, you know, because 21 if he -- sometimes he would get his own work, you 22 know, do his own grinding, and then I would fit the 23 pipe, and then he would weld it. 24 Q. Understood. Thank you. 25 Is it your understanding that Oconee	Page 316 1 Q. And sometimes used to connect pipes to 2 pumps or other equipment? 3 A. Yes, sir. 4 Q. And sometimes different sections of 5 pipes were connected with a flange that used a 6 gasket? 7 A. Yes, sir. 8 Q. All right. 9 Where did Duke get the gaskets that fit 10 between sections of pipe? 11 A. I don't know where they got their -- 12 where they got them. 13 Q. Do you know where they got any of their 14 flange gaskets? 15 A. No, sir. I don't know. 16 Q. Okay. 17 Do you know if Mr. Jonas had any sort 18 of ASME or pressure vessel certification? 19 A. I don't know if he did or not. 20 Q. All right. 21 A. But I guess -- you know, we worked on 22 them, so he must have had -- 23 Q. What you mean is, he worked on boilers? 24 A. No. We worked on some pressure 25 equipment at Oconee, so he would have had to have
Page 315 1 was designed and built by Duke? 2 A. Yes, sir. 3 Q. All right. 4 The plant had a whole range of types of 5 valves, correct? 6 A. Yes, sir. 7 Q. And dozens of different brands of 8 valves? 9 A. I guess. I know there was different 10 kinds and different names. 11 Q. And those different types and brands of 12 valves served a number of different purposes in 13 different areas of the plant under different 14 conditions, correct? 15 A. Yes, sir. 16 Q. And they were not all built exactly the 17 same way, correct? 18 A. No, sir. 19 Q. And they did not all have the same 20 components; is that fair? 21 A. That's correct. 22 Q. All right. 23 Gaskets were sometimes used to connect 24 pipes to valves, you mentioned? 25 A. Yes, sir.	Page 317 1 been qualified. 2 Q. What type of pressure equipment did Mr. 3 Jonas work on at Oconee? 4 A. It was to do with steam. 5 Q. One more time. 6 A. Like the moisture separator. 7 Q. All right. 8 At Oconee were safety valves or 9 pressure relief valves sent out for overhaul or 10 worked on by the mechanics at the site? 11 A. I think the Duke people worked on them, 12 tore them apart and redid them. 13 Q. All right. And did they do that in the 14 valve shop? 15 A. No, sir. 16 Q. All right. 17 A. They were too big. They were on the 18 side of the turbine. They're big. 19 Q. The turbine, you said? 20 A. Yes, sir. 21 Q. All right. 22 Do you recall any safety or relief 23 valves at Oconee, apart from might have been 24 related to the turbine? 25 A. We worked on some that come from the

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Page 318 1 main steam into the turbine, but that might have 2 been control valves that they worked on the side of 3 the generator. 4 Q. Okay. 5 A. I remember them big valves on the side 6 of the generator, they'd tear them apart and work 7 on them. 8 Q. Did you have any certification from 9 ASME? 10 A. I did not. 11 Q. All right. 12 What can you tell -- what is a safety 13 valve? 14 A. The safety valve keeps it from getting 15 too much pressure. 16 Q. All right. 17 A. Releases the steam. 18 Q. And it has to be calibrated very 19 precisely, correct? 20 A. I reckon. I guess. 21 Q. All right. 22 A. They used to -- they tripped a few 23 times when we was at Oconee. 24 Q. And they sound like a cannon when that 25 happens, correct?	Page 320 1 A. No, sir, but if those big valves was on 2 the side of the turbine, we could see them when 3 they tore them down and rebuilt them, you know, 4 when we passed through the area, but actually 5 working on them, we didn't. 6 Q. It's a little hard to hear people 7 sometimes over these remote depositions. I think I 8 know what you said. Let me just try to summarize. 9 Are you telling me that you would have 10 passed by it, but you can't say you saw work being 11 done on it while Mr. Jonas was present? 12 A. Yeah, we could see work being done on 13 them, you know, if we stopped and watched them, but 14 you know, we usually didn't, you know, we just... 15 Q. Well, I appreciate that, but did you 16 know what was going on? 17 A. No, sir. 18 Q. All right. 19 Do you know who made the valve, the 20 pressure or safety valve that you saw being worked 21 on? 22 A. No, sir. 23 Q. All right. Are you familiar with a 24 company named Crosby? 25 A. No, sir.
Page 319 1 A. Yeah. It tore up the building one time 2 when they went off. 3 Q. You never calibrated a safety or 4 pressure relief valve; is that correct? 5 A. No, sir, but we worked in that area. I 6 don't remember what we done, but we worked in that 7 area too. We got a -- we put in some more, another 8 system that related to that. 9 Q. Do you know who made any of these 10 safety or pressure relief valves at Oconee? 11 A. No, sir. 12 Q. And let me just make clear, based on 13 what you've just said, Mr. -- 14 A. When we worked on that, it was part of 15 the emergency shutdown. 16 Q. Well, what did you do? 17 A. We installed the system. 18 Q. How about the valves themselves? 19 A. Yes, sir. We installed those. 20 Q. Did you ever see Mr. Jonas do any 21 internal work on a safety or release valve? 22 A. No, sir. 23 Q. Did you ever see anybody else do work 24 on a safety or relief valve while Mr. Jonas was 25 present?	Page 321 1 Q. All right. 2 A. I think I've heard the name before. 3 Q. Do you know what they made? 4 A. No, sir. 5 Q. All right. 6 A. But like I say, if it's at Oconee or 7 Lee, then we worked around them and... 8 Q. In just the manner you just told me. 9 You saw somebody else doing something, you don't 10 know what, but they were in the same building? 11 A. Yes, sir. 12 Q. Do you know if Mr. Jonas was ever in 13 the vicinity of internal work being performed on a 14 safety valve at any of the fossil plants? 15 A. No, sir. 16 Q. I want to run through some names -- 17 A. Wait a minute. At one time we removed 18 and reinstalled some pressure relief valves at Lee 19 Steam Station, but I don't know if they were the 20 control valves or not, but they were pressure 21 relief valves. We took them out of service and 22 they sent them off and had them worked on, and then 23 we reinstalled them. 24 Q. Which would have been just taking the 25 valve and either welding or bolting it to the --

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Page 322 1 A. They were bolted in. 2 Q. Okay. Do you know who made that -- 3 those pressure relief valves at Lee? 4 A. No, sir. 5 Q. Do you know what year this happened? 6 A. No, sir. 7 Q. Do you know what decade this happened? 8 A. What decade? 9 Q. Yeah. Was it '80s or '90s? 10 A. Probably '90s. 11 Q. And were they new at that time or had 12 they been in the system for a while? 13 A. They had been in the system. 14 Q. So what size valve? 15 A. I can't remember the size, but we took 16 them -- they were different sizes. We took them 17 down, we put them on pallets, and they sent them 18 off to have them worked on, and then we reinstalled 19 them. 20 Q. How much would one of these have 21 weighed? 22 A. More than I can pick up. We didn't 23 manhandle them, you know, like, you know, I don't 24 know what -- 25 Q. Did you need a crane or a lift to lift	Page 324 1 A. Yes, sir. But I worked, you know, I 2 worked around him before that, because I knew him 3 ever since -- about ever since I come down to 4 Oconee. 5 Q. All right. Let me run some other names 6 by you. 7 A. Me and David Taylor lived in the same 8 town at one time. He lived in Walhalla, or West 9 Union. 10 Q. I'm going to run some other names by 11 you now. 12 Did you know a fellow named Julian 13 Domico? 14 A. No, sir. 15 Q. Joseph Rampe? 16 A. No, sir. 17 Q. Donald Hutto? 18 A. I didn't get that last name. 19 Q. Hutto, H-U-T-T-O. 20 A. Did they have a nickname or anything? 21 Q. I don't know. Sorry. 22 A. I don't know. 23 Q. Steve Simpson? 24 A. Steve Simpson, yeah. 25 Q. How did you know Mr. Simpson?
Page 323 1 them up? 2 A. Some of them, we'd need a chain follow. 3 Q. What color were they? 4 A. I think when they come back, they were 5 silver, painted silver. 6 Q. I'm going to run through some names 7 with you just to see if you ever worked with or 8 know of these people. 9 I'm going to start with one you already 10 mentioned, David Taylor. I've heard of two David 11 Taylors, and I'm wondering if the one you have in 12 mind was a white fellow or a black fellow. 13 A. He's a black guy. 14 Q. Okay. And where was it you worked with 15 Mr. Taylor? 16 A. I worked with him at Oconee and at 17 Catawba. 18 Q. How often? 19 A. One time I -- me and him was on the 20 same crew. 21 Q. For what period of time? Are we 22 talking about a day or a week or something longer? 23 A. It was about a month. That was after I 24 got laid off from Duke. 25 Q. So this would have been '96 or later?	Page 325 1 A. He worked at Oconee. 2 Q. Did you ever work on his crew? 3 A. Yes, sir. 4 Q. Do you know if Mr. Jonas worked on his 5 crew? 6 A. No, sir, I don't. 7 Q. James Freeman? 8 A. James Freeman, yes, sir, I knew him. 9 Q. Do you know if Mr. Jonas ever worked on 10 his crew? 11 A. I don't recall. 12 Q. Dale Jolly? 13 A. Say what? 14 Q. A Dale Jolly, J-O-L-L-Y? 15 A. Now, I knew some Jollys, but I don't 16 know if that -- their first name, you know, I 17 didn't know their first name. 18 Q. So you're not sure about that one? 19 A. No, sir. 20 Q. Donald Rogers? 21 A. No, sir. 22 Q. James Black? 23 A. No, sir. 24 Q. I also represent Fisher Controls, and 25 let me just start by asking you if you are aware

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1 of -- well, obviously in this deposition all we're
2 asking you for is your personal knowledge, so you
3 know, I'm just wondering if you ever saw Mr. Jonas
4 work on a Fisher valve at any of the fossil plants?
5 A. No, sir, I couldn't say, but if they're
6 there, you know, we worked around them, you know,
7 if they're in the plant.
8 Q. Well, I'll tell you what. Something
9 very important here, there's all sorts of equipment
10 present at these plants, made by a host of
11 different companies. We can find out through
12 records what is there.
13 A. Yes, sir.
14 Q. But what I'm really asking is not if
15 you were in the same place, but actual work being
16 performed. So I take it from your comments, you
17 can't swear under oath that you saw Mr. Jonas work
18 on a Fisher valve at one of the fossil plants. Is
19 that fair?
20 A. That's true.
21 Q. All right.
22 Do you recall seeing anybody else work
23 on a Fisher valve in the presence of Mr. Jonas at
24 one of the fossil plants?
25 A. No, sir.

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1 Q. Do you recall Fisher valves being
2 present at any of the fossil plants?
3 A. I don't.
4 Q. Well, let's turn to Oconee then. You
5 did mention Fisher when Mr. Humen asked you some
6 questions, so I take it you recall them from
7 Oconee?
8 A. Yes, sir, if they...
9 Q. What do you recall about Fisher valves
10 at Oconee?
11 A. I just knew that some of the valves was
12 made by Fisher. You know, I didn't really pay
13 attention to what brand it was or whatever. That
14 wasn't our job. Our job was, either take out or
15 install.
16 Q. All right.
17 Are you able to tell me what percentage
18 of the Fisher valves at Oconee were connected to
19 piping by flanges or were welded or were threaded?
20 A. No, sir.
21 Q. Can you tell me what percentage of
22 Fisher valves at Oconee used pure Teflon packing,
23 as opposed to some other form of packing?
24 A. No, sir.
25 Q. All right. Do you recall ever seeing

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1 Mr. Jonas work on a Fisher valve at Oconee?
2 A. No, sir.
3 Q. Do you recall ever seeing Mr. Jonas
4 work around somebody else working on a Fisher valve
5 at Oconee?
6 A. No, sir.
7 Q. If I asked you the same questions about
8 Catawba, would your answers be the same?
9 A. Yes, sir.
10 MR. REID: Mr. Bell, I imagine it can
11 get frustrating to hear lawyers ask you very
12 similar questions, so I appreciate your patience
13 with me and appreciate your time. Thank you.
14 That's all I have.
15 MR. HUMEN: All right. Is there
16 anybody else on Zoom?
17 MS. BRATHWAITE: Yes, I've got
18 questions, and I've just had a delay trying to get
19 in.
20 COURT REPORTER: Is that --
21 MS. BRATHWAITE: This is Ashley
22 Brathwaite. I've sent you my appearance.
23 MR. HUMEN: Are you still doing all
24 right, Mr. Bell?
25 THE WITNESS: Yeah.

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1 MR. HUMEN: All right.
2 MS. BRATHWAITE: Are you sure you're
3 okay?
4 THE WITNESS: Yes.
5 MS. BRATHWAITE: Thanks for your
6 patience.
7 EXAMINATION
8 BY MS. BRATHWAITE:
9 Q. Mr. Bell, I read your deposition from
10 back in 2004, and then, you said there were about
11 6,000 employees there at Catawba when you started
12 in 1977.
13 A. Yes, ma'am.
14 Q. Does that sound right?
15 A. Yes, ma'am.
16 Q. Was Covil already there at Catawba when
17 you started in '77 or did they come later?
18 A. As far as my knowledge, they were
19 already there.
20 Q. Do you have a specific recollection of
21 when you first saw Covil at Catawba?
22 A. I could -- when they unloaded their
23 trucks in the turbine bay, you know, see the name
24 on the side of the trucks. They were the only ones
25 allowed to bring, you know, other than a Duke Power

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Page 330 1 truck, that was allowed inside the plant. 2 Q. Do you have a recollection of seeing a 3 Covil truck in the Catawba plant in 1977? 4 A. No, ma'am. I can't recall the date. I 5 just remember, you know, when you would pass by 6 them. 7 Q. Do you remember seeing any Covil trucks 8 in Catawba in 1978? 9 A. No, ma'am. 10 Q. What about 1979? 11 A. I can't remember. It had to be from 12 '77 to '84, when I got transferred. It's in that 13 time length. That's what I can tell you. I can 14 remember when they -- they ran them off. 15 Q. Well, tell me about that. Do you 16 remember -- 17 A. Or that's what I was told. 18 Q. Mr. Bell, earlier you mentioned about 19 Covil leaving the Catawba site before you left 20 Catawba; is that right? 21 A. It might have been after. It might 22 have been after I left, when they got run off, but 23 the -- I remember the reason they got ran off. 24 Q. And earlier today you said that Covil 25 left the site, the Catawba site in the 1970s. Do	Page 332 1 MR. HUMEN: Object to form. 2 A. I guess so. 3 Q. Did anyone ever tell you that Covil was 4 using anything at Duke's Catawba site that Duke 5 hadn't already asked them to provide? 6 A. No, ma'am. I didn't know if they 7 bought their material or Duke bought the material. 8 All I know is, when I first went to work for Duke, 9 they were the insulators. 10 Q. Did you ever test any of the products 11 that Covil was using? 12 A. No, I didn't. 13 Q. Did you ever test any of the products 14 that Covil would have delivered -- 15 A. No, ma'am. 16 Q. -- in those trucks? 17 A. That wasn't my job. 18 Q. Was that ever your job when you were at 19 Duke -- 20 A. No, ma'am. 21 Q. -- to test products that were brought 22 in? 23 A. No, ma'am. 24 Q. And when you were at Duke, was it ever 25 your job to place the orders for what was going to
Page 331 1 you recall that? 2 A. No, ma'am. 3 Q. You mentioned that someone told you 4 Covil was bringing insulation from the Oconee site 5 to Catawba; is that right? 6 A. Yes, ma'am. 7 Q. Did you ever see anything that Covil 8 brought to Catawba that had any labels, like 9 Oconee, on it? 10 A. No, ma'am. 11 Q. Who told you that Covil was bringing 12 any materials from Oconee to Catawba? 13 A. I can't recall. 14 Q. Do you remember how that came up? 15 A. No, ma'am. 16 Q. Is that something someone told you when 17 you were still working at Catawba or later? 18 A. As far as I can recall, I was working 19 at Duke. I was still working for Duke. 20 Q. You just don't remember if you were 21 still at Catawba when you heard that? 22 A. No, ma'am, I can't remember. 23 Q. All right. As far as you knew, though, 24 was Covil bringing to Catawba what Duke had asked 25 them to bring there?	Page 333 1 be used for your trade? 2 A. No, ma'am. 3 Q. Were you ever told about the results of 4 any testing of any of the products that Covil 5 brought in? 6 A. No, ma'am. 7 Q. Do you know what companies manufactured 8 any of the products that Covil even -- either 9 brought there or used? 10 A. No, ma'am. 11 Q. Was it ever Mr. Jonas' job to unpack or 12 use the products that Covil brought in? 13 A. No, ma'am. 14 Q. Did you ever personally see Covil 15 workers doing anything other than driving those 16 trucks into the turbine building that you 17 described? 18 A. I seen them unload the trucks. 19 Q. Okay. 20 A. Or start unloading. 21 Q. Anything else that you remember Covil 22 workers doing at Catawba, other than bringing those 23 trucks in and unloading them? 24 A. No, ma'am. 25 Q. Back in 2004 you told us that you

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Page 334		Page 336	
1	couldn't tell us how many Covil workers you saw at	1	I N D E X
2	Catawba. Is that still the case?	2	
3	A. Yes, ma'am. I almost forgot about	3	Page Line
4	working at Catawba.	4	
5	Q. As you sit here today, do you have a	5	CHARLES BELL 9 14
6	specific recollection, Mr. Bell, of a time when Mr.	6	EXAMINATION BY MR. HUMEN 10 8
7	Jonas was within five feet of any Covil worker?	7	EXAMINATION BY MR. GLENN 114 16
8	A. Only loading and unloading the truck,	8	EXAMINATION BY MR. ELDER 243 3
9	you know, we would pass by the truck on the way to	9	EXAMINATION BY MR. BORDEN 261 1
10	our work areas. Like I said, at Catawba he would	10	EXAMINATION BY MS. JONES 271 9
11	be in a different crew than me.	11	EXAMINATION BY MR. KOZICK 274 1
12	MS. BRATHWAITE: That's all the	12	EXAMINATION BY MR. FRICK 275 21
13	questions I have right now. Thank you.	13	EXAMINATION BY MR. BLUNT 280 3
14	MR. HUMEN: Is there anybody else with	14	EXAMINATION BY MS. FLYNN 285 11
15	questions?	15	EXAMINATION BY MR. ROGERS 290 5
16	Going once, going twice...	16	EXAMINATION BY MR. PECK 297 14
17	And I actually don't have any follow-up	17	EXAMINATION BY MR. REID 311 3
18	questions on this, so I think we are done.	18	EXAMINATION BY MS. BRATHWAITE 329 7
19	VIDEOGRAPHER: All right. This	19	CERTIFICATE OF REPORTER 335 1
20	concludes today's deposition of Mr. Charles Bell.	20	
21	We are off the record at 3:24 p.m.	21	
22	(The deposition was concluded at 3:24	22	
23	p.m.)	23	
24		24	
25		25	
Page 335		Page 337	
1	CERTIFICATE OF REPORTER	1	E X H I B I T S
2		2	Page Line
3	I, Eric S. Glazier, Court Reporter and	3	EXHIBIT 1, 9/22/71 DUKE POWER 192 24
4	Notary Public for the State of South Carolina at	4	LETTER
5	Large, do hereby certify that the foregoing	5	EXHIBIT 2, 5/4/77 LETTER FROM 196 7
6	transcript is a true, accurate, and complete	6	PAM McANULTY
7	record.	7	EXHIBIT 3, 6/14/77 DUKE POWER 200 13
8	I further certify that I am neither related	8	LETTER
9	to nor counsel for any party to the cause pending	9	EXHIBIT 4, 6/1/77 SAFETY 202 20
10	or interested in the events thereof.	10	PROCEDURES FOR ASBESTOS
11	Witness my hand, I have hereunto affixed my	11	EXHIBIT 5, 6/1/1977 DUKE POWER 205 7
12	official seal this 20th day of November, 2020, at	12	SAFE WORKING PRACTICES WHEN
13	Easley, Pickens County, South Carolina.	13	WORKING WITH ASBESTOS
14		14	EXHIBIT 6, ASBESTOS 212 16
15		15	INSTALLATION AND REMOVAL
16		16	PROCEDURE
17		17	EXHIBIT 7, STEAM PRODUCTION 223 5
18		18	DEPARTMENT PROGRAM FOR
19		19	CONTROLLING ASBESTOS PRODUCTS
20		20	EXHIBIT 8, 9/28/78 MARSHALL 229 1
21		21	STEAM STATION SAFETY
22		22	GUIDELINES FOREWORD
23		23	EXHIBIT 9, MARSHALL STEAM 230 20
24		24	STATION SAFETY PROCEDURE
25		25	ASBESTOS INSULATION

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2	1980 SAFETY MANUAL EXCERPT			
3	EXHIBIT 11, 5/28/1982 LETTER	236	1	
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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FOR THE FIRST JUDICIAL CIRCUIT

RICHARD L. KNIGHT, II, as
Personal Representative of the Estate of
TEDDY L. KNIGHT, SR., and
LINDA KNIGHT, individually,

Plaintiffs,

v.

EASTMAN CHEMICAL COMPANY;
EASTMAN KODAK COMPANY;
4520 CORP., INC.;
APAC-ATLANTIC, INC.;
ARMSTRONG INTERNATIONAL, INC.;
ASHLAND LLC;
BP CORPORATION NORTH AMERICA
INC.;
BW/IP INC.;
CBS CORPORATION;
CECO ENVIRONMENTAL CORP.;
CLEAVER-BROOKS, INC.;
COVIL CORPORATION;
CRANE CO.;
CURTISS-WRIGHT FLOW CONTROL
CORPORATION;
DANIEL INTERNATIONAL
CORPORATION;
DEZURIK, INC.;
EECI, INC.;
E.I. DU PONT DE NEMOURS AND
COMPANY;
FISHER CONTROLS INTERNATIONAL
LLC;
FLOWERVE CORPORATION;
FLOWERVE US INC.;
FLUOR CONSTRUCTORS
INTERNATIONAL;
FLUOR CONSTRUCTORS
INTERNATIONAL, INC.;
FLUOR DANIEL SERVICES
CORPORATION;
FLUOR ENTERPRISES, INC.;

C/A No. _____

SUMMONS

PLAINTIFF'S
EXHIBIT

23A

FMC CORPORATION;)
GOULDS PUMPS, INCORPORATED;)
GREENWOOD MILLS, INC.;)
GRINNELL, LLC;)
HARRISON CONSTRUCTION)
COMPANY;)
HONEYWELL INTERNATIONAL INC.;)
INGERSOLL-RAND COMPANY;)
JACOBS APPLIED TECHNOLOGY, INC.;)
MERCK & CO. INC.;)
METROPOLITAN LIFE INSURANCE)
COMPANY;)
NEWMARKET CORPORATION;)
PHARMACIA CORPORATION;)
ROBERT BOSCH LLC;)
RUST ENGINEERING &)
CONSTRUCTION, INC.;)
RUST INTERNATIONAL INC.;)
SI GROUP, INC.;)
SOUTHERN INSULATION, INC.;)
SPIRAX SARCO, INC.;)
STARR DAVIS COMPANY, INC.;)
STARR DAVIS COMPANY OF S.C., INC.;)
STERLING FLUID SYSTEMS (USA) LLC;)
TRANE U.S. INC.;)
UNION CARBIDE CORPORATION;)
VERSO CORPORATION;)
WESTROCK MWV, LLC;)
YEARGIN POTTER SMITH)
CONSTRUCTION, INC.;)
Defendants.)
_____)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service

hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

s/Theile B. McVey

Theile B. McVey (SC Bar 16682)

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August 1, 2019

Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT

RICHARD L. KNIGHT, II, as
Personal Representative of the Estate of
TEDDY L. KNIGHT, SR., and
LINDA KNIGHT, individually,

Plaintiffs,

v.

EASTMAN CHEMICAL COMPANY,
individually and as successor-in-interest to
EASTMAN KODAK COMPANY

EASTMAN KODAK COMPANY

4520 CORP., INC.
as successor-in-interest to **BENJAMIN F.**
SHAW COMPANY

APAC-ATLANTIC, INC.
d/b/a **HARRISON CONSTRUCTION**
COMPANY

ARMSTRONG INTERNATIONAL, INC.

ASHLAND LLC
f/k/a **ASHLAND INC.**, as successor-in-
interest to **HARRISON CONSTRUCTION**
COMPANY

BP CORPORATION NORTH
AMERICA INC.
f/k/a **BP AMOCO CORPORATION**

BW/IP INC.,
individually and as successor-in-interest to
BYRON JACKSON PUMPS

CBS CORPORATION,
a Delaware corporation f/k/a **VIACOM**,
INC., successor-by-merger to **CBS**
CORPORATION, a Pennsylvania

C/A No. _____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Mesothelioma
Wrongful Death and Survival Action

COMPLAINT

(Jury Trial Demanded)

corporation, f/k/a WESTINGHOUSE)
ELECTRIC CORPORATION)
)
CECO ENVIRONMENTAL CORP.,)
as successor-in-interest to Dean Brothers)
Pump Company)
)
CLEAVER-BROOKS, INC.,)
f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-)
BROOKS DIVISION)
)
COVIL CORPORATION)
)
CRANE CO.)
)
CURTISS-WRIGHT FLOW CONTROL)
CORPORATION)
)
DANIEL INTERNATIONAL)
CORPORATION)
)
DEZURIK, INC.)
)
EECI, INC.)
f/k/a Enserch E&C, Inc., as successor-in-)
interest to Ebasco Services, Inc.)
)
E.I. DU PONT DE NEMOURS AND)
COMPANY)
)
FISHER CONTROLS)
INTERNATIONAL LLC)
)
FLOWSERVE CORPORATION)
)
FLOWSERVE US INC.)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL,)
f/k/a/ FLUOR CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)

FLUOR ENTERPRISES, INC.

FMC CORPORATION

on behalf of its former Peerless Pump
business

GOULDS PUMPS, INCORPORATED

GREENWOOD MILLS, INC.

GRINNELL, LLC

d/b/a GRINNELL CORPORATION

**HARRISON CONSTRUCTION
COMPANY**

HONEYWELL INTERNATIONAL INC.,
as successor-in-interest to ALLIED
CHEMICAL CORPORATION

INGERSOLL-RAND COMPANY

**JACOBS APPLIED TECHNOLOGY,
INC.**

MERCK & CO. INC.

**METROPOLITAN LIFE INSURANCE
COMPANY**, a wholly-owned subsidiary of
METLIFE Inc.;

NEWMARKET CORPORATION
individually and as successor-in-interest to
Ethyl Corporation

PHARMACIA CORPORATION
f/k/a MONSANTO COMPANY

ROBERT BOSCH LLC

**RUST ENGINEERING &
CONSTRUCTION, INC.**

RUST INTERNATIONAL INC.

SI GROUP, INC.)
)
SOUTHERN INSULATION, INC.)
)
SPIRAX SARCO, INC.)
)
STARR DAVIS COMPANY, INC.)
)
STARR DAVIS COMPANY OF S.C.,)
INC.)
)
STERLING FLUID SYSTEMS (USA))
LLC)
)
TRANE U.S. INC.)
f/k/a AMERICAN STANDARD INC.)
)
UNION CARBIDE CORPORATION)
)
VERSO CORPORATION)
as successor-in-interest to NEWPAGE)
CORPORATION)
)
WESTROCK MWV, LLC)
as successor-in-interest to WESTVACO)
)
YEARGIN POTTER SMITH)
CONSTRUCTION, INC.)
f/k/a YEARGIN CONSTRUCTION INC.)
)
Defendants.)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs RICHARD L. KNIGHT, II, as Personal Representative of the Estate of
TEDDY L. KNIGHT, SR., and LINDA KNIGHT, individually, sue the named Defendants for

compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

1. This action is brought pursuant to the Wrongful Death Act, S.C. Gen. Stat. 15-51-10 *et seq.*, for the wrongful death of the Decedent, TEDDY L. KNIGHT, SR., on behalf of all persons entitled to recover damages.

2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:

- (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
- (b) Contracting to supply services or things in the State;
- (c) Commission of a tortious act in whole or in part in this State;
- (d) Having an interest in, using, or possessing real property in this State; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

3. The Defendants that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale, and distribution of asbestos-containing products and raw material. The Defendants that owned and/or controlled the work sites where Decedent experienced occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action, the Premises Defendants:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Decedent, as a pipefitter, on to Defendant's premises to perform pipefitting work. Decedent was an invitee who had express permission to enter Defendant's premise for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendant's premise was a substantial factor contributing to cause Mr. Knight's mesothelioma.

4. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.

5. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and the purchase and use of asbestos-containing products on their premises located in South Carolina.

6. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Decedent Teddy L. Knight, Sr. to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

7. Decedent Teddy L. Knight, Sr.'s cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a

substantial factor in causing Decedent's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

8. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

9. Decedent worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

10. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
EASTMAN CHEMICAL COMPANY	successor-in-interest to EASTMAN KODAK COMPANY
4520 CORP., INC.	successor-in-interest to BENJAMIN F. SHAW COMPANY
APAC-ATLANTIC, INC.	d/b/a HARRISON CONSTRUCTION COMPANY

DEFENDANT	ALTERNATE ENTITY
ASHLAND LLC	f/k/a ASHLAND INC., as successor-in-interest to HARRISON CONSTRUCTION COMPANY
BP CORPORATION NORTH AMERICA INC.	f/k/a BP AMOCO CORPORATION
BW/IP INC.	successor-in-interest to BYRON JACKSON PUMPS
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.
CECO ENVIRONMENTAL CORP.	successor-in-interest to Dean Brothers Pump Company
CLEAVER-BROOKS, INC.	f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION
EECI, INC.	f/k/a Enserch E&C, Inc., as successor-in-interest to Ebasco Services, Inc.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
FMC CORPORATION	on behalf of its former Peerless Pump business
GRINNELL, LLC	d/b/a GRINNELL CORPORATION
HONEYWELL INTERNATIONAL INC.	as successor-in-interest to ALLIED CHEMICAL CORPORATION
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
NEWMARKET CORPORATION	successor-in-interest to Ethyl Corporation
PHARMACIA CORPORATION	f/k/a MONSANTO COMPANY
TRANE U.S. INC.	f/k/a AMERICAN STANDARD INC.
VERSO CORPORATION	successor-in-interest to NEWPAGE CORPORATION
WESTROCK MWV, LLC	successor-in-interest to WESTVACO

DEFENDANT	ALTERNATE ENTITY
YEARGIN POTTER SMITH CONSTRUCTION, INC.	f/k/a YEARGIN CONSTRUCTION INC.

11. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.

12. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

13. As a direct and proximate result of the conduct as alleged within, Decedent Teddy L. Knight, Sr. suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

14. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Teddy L. Knight, Sr. incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent's medical treatment is ascertained.

15. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent Teddy L. Knight, Sr. incurred, and will incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

16. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Navy service or on any federal enclave. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Decedent's United States Navy service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Decedent's presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiffs disclaim each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the province of the Plaintiffs to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

THE PARTIES

17. The Plaintiffs RICHARD L. KNIGHT, II, Personal Representative of the Estate of TEDDY L. KNIGHT, SR. and LINDA KNIGHT, individually are currently residents of the State of South Carolina. Decedent, TEDDY L. KNIGHT, SR. was exposed to asbestos during the course

of his career at various job sites, including but not limited to, locations in South Carolina and Georgia.

18. Defendant, **EASTMAN CHEMICAL COMPANY**, individually and as successor-in-interest to EASTMAN KODAK COMPANY, was and is a Delaware company with its principal place of business in Tennessee. At all times material hereto, EASTMAN CHEMICAL COMPANY owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Eastman-owned manufacturing facility f/k/a the Carolina Eastman Plant in Columbia, South Carolina. EASTMAN CHEMICAL COMPANY is sued as a Premise Defendant. Plaintiffs' claims against EASTMAN CHEMICAL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

19. Defendant, **EASTMAN KODAK COMPANY**, was and is a New Jersey company with its principal place of business in New York. At all times material hereto, EASTMAN KODAK COMPANY owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Eastman-owned manufacturing facility f/k/a the Carolina Eastman Plant in Columbia, South Carolina. EASTMAN KODAK COMPANY is sued as a Premise Defendant. Plaintiffs' claims against EASTMAN KODAK COMPANY arise out of this Defendant's business activities in the State of South Carolina.

20. Defendant, **4520 CORP., INC.**, as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. 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, the installation and removal of asbestos-containing thermal insulation. 4520 CORP., INC. is sued as a Product Defendant. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

21. Defendant, **APAC-ATLANTIC, INC.**, d/b/a Harrison Construction Company, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, APAC-ATLANTIC, INC. 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, the installation and removal of asbestos-containing thermal insulation. APAC-ATLANTIC, INC. is sued as a Product Defendant. Plaintiffs' claims against APAC-ATLANTIC, INC. arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **ASHLAND LLC**, f/k/a Ashland Inc., as successor-in-interest to Harrison Construction Company, was and is a Kentucky limited liability company with its principal place of business in Kentucky. At all times material hereto, ASHLAND LLC 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, the installation and removal of asbestos-containing thermal insulation. ASHLAND LLC is sued as a Product Defendant. Plaintiffs' claims against ASHLAND LLC arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **ARMSTRONG INTERNATIONAL, INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. 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, asbestos-containing Armstrong steam traps and strainers. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **BP CORPORATION NORTH AMERICA INC.**, f/k/a BP AMOCO CORPORATION, was and is an Indiana corporation with its principal place of business in Texas. At all times material hereto, BP CORPORATION NORTH AMERICA INC. owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the AMOCO-owned facility f/k/a the AMOCO Chemical plant in Mount Pleasant, South Carolina. BP CORPORATION NORTH AMERICA INC. is sued as a Premise Defendant. Plaintiffs' claims against BP CORPORATION NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **BW/IP INC.**, individually and as successor-in-interest to BYRON JACKSON PUMPS, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. 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, asbestos-containing Byron Jackson pumps. BW/IP INC. is sued as a Product Defendant. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **CBS CORPORATION** was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, CBS CORPORATION 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, asbestos-containing Westinghouse blowers and turbines. CBS CORPORATION is sued as a Product Defendant. Plaintiffs' claims against CBS CORPORATION, arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **CECO ENVIRONMENTAL CORP.**, as successor-in-interest to Dean Brothers Pump Company, was and is a Delaware corporation with its principal place of business in Ohio. At all times material hereto, CECO ENVIRONMENTAL CORP. 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, asbestos-containing Dean Brothers pumps. CECO ENVIRONMENTAL CORP. is sued as a Product Defendant. Plaintiffs' claims against CECO ENVIRONMENTAL CORP. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **CLEAVER-BROOKS, INC.**, f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. 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, asbestos-containing Cleaver-

Brooks boilers. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION 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, the installation and removal of asbestos-containing thermal insulation. COVIL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **CRANE CO.**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, CRANE CO. 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, asbestos-containing Crane feed tanks, pumps and valves. CRANE CO. is sued as a Product Defendant. Plaintiffs' claims against CRANE CO. arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **CURTISS-WRIGHT FLOW CONTROL CORPORATION**, was and is a New York corporation with its principal place of business in North Carolina. At all times material hereto, CURTISS-WRIGHT FLOW CONTROL CORPORATION 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, asbestos-containing Sprague pumps. CURTISS-WRIGHT FLOW CONTROL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against CURTISS-WRIGHT FLOW CONTROL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION 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, the installation and removal of asbestos-containing thermal insulation. DANIEL INTERNATIONAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **EECI, INC.**, f/k/a Enserch E&C, Inc., as successor-in-interest to Ebasco Services, Inc., was and is a Nevada corporation with its principal place of business in California. At all times material hereto, EEIC, INC. 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, the installation and removal of asbestos-containing thermal insulation. EEIC, INC. is sued as a Product Defendant. Plaintiffs' claims against EEIC, INC. arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **E.I. DU PONT DE NEMOURS AND COMPANY**, was and is a Delaware corporation with its principal place of business in Delaware. At all times material hereto,

E.I. DU PONT DE NEMOURS AND COMPANY owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Du Pont May Plant facility in Camden, South Carolina. E.I. DU PONT DE NEMOURS AND COMPANY is sued as a Premise Defendant. Plaintiffs' claims against E.I. DU PONT DE NEMOURS AND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **FISHER CONTROLS INTERNATIONAL LLC**, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC 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, asbestos-containing Fisher valves. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **FLOWERVE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWERVE CORPORATION 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, asbestos-containing Durion pumps and valves, and Durco pumps and valves. FLOWERVE CORPORATION is sued

as a Product Defendant. Plaintiffs' claims against FLOWERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **FLOWERVE US INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWERVE US INC. 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, asbestos-containing Edward valves and Valter valves. FLOWERVE US INC. is sued as a Product Defendant. Plaintiffs' claims against FLOWERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL 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, the installation and removal of asbestos-containing thermal insulation. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. 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, the installation and removal of asbestos-containing thermal insulation. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION 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, the installation and removal of asbestos-containing thermal insulation. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **FLUOR ENTERPRISES, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. 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, the installation and removal of asbestos-containing thermal insulation. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **FMC CORPORATION**, on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION 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, asbestos-containing Peerless pumps. FMC CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **GOULDS PUMPS, INCORPORATED**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, GOULDS PUMPS, INCORPORATED 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, asbestos-containing Goulds pumps. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, **GREENWOOD MILLS, INC.**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, GREENWOOD MILLS, INC. owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Greenwood Mills facility in Orangeburg, South Carolina. GREENWOOD MILLS, INC. is sued as a Premise

Defendant. Plaintiffs' claims against GREENWOOD MILLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **GRINNELL LLC**, d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC 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, asbestos-containing Grinnell boilers, heaters and valves. GRINNELL, LLC is sued as a Product Defendant. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **HARRISON CONSTRUCTION COMPANY**, upon information and belief was and is a Delaware corporation with its principal place of business in Tennessee. At all times material hereto, HARRISON CONSTRUCTION COMPANY 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, the installation and removal of asbestos-containing thermal insulation. HARRISON CONSTRUCTION COMPANY is sued as a Product Defendant. Plaintiffs' claims against HARRISON CONSTRUCTION COMPANY arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **HONEYWELL INTERNATIONAL INC.**, as successor-in-interest to ALLIED CHEMICAL CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, HONEYWELL INTERNATIONAL INC. owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to

asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Allied-owned manufacturing facility a/k/a the Allied Signal plant in Columbia, South Carolina. HONEYWELL INTERNATIONAL INC. is sued as a Premise Defendant. Plaintiffs' claims against HONEYWELL INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **INGERSOLL-RAND COMPANY**, was and is a New Jersey corporation with its principal place of business in North Carolina. At all times material hereto, **INGERSOLL-RAND COMPANY** 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, asbestos-containing Ingersoll-Rand compressors and pumps. **INGERSOLL-RAND COMPANY** is sued as a Product Defendant. Plaintiffs' claims against **INGERSOLL-RAND COMPANY** arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **JACOBS APPLIED TECHNOLOGY, INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, **JACOBS APPLIED TECHNOLOGY, INC.** 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, asbestos-containing boiler products. **JACOBS APPLIED TECHNOLOGY, INC.** is sued as a Product Defendant. Plaintiffs' claims against **JACOBS APPLIED TECHNOLOGY, INC.** arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, **MERCK & CO. INC.**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, **MERCK & CO. INC.** owned

and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Merck-owned manufacturing facility f/k/a the Merck Flint River Plant in Albany, Georgia. MERCK & CO. INC. is sued as a Premise Defendant. Plaintiffs' claims against MERCK & CO. INC. arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., was and is a company incorporated under the laws of the State of New York with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.

52. Defendant, **NEWMARKET CORPORATION**, individually and as successor-in-interest to Ethyl Corporation, was and is a Virginia corporation with its principal place of business in Virginia. At all times material hereto, NEWMARKET CORPORATION owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Ethyl Corporation facility in Orangeburg, South Carolina. NEWMARKET CORPORATION is sued as a Premise Defendant. Plaintiffs' claims against NEWMARKET CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

53. Defendant, **PHARMACIA CORPORATION**, f/k/a MONSANTO COMPANY, was and is a Delaware company with its principal place of business in Tennessee. At all times material hereto, PHARMACIA CORPORATION owned and/or controlled premises at which

Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Greenwood Mills facility in Columbia, South Carolina. PHARMACIA CORPORATION is sued as a Premise Defendant. Plaintiffs' claims against PHARMACIA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **ROBERT BOSCH LLC**, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, ROBERT BOSCH LLC owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Robert Bosch-owned manufacturing facility f/k/a the Robert Bosch Corporation in Charleston, South Carolina. ROBERT BOSCH LLC is sued as a Premise Defendant. Plaintiffs' claims against ROBERT BOSCH LLC arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **RUST ENGINEERING & CONTRUCTION, INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONTRUCTION, INC. 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, the installation and removal of asbestos-containing thermal insulation. RUST ENGINEERING & CONTRUCTION, INC. is sued as a Product Defendant. Plaintiffs' claims against RUST ENGINEERING & CONTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **RUST INTERNATIONAL INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. 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, the installation and removal of asbestos-containing thermal insulation. RUST INTERNATIONAL INC. is sued as a Product Defendant. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **SI GROUP, INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, SI GROUP, INC. owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the Albemarle-owned manufacturing facility f/k/a the Albemarle Chemical Plant in Orangeburg, South Carolina. SI GROUP, INC. is sued as a Premise Defendant. Plaintiffs' claims against SI GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **SOUTHERN INSULATION, INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION, INC. 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, the installation and removal of asbestos-containing thermal insulation. SOUTHERN INSULATION, INC. is sued

as a Product Defendant. Plaintiffs' claims against SOUTHERN INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **SPIRAX SARCO, INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. 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, asbestos-containing Sarco steam traps and valves. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. 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, the installation and removal of asbestos-containing thermal insulation. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. 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, the installation and removal of asbestos-containing thermal insulation. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **STERLING FLUID SYSTEMS (USA) LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, **STERLING FLUID SYSTEMS (USA) LLC**, 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, asbestos-containing Peerless pumps. **STERLING FLUID SYSTEMS (USA) LLC**, is sued as a Product Defendant. Plaintiffs' claims against **STERLING FLUID SYSTEMS (USA) LLC**, arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **TRANE U.S. INC.**, f/k/a **AMERICAN STANDARD INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, **TRANE U.S. INC.** 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, asbestos-containing American Standard boilers, as well as Trane furnaces and steam boilers. **TRANE U.S. INC.** is sued as a Product Defendant. Plaintiffs' claims against **TRANE U.S. INC.** arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **UNION CARBIDE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, **UNION CARBIDE CORPORATION** 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, asbestos-containing fibers. UNION CARBIDE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **VERSO CORPORATION**, as successor-in-interest to NEWPAGE CORPORATION, was and is a Delaware corporation with its principal place of business in Ohio. At all times material hereto, VERSO CORPORATION owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the paper plant facility in Charleston, South Carolina. VERSO CORPORATION is sued as a Premise Defendant. Plaintiffs' claims against VERSO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **WESTROCK MWV, LLC**, as successor-in-interest to WESTVACO, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, WESTROCK MWV, LLC owned and/or controlled premises at which Decedent Teddy L. Knight, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products and equipment at various facilities, including but not limited to, the paper plant facility in Charleston, South Carolina. WESTROCK MWV, LLC is sued as a Premise Defendant. Plaintiffs' claims against WESTROCK MWV, LLC arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **YEARGIN POTTER SMITH CONSTRUCTION, INC.**, f/k/a YEARGIN CONSTRUCTION INC., was and is a South Carolina corporation with its principal

place of business in South Carolina. At all times material hereto, YEARGIN POTTER SMITH CONSTRUCTION, INC. 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, the installation and removal of asbestos-containing thermal insulation. YEARGIN POTTER SMITH CONSTRUCTION, INC. is sued as a Product Defendant. Plaintiffs' claims against YEARGIN POTTER SMITH CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Decedent TEDDY L. KNIGHT, SR. experienced further occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity at his work site, the premises of Defendants EASTMAN CHEMICAL COMPANY; EASTMAN KODAK COMPANY; BP CORPORATION NORTH AMERICA INC.; E.I. DU PONT DE NEMOURS AND COMPANY; GREENWOOD MILLS, INC.; HONEYWELL INTERNATIONAL INC.; MERCK & CO. INC.; NEWMARKET CORPORATION; PHARMACIA CORPORATION; ROBERT BOSCH LLC; SI GROUP, INC.; VERSO CORPORATION; and WESTROCK MWV, LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants, (except for METROPOLITAN LIFE INSURANCE COMPANY) manufactured, sold and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale and/or distribution of asbestos-containing products and raw materials.

BACKGROUND FACTS

69. Plaintiffs Richard L. Knight, II and Linda Knight bring this action for monetary damages as a result of Decedent Teddy L. Knight, Sr. contracting an asbestos-related disease.

70. Decedent Teddy L. Knight, Sr. was diagnosed with malignant Mesothelioma on or about August 19, 2016.

71. Decedent's mesothelioma was caused by his exposure to asbestos during the course of his employment.

72. During his work history, Decedent was exposed to Defendants' asbestos-containing products through his work in construction as a pipefitter and welder from approximately 1966 to 1991 at various job sites, including but not limited to, locations in South Carolina and Georgia. Decedent worked as a pipefitter and welder performing a variety of tasks on the utilities and machinery, including removal and installing of pipes, valves, boilers and other industrial equipment. Decedent also removed and installed insulation for piping, boilers, pumps, valves and steam traps.

73. During his work history, Decedent worked in all phases of construction of heavy industrial, chemical process, power, pharmaceutical, and pulp/paper. Decedent was further exposed through his work around other trades, including carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Decedent worked closely to a variety of trades and often worked near tradesmen working on boilers, valves, pipes, steam traps, pumps and other equipment. All of these activities exposed Decedent to asbestos.

74. Decedent was exposed to Defendants' asbestos-containing products while employed as a pipefitter and/or welder by various employers from approximately 1966 to 1973.

During these periods, Decedent worked at various industrial locations, including but not limited to the following:

- Daniels Construction Company – Carolina Eastman in Columbia, SC
- Ethyl Corporation in Orangeburg, SC
- Greenwood Mills in Orangeburg, SC
- Grinnell Corporation – Carolina Eastman in Columbia, SC
- Reamer Industries in Columbia, SC
- Southern Electric & Pipefitting Co in Georgetown, SC
- H. G. Parker Plumbing Co in Macon, GA
- M.W. Kellogg Co. in Baxley, GA
- Livsey & Company, Inc. in Charlotte, NC
- H & F Construction Company
- Scottsdale Contractors, Inc.

75. Decedent was exposed to Defendants' asbestos-containing products while self-employed as a pipefitter and a welder by The Masters Company in Orangeburg, South Carolina from approximately early 1970s to 1977. Upon information and belief, during these periods, Decedent worked at various industrial locations, including but not limited to the following:

- Albemarle Chemical Plant in Orangeburg, SC
- Allied Signal in Irmo, SC
- Amoco Chemical – Railcar Hopper Facility in Mt. Pleasant, SC
- Kal-Kan Dog Food in Columbia, SC
- Robert Bosch Corporation in Charleston, SC
- Rubber Recycling Co in Moncks Corner, SC
- Merck & Co. – Crude Diuretics in Albany, GA
- VA Hospital in Fayetteville, NC

76. Decedent was further exposed to Defendants' asbestos-containing products while employed as a pipefitter for Daniel Construction Company at the Greenwood Mills plant in Greenwood, South Carolina from approximately 1980 to 1982.

77. Upon information and belief, the Decedent was exposed to Defendants' asbestos-containing products while employed as a pipefitter and/or welder by various employers from approximately 1982 to 1991. During these periods, Decedent worked at the Carolina Eastman

plant in Columbia, South Carolina for various employers, including but not limited to Harrison Construction Company and Yeargin Construction Company.

78. Decedent Teddy L. Knight, Sr.'s cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Decedent's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

79. Decedent Teddy L. Knight, Sr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

80. Plaintiffs are informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

81. As a direct and proximate result of the conduct as alleged within, Decedent suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

82. As a direct and proximate result of the conduct as hereinafter alleged, Decedent incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent's medical treatment is ascertained.

83. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent has incurred and will incur, loss of profits and commissions, a diminishment of earning

potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

84. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

85. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.

86. At all times herein mentioned, Defendants and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed,

warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Decedent and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

87. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products from causing Decedent's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Decedent. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

88. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported

by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff, would use or be in proximity to and exposed to said asbestos fibers.

89. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent, Decedent's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

90. Decedent, Decedent's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

91. Decedent suffered from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent was not aware at the time was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

92. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent's injuries, and all damages thereby sustained by Decedent.

Plaintiff therefore seeks all compensatory damages in order to make them whole, according to proof.

93. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Decedent and others similarly situated.

94. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

95. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could

cause injury, and Defendants and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

96. The above-referenced conduct of Defendants and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Decedent.

97. Decedent and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

98. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

99. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. sec. 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Product Defendants, and Allege as Follows:

100. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

101. This Cause of Action is brought against the Product Defendants.

102. Decedent suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

103. Defendants' conduct and defective products as described above were a direct cause of Decedent's injuries, and the injuries and damages thereby sustained by Decedent.

104. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent and the

public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Decedent and others similarly situated.

105. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

106. Decedent, Decedent's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

107. Defendants and/or their "alternate entities" knew and intended that the above-referenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.

108. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the

product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Decedent's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

109. The defect existed in the said products at the time they left the possession of defendants, their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Decedent herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

110. Decedent and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Said Defendants and/or their "alternate

entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

111. Defendants' defective products as described above were a direct cause of Decedent's injuries, and the damages thereby sustained.

112. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, their "alternate entities," and each of them, did so with conscious disregard for the safety of Decedent and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

113. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general

public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact exposure was extremely hazardous to health and human life.

114. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Decedent and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

115. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.

116. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof.

117. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action Against Defendants, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Defendants Based upon Respondeat Superior and Allege as Follows:

118. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

119. This Cause of Action is brought against the Product Defendants and the Premises Defendants.

120. Prior to and during all relevant times Defendants employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent worked and/or spent time as alleged above.

121. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their

employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Decedent was exposed.

122. Employees handling and disturbing asbestos-containing products in Decedent's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

123. Employees handling and disturbing asbestos-containing products in Decedent's, Decedent's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

124. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

125. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Decedent.

126. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

127. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Decedent.

128. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Decedent that he was being exposed to asbestos, failed to adequately warn Decedent of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

129. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent.

130. Defendants' employees owed Decedent a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

131. Defendants' employees breached this duty of care as described above.

132. At all times mentioned, Decedent was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

133. As a direct result of the Defendants' employees conduct, Decedent's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Decedent and the damages and injuries as complained of herein by Plaintiffs.

134. The risks herein alleged and the resultant damages suffered by the Decedent were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.

135. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Decedent.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premise Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

136. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

137. This Cause of Action is brought against the Premises Defendants.

138. Prior to and during all relevant times, Defendants employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent worked and/or spent time.

139. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

140. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe

because they released asbestos fibers and dust into air when used which would be inhaled by Decedent and settled onto Decedent's clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Decedent would be exposed to dangerous asbestos dust beyond the present.

141. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Decedent.

142. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Decedent, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

143. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Decedent, were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

144. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Decedent were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

145. At all times herein mentioned, Decedent was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

146. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

147. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Decedent, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

148. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

149. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of

asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by defendants.

150. Defendants failed to warn its employees and bystanders thereto, including Decedent, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

151. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Decedent became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Decedent to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. 36-2-314)

As a Fifth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Alleges as Follows:

152. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

153. This Cause of Action is brought against the Product Defendants.

154. Each of the Defendants impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

155. The implied warranty made by the Defendants that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use,

was breached. As a result of that breach, asbestos was given off into the atmosphere where Decedent carried out his duties and was inhaled by Decedent.

156. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Decedent was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Decedent to suffer all damages attendant thereto.

FOR A SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

For a Sixth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

157. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

158. This Cause of Action is brought against the Product Defendants and the Premises Defendants.

159. That during, before and after Decedent Teddy L. Knight, Sr.'s exposure to asbestos products manufactured by Defendants, the Defendants falsely represented facts, including the dangers of asbestos exposure to Decedent in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

160. The foregoing representations were material conditions precedent to Decedent Teddy L. Knight, Sr.'s continued exposure to asbestos-containing products. Defendants each intended that Decedent act upon the representations by continuing his work around, and thereby

exposure to, the asbestos products. Decedent was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

161. As a direct and proximate result of Decedent Teddy L. Knight, Sr.'s reliance upon Defendants' false representations, Decedent suffered injury and damages as described herein.

FOR A SEVENTH CAUSE OF ACTION
(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

162. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

163. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.

164. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/ Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.

165. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of

profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.

166. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the occupational settings from which Decedent breathed asbestos dust which resulted in Decedent's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Decedent herein.

167. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Decedent was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Decedent's illness.

168. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.

169. Decedent unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.

170. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Decedent from asbestos exposure was increased, and (ii) Decedent suffered the injuries described herein.

171. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Decedent.

172. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Decedent was caused to remain ignorant of all the dangers of asbestos resulting in Decedent's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Decedent of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Decedent the opportunity to take precautions against the dangers of asbestos and proximately caused Decedent's damages herein.

173. During the relevant time period the Decedent was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.

174. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engages in a conspiracy or concert of action

to inflict injury on the Decedent, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Decedent or his wife in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

- (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.
- (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.

- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Decedent.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, cancer, mesothelioma, and other illnesses and diseases from Decedent who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements

regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Decedent of the dangers to which he was exposed when they knew of the dangers.

- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Decedent to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

175. Decedent reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

176. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Decedent has been deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought home on his clothes, hair, shoes, and in his case asbestos dust or fibers contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Decedent has been damaged.

FOR AN EIGHTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For an Eighth Distinct Cause of Action for Wrongful Death, Plaintiffs Complain of Defendants, and Alleges as Follows:

177. All paragraphs above are incorporated by reference, where relevant.

178. Plaintiffs bring this cause of action for Teddy L. Knight, Sr.'s wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of the wife and children of Teddy L. Knight, Sr., as defined by S.C. Code § 15-51-20.

179. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Teddy L. Knight, Sr. died on September 24, 2016, and his wife and children have and will endure pecuniary loss, mental shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiffs pray for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

FOR A NINTH CAUSE OF ACTION
(Loss of Consortium)

For a Ninth Distinct Cause of Action for Loss of Consortium, Plaintiff Linda Knight Complains of Defendants, and Alleges as Follows:

180. All paragraphs above are incorporated by reference, where relevant.

181. Decedent Teddy L. Knight, Sr. and Linda Knight were married on March 26, 1966, and at all times relevant to this action were husband and wife.

182. Prior to his injuries as alleged, Decedent Teddy L. Knight, Sr. was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Decedent has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Linda Knight was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiff's damages, in an amount presently unknown to Plaintiff but which will be proven at time of trial.

183. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries and death caused to Decedent Teddy L. Knight, Sr. as set forth herein, Decedent's spouse and Plaintiff Linda Knight suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays for judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

FOR A TENTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For a Tenth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiffs Complain of Defendants, and Allege as Follows:

184. All paragraphs above are incorporated by reference, where relevant.

185. Plaintiffs, Linda Knight, the spouse of decedent Teddy L. Knight, Sr. and Richard L. Knight, II, the Personal Representative of the Estate of Teddy L. Knight, Sr., deceased, bring this survival action as allowed under S.C. Code Ann. § 15-5-90.

186. Plaintiffs bring this cause of action for Decedent's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to his untimely death, as well as for the mental distress of Decedent due to knowledge of his impending death from his incurable disease.

187. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants as described, Decedent endured conscious pain, suffering, mental anguish and distress until his untimely death, and Plaintiffs pray for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine is just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment, jointly and severally, against Defendants and/or their "alternate entities" in an amount to be proven at trial, as follows:

1. For Decedent's actual damages according to proof, including Decedent's pain & suffering, Decedent's mental distress as well as Decedent's medical, surgical and hospital bills;
2. For Decedent's loss of income or earnings according to proof;
3. For loss of care, comfort and society of the Decedent;
4. For pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heirs, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries;
5. For punitive damages according to proof;
6. For Plaintiffs' cost of suit herein;
7. For damages for fraudulent misrepresentation according to proof;
8. For damages for breach of implied warranty according to proof;

9. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company),

10. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Act; and

11. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

s/Theile B. McVey

Theile B. McVey (SC Bar 16682)

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ATTORNEYS FOR PLAINTIFFS

August 1, 2019
Columbia, South Carolina

**PROFESSIONAL PATHOLOGY SERVICES, PC**

One Science Court
Suite 200
Columbia, SC 29203
803-252-1913

Medical Director - Jacqueline Emery, MD
Non-Gynecologic Cytology Report

*** Amended ***

Patient Name: **KNIGHT, TEDDY L.**

Accession #: **N16-4054**

SSN #: **2597**

DOB/Age: **(Age: 73)/M**

Collection Date: **8/16/2016**

Med. Rec. #: **000880973**

Received Date: **8/16/2016**

Client: **Palmetto Baptist Medical Center - Radiology Department** Account #: **1622503086**

Physician(s): **Charles Heaton, MD**
Chaudhry Muhtaq, MD

Gross Description:

Received 20 ml of yellow hazy fluid in formalin and 4 slides (2 DQ, 2 Fixed). Particulate material present. Cell block made (black ink) (N16-4054 cell A). Core biopsy in formalin also received (N16-4054 core B). Four tan/white/pink cores (black ink) ranging 0.3 to 0.5cm to 0.1 x 0.8cm. One pink core measuring 0.1 x 0.3cm.

Clinical Information:

History of stomach and lung cancer (not in our files).

******AMENDMENT PERFORMED ON August 19, 2016, TO REFLECT ADDITIONAL IMMUNOSTAINS, no change in diagnosis******

SPECIMEN SOURCE:

A: FINE NEEDLE ASPIRATION-Right Upper Lobe Lung
B: CORE BIOPSY-Right Upper Lobe Lung

**INTERPRETATION: A. FINE NEEDLE ASPIRATION-Right Upper Lobe Lung:
POSITIVE FOR MALIGNANCY, Favor Sarcomatoid Mesothelioma.**

**B. CORE BIOPSY-Right Upper Lobe Lung:
POSITIVE FOR MALIGNANCY, Favor Sarcomatoid Mesothelioma.**

MICROSCOPIC DESCRIPTION:

The aspirate material from the right upper lung displays peripheral blood elements and reactive appearing fibroblasts. On the cell block there are scattered minute crushed fragments of atypical cells with elongated nuclei and spindled cytoplasm coursing through collagen and inflammatory cells. The core biopsy block demonstrates fragments of bone and dense fibrous tissue infiltrated by spindled appearing cells that exhibit no keratinization or acinar formations. Scattered nuclei exhibit prominent nucleoli.

Immunohistochemical stains are performed on the core biopsy block in an attempt to further define the histologic nature of the cellular elements:

Antibody:

p63
TTF-1

Results/Interpretation:

Spotty faint positivity
Negative

Palmetto Health Baptist
KNIGHT, TEDDY L.

Palmetto Health Richland

Hilton Head Regional Medical Center

Kershaw Health

Palmetto Hospital
Page 1 of 2

Exhibit A

CONFIDENTIAL

ELECTRONICALLY FILED - 2019 Aug 01 2:39 PM - ORANGEBURG - COMMON PLEAS - CASE#2019CP3801045

KNIGHT, TEDDY L.

CYTOLOGY REPORT

N16-4054

Vimentin	Positive
CDX2	Negative
CK-7	Positive
CK-20	Negative
Mesothelin	Positive
MOC-31	Negative
Calretinin	Faint blush focal positive

This pattern of reactivity would support the presence of a malignant spindle cell neoplasm and a Sarcomatoid Mesothelioma is favored. Dr. Mushtaq was notified on 8-16-16 by Dr. Emery. A synovial sarcoma cannot be entirely excluded and if this rare tumor is clinically considered in the differential diagnosis, genetic studies for the (X;18)(p11;q11) translocation can be performed.

A recent PET/CT scan demonstrates a 10.4 x 8.0 cm right chest mass with chest wall invasion and rib destruction with + PET signal and necrotic center. In addition, there are multiple plaque-like areas of pleural nodularity within the right chest. Bilateral pleural nodularity and pleural calcifications are seen suggestive of asbestos-related disease. A focal ulcerated lesion in the body of the stomach also displays hypermetabolic activity. The patient underwent biopsy of the lung mass at an outside institution which rendered a diagnosis of malignancy (not available for review).

FDA Disclaimer: This test was developed and its performance characteristics determined by Palmetto Health/Professional Pathology Services Pathology Department. It has not been cleared or approved by the U.S. Food and Drug Administration. The FDA has determined that such clearance or approval is not necessary. Control material is appropriate. This test is used for clinical purposes. It should not be regarded as investigational or for research. This Laboratory is certified under Clinical Laboratory Improvement Amendments of 1988 (CLIA-88) as qualified to perform high complexity clinical laboratory testing. Positive and negative controls on this case stain appropriately. The fixative of choice for immunohistochemical/Dual In-Situ Hybridization studies used to provide diagnostic predictive information is 10% neutral buffered formalin. Processing programs used are in compliance with Her2/Neu ASCO/CAP guidelines. Paraffin embedded sections are used unless otherwise specified. If predictive markers are used, the clones are: ER(SP1), rabbit monoclonal; PR(152), rabbit monoclonal; Her2-Neu(4B6), rabbit monoclonal along with the ULTRA VIEW detection kit. These assays have not been validated on decalcified or alcohol specimens. If applicable, results should be interpreted with caution, given the likelihood of false negativity on decalcified or alcohol specimens.

PRELIMINARY ASSESSMENT:

PRELIMINARY FNA ASSESSMENT #1-Right Upper Lobe Lung: Blood. Dr. Lawrence D. Grant called to Michelle/Radiology 8/16/16 11:05am

Electronically Signed Out by:
Jacqueline A. Emery, M.D. / KAJ
8/19/2016 10:23:26

Amendments

Amended: 8/19/2016

Previous Signout Date: 8/17/2016

Palmetto Health Baptist
KNIGHT, TEDDY L.

Palmetto Health Richland

Hilton Head Regional Medical Center

Kershaw Health

Parkridge Hospital
Page 2 of 2

Exhibit A

CONFIDENTIAL

ELECTRONICALLY FILED - 2019 Aug 01 2:39 PM - ORANGEBURG - COMMON PLEAS - CASE#2019CP3801045

EXHIBIT A
TEDDY KNIGHT
WORK SITES*

Plaintiffs provide this information based on their and/or other witness's recollection of handling or being around products that may have caused Teddy Knight to be exposed to asbestos. This information may be supplemented by information from witnesses, documentation gathered and/or investigation conducted by Plaintiffs' counsel to date. This investigation continues and Plaintiffs will supplement this information as needed. At the present time Plaintiffs believe that Teddy Knight worked at the following sites:

From approximately 1961-1966, Decedent Teddy Knight served in the Navy submarine service.

In addition, from approximately 1966 to 1973, upon information and belief, Decedent Teddy Knight worked consistently as a pipefitter/welder various employers at sites throughout South Carolina, including the following:

- Mar. 1966 to May 1966—Emp. Daniel Construction, **at Tenn. Eastman, Kingsport, TN**
- Jun. 1966 to June 1968 -Emp. Delta (aka Wallace-Huffman) **at Warner Robbins AF Base.**
- July 1968 to Aug. 1968 – **Ethyl Corp., a/k/a Albemarle, Orangeburg, SC**
- Aug. 1968 to Nov. 1968 – B.F. Shaw Construction, **at Dupont, Camden, SC**
- Nov. 1968 to Dec. 1969 – Grinnell Corp., **at Carolina Eastman, Columbia, SC**
- Jan. 1970 to Apr. 1971 – Grinnell Corp., **at Wateree Generating Station, Wateree, SC**
- May 1971 to Jan. 1972 – Reamer Industries, Columbia, SC, **at Allied Signal, Irmo, SC**
- Feb. 1972 to May 1972 – M.W. Kellogg, **at Edwin I. Hatch Nuclear Plant, Baxley, GA**
- May 1972 to Jun. 1972 – Scottsdale Contractors, Inc.
- June 1972 to Dec. 1972 – H & F Construction Co.
- Jan. 1973 to Apr. 1973 – Daniel Construction Co.
- May 1973 to Sep. 1973 – H & F Construction Co.
- Also in Jun. 1973 – Southern Electric & Pipefitting Co., Georgetown, SC
- Also in Jun. 1973 to July 1973 – Livsey & Company, Charlotte, NC
- Aug. 27, 1973 – Sep. 1973 – Masters Co., Orangeburg, SC (intermittently when not working at H&F)

In approximately August 1973; then again from December 1973 through approximately 1978, Decedent was self-employed by The Masters Company in Orangeburg, SC providing industrial HVAC services. Mr. Knight sold his share to his partner so he could spend less time on road and more time with his family. Upon information and belief, the worksites during this timeframe included but were not limited to the following jobsites:

- **Robert Bosch Corp**, Charleston, SC (Automotive facility)
- **Rubber Recycling Co.**, Moncks Corner, SC (Tire recycling facility)
- **Ethyl Corp. aka Albemarle Chemical Plant**, Orangeburg, SC (Process sewer upgrade)
- **Amoco Chemical**, Mt. Pleasant, SC (Project superintendent for Railcar Hopper Maintenance Facility, E&I maintenance Shop and pre-engineered office and shop bldgs)
- **VA Hospital, Fayetteville**, NC (Boiler and chiller upgrades)
- **Merck & Co.**, Albany, GA (Crude diuretics, chemical sewer, replaced powerhouse DI water)

*Plaintiffs reserve the right to supplement this response as discovery is ongoing.

CONFIDENTIAL

PLAINTIFF'S
EXHIBIT

23B

EXHIBIT A
TEDDY KNIGHT
WORK SITES*

- **Kal-Kan Dog Food Plant**, Columbia, SC (Mechanical superintendent responsible for purchasing and installation of equipment)
- **Allied Signal**, Irmo, SC (Services contract)
- **Allied Signal Oak-Mitsui**, Camden, SC (Field engineer, piping installation, including but not limited to copper fuel process lines.)
- **U.S. Army, Ft. Gordon**, GA (Installation of Cleaver Brooks package boilers)
- **Applied Engineering**, Various locations from NY to FL and KS (Subcontractor for installation of backup systems, rigging and equipment setting, fabrication and installation of new piping for propane tanks. Erected rail car unloading stations)
- **Holliman Construction Co., U.S. Army, Ft. Bragg**, NC (Installation of 150 new hot water boilers)
- **U.S. Army, Ft. Jackson**, SC (New valves and implemented new welding procedure)
- **Wateree Generating Station**, Wateree, SC (Superintendent for installation of piping, tubing, pumps, and other systems)
- **H.B. Robinson Generating Station**, Hartsville, SC

For the year 1979, Decedent worked for **Yeargin Construction Company**, at **Ethyl Corp (a/k/a Albemarle) in Orangeburg, SC** as a Foreman. Mr. Knight was the foreman in charge of ten men who installed the chemical and steam systems, process piping, and underground piping. Following the completion of the construction he worked as a pipefitter / welder at the site for several contractors.

From approximately 1980 to 1982, Decedent worked for **Daniel Construction Company** as a pipe foreman at **Greenwood Mills in Orangeburg, SC**. Mr. Knight worked as a pipefitter during the installation of a fossil fuel boiler. After one week he was promoted to foreman of the pipe fabrication shop. When the boiler construction was complete, Mr. Knight was transferred into the plant to help with the completion of the steam system.

From approximately 1982 to 1983, Decedent Teddy Knight worked for **Harrison Construction Company** as a pipefitter at **Carolina Eastman in Columbia, SC**. Mr. Knight worked as a pipefitter in the pipe fabrication shop.

From approximately 1983 to 1991, Decedent Teddy Knight worked for **Yeargin Construction Company** as a foreman (appx. 1983-85) and field coordinator and pipefitter (appx. 1985-95) in the pipe department, estimating department and cost department **at Carolina Eastman in Columbia, SC**. Mr. Knight's job as a field coordinator involved working with engineers on modifications, alterations and additions to various production lines.

From approximately 1991 to 1993, Decedent Teddy Knight worked for **Primesouth, Inc.** as a construction superintendent **at Carolina Eastman**.

From approximately 1993 to 1995, Decedent Teddy Knight worked for **McIntosh Mechanical, Inc.** out of Sumter, SC as a project superintendent and project manager over its Georgia Division.

*Plaintiffs reserve the right to supplement this response as discovery is ongoing.