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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 38**

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YORK INTERNATIONAL	)
CORPORATION	)
	)
YUBA HEAT TRANSFER, LLC	)
	)
ZURN INDUSTRIES, LLC	)
individually and as successor-in-interest to	)
ZURN INDUSTRIES, INC.	)
	)
Defendants.	)
_____	)

PLAINTIFFS' SECOND AMENDED ORIGINAL COMPLAINT

Plaintiffs NICHOLAS LEON MURPHY and DORIS ANNE MURPHY (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and comes before this court and allege as follows:

GENERAL ALLEGATIONS

1. Plaintiff Nicholas Leon Murphy has been diagnosed with mesothelioma.
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. Each Defendant, or its predecessors in interest, 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.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Nicholas Leon Murphy experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the “Premises Defendants.” At all times relevant to this action:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Plaintiff Nicholas Leon Murphy, as a welder and pipefitter, on to Defendant’s premises to perform welding work for Defendant’s benefit. Plaintiff Nicholas Leon Murphy was an invitee who had express permission to enter Defendant’s premises 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 Defendants’ premises was a substantial factor contributing to cause Plaintiff Nicholas Leon Murphy’s mesothelioma.

5. 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.

6. 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 North

Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina and North Carolina, and/or contracting with the employer of Plaintiff Nicholas Leon Murphy in South Carolina and North Carolina for Plaintiff and others to cross state lines to work on Defendant's premises.

7. 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 Plaintiff Nicholas Leon Murphy 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.

8. Plaintiff Nicholas Leon Murphy'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 Plaintiff Nicholas Leon Murphy's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

9. Plaintiffs were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

10. Plaintiff Nicholas Leon Murphy 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.

11. 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
4520 CORP., INC.	as successor-in-interest to BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	as successor-in- interest to BUFFALO PUMPS, INC.
BW/IP INC.	and its wholly-owned subsidiaries
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.	f/k/a HOKE INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY
DUKE ENERGY CORPORATION	as successor-in- interest to MP SUPPLY INC. f/k/a MILL POWER SUPPLY COMPANY
DUKE ENERGY CAROLINAS, LLC	as successor-in- interest to MP SUPPLY INC. f/k/a MILL POWER SUPPLY COMPANY
DUKE ENERGY PROGRESS, LLC	f/k/a CAROLINA POWER & LIGHT COMPANY, sued individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY
ENSTAR (US) INC.	ZURICH AMERICAN INSURANCE COMPANY and COVIL CORPORATION
FLOWSERVE CORPORATION	f/k/a THE DURIRON COMPANY, INC.

DEFENDANT	ALTERNATE ENTITY
FLOWSERVE US INC.	as successor-in-interest to EDWARD VALVES, INC. and ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
GOULD ELECTRONICS, INC.	successor-in-interest to ITE CIRCUIT BREAKER CO.
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HOWDEN NORTH AMERICA INC.	f/k/a HOWDEN BUFFALO INC., successor-in-interest to BUFFALO FORGE COMPANY
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
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
MORSE TEC LLC	f/k/a BORGWARNER MORSE TEC LLC, and as successor-by- merger to BORG-WARNER CORPORATION
NEW-INDY CONTAINERBOARD LLC	as successor-in-interest to RESOLUTE FP US INC.
OCCIDENTAL CHEMICAL CORPORATION	as successor-in-interest to HOOKER CHEMICAL COMPANY, and as successor to DUREZ CORPORATION
PROGRESS ENERGY, INC.	a subsidiary of DUKE ENERGY CORPORATION, sued individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY
RESOLUTE FP US INC.	f/k/a BOWATER, INCORPORATED

DEFENDANT	ALTERNATE ENTITY
RILEY POWER INC.	f/k/a RILEY STOKER CORPORATION and DB RILEY, INC.
SCHNEIDER ELECTRIC USA, INC.	f/k/a SQUARE D COMPANY
SPX COOLING TECHNOLOGIES, INC.	as successor-in-interest to MARLEY COOLING TOWERS CO.
TRANE U.S. INC.	f/k/a AMERICAN STANDARD INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	as the alter ego to COVIL CORPORATION
UNITHERM, INC.	as successor-by-merger to VOGT & COMPANY
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 and also as successor-in-interest to BF STURTEVANT
VIAD CORP	f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY
WEIR VALVES & CONTROLS USA, INC.	as successor-in-interest to ATWOOD & MORRILL CO., INC.
ZURICH AMERICAN INSURANCE COMPANY	a/k/a ZURICH NORTH AMERICA, INC. individually, and as the alter ego to COVIL CORPORATION
ZURN INDUSTRIES, LLC	as successor-in-interest to ZURN INDUSTRIES, INC.

12. 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.

13. 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.

14. As a direct and proximate result of the conduct as alleged within, Plaintiff Nicholas Leon Murphy 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.

15. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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 Plaintiff Nicholas Leon Murphy medical treatment is ascertained.

16. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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.

17. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Army 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 Plaintiff Nicholas Leon Murphy United States Army 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 Plaintiff Nicholas Leon Murphy 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

18. Plaintiffs Nicholas Leon Murphy and Doris A. Murphy are currently residents of the State of North Carolina. Plaintiff Nicholas Leon Murphy 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.

19. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

20. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against SOUTHERN INSULATION INC. arise out of this Defendant's business activities in the State of South Carolina.

21. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

22. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, individually, and as the alter ego to COVIL CORPORATION ("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.

24. Defendant, **ZURICH AMERICAN INSURANCE COMPANY** a/k/a ZURICH NORTH AMERICA, INC., individually, and as the alter ego to COVIL CORPORATION (“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.

25. Defendant, **DUKE ENERGY CORPORATION**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, DUKE 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 valves, gaskets and packing. DUKE ENERGY CORPORATION also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Duke power plant in Wilmington, North Carolina. DUKE ENERGY CORPORATION is sued as both a Product and a Premises Defendant. Plaintiffs’ claims against DUKE ENERGY CORPORATION arise out of this Defendant’s business activities in the State of South Carolina.

26. Defendant, **DUKE ENERGY CAROLINAS, LLC**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CAROLINAS, 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 valves, gaskets and packing. DUKE ENERGY CAROLINAS, LLC also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Duke power plant in Wilmington, North Carolina. DUKE ENERGY CAROLINAS, LLC is sued as both a Product and a Premises Defendant. Plaintiffs' claims against DUKE ENERGY CAROLINAS, LLC arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **DUKE ENERGY PROGRESS, LLC** f/k/a CAROLINA POWER & LIGHT COMPANY, sued individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY PROGRESS, 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 valves, gaskets and packing. DUKE ENERGY PROGRESS, LLC also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Duke power plant in Wilmington, North Carolina. DUKE ENERGY PROGRESS, LLC is sued

as both a Product and a Premises Defendant. Plaintiffs' claims against DUKE PROGRESS CAROLINAS, LLC arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **PROGRESS ENERGY, INC.**, a subsidiary of DUKE ENERGY CORPORATION, sued individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PROGRESS ENERGY, 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, gaskets and packing. DUKE ENERGY PROGRESS, LLC also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Duke power plant in Wilmington, North Carolina. PROGRESS ENERGY, INC. is sued as both a Product and a Premises Defendant. Plaintiffs' claims against PROGRESS ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **4520 CORP., INC.**, individually and 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., individually and as successor-in-interest to BENJAMIN F. SHAW 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 at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

30. 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. Plaintiffs' claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.

31. 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. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

32. 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. Plaintiffs' claims against ANCHOR DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

33. 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. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

34. 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. Plaintiffs' claims against AURORA PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. 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. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

36. 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 and asbestos-containing talc coatings. CARBOLINE COMPANY is sued as a Product Defendant. Plaintiffs' claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

37. 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. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

38. 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. Plaintiffs' claims against CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, 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 gaskets, packing and valves. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

40. 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 valves, feed tanks and pumps, Chempump, and Deming pumps. 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.

41. 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. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

42. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **DUREZ CORPORATION**, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, DUREZ 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 Bakelite panels, molding compounds and raw asbestos fibers. DUREZ CORPORATION is sued as a

Product Defendant. Plaintiffs' claims against DUREZ CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

44. 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. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **ENSTAR (US) INC.**, ("Enstar" or "Covil's Alter-Ego") is a Delaware corporation with its principle place of business in Florida. On October 1, 2019 Enstar (US) Inc. became the successor-in-interest to Zurich American Insurance Company for certain of its asbestos liabilities including those of Covil Corporation and separately, as a result of succeeding to those liabilities became liable as the alter-ego of Covil Corporation and as such is directly liable for the tortious acts of Covil Corporation. ENSTAR (US) INC. is registered to do business in the State of South Carolina and may be served with process through CT Corporation System, 2 Office Park Court, #103, Columbia, South Carolina 29223.

46. 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.

47. 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. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC. and ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE 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 Rockwell valves. FLOWSERVE US INC. is sued as a Product Defendant. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

49. 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 pumps and condensers. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

50. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

51. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

52. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

53. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

54. 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. Plaintiffs' claims against GARDNER DENVER, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. 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. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **THE GOODYEAR TIRE & RUBBER COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER 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 Durabla gaskets. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

57. 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. Plaintiffs' claims against GOULD ELECTRONICS, INC. arise out of this Defendant's business activities in the State of South Carolina.

58. 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.

59. 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 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.

60. 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. Plaintiffs' claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

61. 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. Plaintiffs' claims

against IMO INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

62. 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.

63. 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 Kennedy valves. **ITT LLC** is sued as a Product Defendant. Plaintiffs' claims against **ITT LLC** arise out of this Defendant's business activities in the State of South Carolina.

64. 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.

65. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and as 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 replacement parts. MORSE TEC LLC is sued as a Product Defendant. Plaintiffs' claims against MORSE TEC, LLC arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **NEW-INDY CATAWBA LLC**, was and is a Delaware limited liability company with its principal place of business in South Carolina. At all times material hereto, NEW-INDY CATAWBA LLC owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York County, South Carolina. NEW-INDY CATAWBA LLC is sued as a Premises Defendant. Plaintiffs' claims against NEW-INDY CATAWBA LLC arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **NEW-INDY CONTAINERBOARD LLC**, individually, and as successor-in-interest to RESOLUTE FP US INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, NEW-INDY CONTAINERBOARD LLC owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York County, South Carolina. NEW-INDY CONTAINERBOARD LLC is sued as a Premises Defendant.

Plaintiffs' claims against NEW-INDY CONTAINERBOARD LLC arise out of this Defendant's business activities in the State of South Carolina.

68. 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, raw asbestos fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **RESOLUTE FP US INC.**, f/k/a BOWATER, INCORPORATED, was and is a Delaware corporation with its principal place of business in Tennessee. At all times material hereto, RESOLUTE FP US INC. owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York County, South Carolina. RESOLUTE FP US INC. is sued as a Premises Defendant. Plaintiffs' claims against RESOLUTE FP US INC. arise out of this Defendant's business activities in the State of South Carolina.

70. 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. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

71. 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. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

72. 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.

73. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, 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. Plaintiffs' claims against SPX COOLING TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

74. 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 blowers. 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.

75. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against UNITHERM, INC. arise out of this Defendant's business activities in the State of South Carolina.

76. 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 and also as successor-in-interest to BF STURTEVANT, 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 and asbestos-containing BF Sturtevant forced-draft blowers. VIACOMCBS INC. is sued as a Product Defendant. Plaintiffs' claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

77. 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 and fuel oil heaters. VIAD CORP is sued as a Product Defendant. Plaintiffs' claims against VIAD CORP arise out of this Defendant's business activities in the State of South Carolina.

78. 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. Plaintiffs' claims against VIKING PUMP, 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. Plaintiffs' claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **WEYERHAEUSER COMPANY** was and is a Washington corporation with its principal place of business in Washington. At all times material hereto, WEYERHAEUSER COMPANY owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Weyerhaeuser mill facilities in New Bern, North Carolina and Vanceboro, North Carolina. WEYERHAEUSER COMPANY is sued as a Premises Defendant. Plaintiffs' claims against WEYERHAEUSER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL 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 Powell valves. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

82. 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. Plaintiffs' claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

83. 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. Plaintiffs' claims against YUBA HEAT TRANSFER, LLC arise out of this Defendant's business activities in the State of South Carolina.

84. 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. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Plaintiffs' claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

85. Plaintiff Nicholas Leon Murphy 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 DUKE ENERGY CORPORATION, DUKE ENERGY CAROLINAS LLC, DUKE ENERGY PROGRESS LLC, PROGRESS ENERGY INC., NEW-INDY CATAWBA LLC, NEW-INDY CONTAINERBOARD LLC, RESOLUTE FP US INC., and WEYERHAEUSER COMPANY (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) were engaged in the manufacture, sale, distribution and/or installation of 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, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

86. Plaintiff Nicholas Leon Murphy brings this action for monetary damages as a result of contracting an asbestos-related disease.

87. Plaintiff Nicholas Leon Murphy was diagnosed with mesothelioma on or about September 24, 2019.

88. Plaintiff Nicholas Leon Murphy's mesothelioma was caused by his exposure to asbestos during the course of his employment.

89. Upon information and belief, during his work history, Plaintiff Nicholas Leon Murphy was exposed to Defendants' asbestos-containing products through his work as a welder and pipefitter from approximately 1970s to the early 1980's for various industrial plants at various locations including but not limited to the Duke power plant in Wilmington, North Carolina, the Bowater paper mill in Catawba, South Carolina, and the Weyerhaeuser pulp mills in New Bern, North Carolina and Vanceboro, North Carolina, and other industrial plants in both South Carolina and North Carolina. All of these activities exposed Plaintiff to asbestos.

90. During his work history as welder and pipefitter, Plaintiff Nicholas Leon Murphy was further exposed through his work around other trades, including boilermakers, welders, pipefitters, mechanics, carpenters, iron workers, insulators, and other electricians. His duties included, but were not limited to removing, replacing and welding valves in a pipe run, welding flanges to pipe sections for valves, maintenance welding jobs, boiler maintenance, shutdowns, removing insulation and repacking insulation. Plaintiff worked closely to a variety of trades that were working on asbestos-containing insulation, generators, boilers, and often worked near tradesmen working on asbestos-containing pipe insulation, valves, steam traps, pumps, furnaces, and other equipment. All of these activities exposed Plaintiff to asbestos.

91. During the course of Plaintiff Nicholas Leon Murphy employment at the location(s) mentioned above, during other occupational work projects, and in other ways, Plaintiff Nicholas Leon Murphy was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

92. Defendants Enstar, USF&G and Zurich, and their predecessors, acting as the alter egos of Covil Corporation, owed a duty to Plaintiffs to warn, protect, enforce safety and hygiene rules and policies or otherwise use their superior knowledge to provide a safe environment.

93. Plaintiff Nicholas Leon Murphy'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 Plaintiff Nicholas Leon Murphy's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

94. Plaintiff Nicholas Leon Murphy was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

95. 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.

96. As a direct and proximate result of the conduct as alleged within, Plaintiff Nicholas Leon Murphy 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.

97. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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 Plaintiff Nicholas Leon Murphy medical treatment is ascertained.

98. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs incurred 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 request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FACTUAL BACKGROUND AS TO COVIL

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

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

101. 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").

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

103. 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.

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.

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

105. From at least in or about 1991, continuing until appointment of the Receiver, Zurich and USF&G, in conjunction with their 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.

106. 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.

107. 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 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.

108. 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.

109. 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.

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

111. 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.

112. 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.

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

114. 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:

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

115. 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.

116. 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.

117. 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”).

118. 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.

119. 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, SCRCR; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

120. 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.

121. The Alter-Egos’ complete control over Covil, and management of Covil’s affairs, included, but not limited to, the Covil asbestos suits.

122. 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.

123. 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.
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.

Date	From	To/CC	Subject	Key points of email
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?
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.

Date	From	To/CC	Subject	Key points of email
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.

124. 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.

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

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

127. 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.

128. 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.

129. 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.

130. 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;

131. 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.

132. 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.

133. 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.

134. 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.

135. 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.

136. As of October 1, 2019 Enstar (US) Inc. announced that it had succeeded to Zurich in at least certain interests relating to asbestos liabilities of Covil Corporation and by virtue of that succession joined Zurich and USF&G as an alter-ego of Covil Corporation.

137. Plaintiffs therefore seek a declaratory judgment that the Primary Insurers and Enstar are the Alter-Ego of Covil after November 2, 2018 as well as before.

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

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

138. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

139. At all times herein mentioned, each of the named Defendants and/or via the doctrine of alter ego 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.

140. At all times herein mentioned, Defendants and/or their alter egos 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 Nicholas Leon Murphy and others similarly situated, (hereinafter collectively called “exposed persons”), while being used for their intended purpose and in a manner that was reasonably foreseeable.

141. 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 Nicholas Leon Murphy's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy. 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.

142. Defendants and/or their alter egos 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 Nicholas Leon Murphy, would use or be in proximity to and exposed to said asbestos fibers.

143. At all times relevant, Defendants and/or their alter egos and/or their “alternate entities” were aware of their asbestos and asbestos-containing products’ defect but failed to adequately warn Plaintiff Nicholas Leon Murphy, 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.

144. Plaintiff Nicholas Leon Murphy, 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.

145. Plaintiff Nicholas Leon Murphy suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Nicholas Leon Murphy was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

146. Defendants’ and/or their alter egos conduct and defective products as described in this cause of action were a direct cause of Plaintiff Nicholas Leon Murphy’s injuries, and all damages thereby sustained by Plaintiff Nicholas Leon Murphy. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

147. Furthermore, the conduct of Defendants and/or their alter egos and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy and others similarly situated.

148. 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 alter egos 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 alter egos 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 alter egos and/or their "alternate entities."

149. Defendants and/or their alter egos 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/or their alter egos 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.

150. The above-referenced conduct of Defendants and/or their alter egos 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 and/or their alter egos 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 Nicholas Leon Murphy.

151. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy 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.

152. Defendants and/or their alter egos 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.

153. 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 and/or their alter egos, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

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

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and allege as follows:

154. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

155. Plaintiff Nicholas Leon Murphy suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Nicholas Leon Murphy was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

156. The Products Defendants’ and/or their alter egos conduct and defective products as described above were a direct cause of Plaintiff Nicholas Leon Murphy’s injuries, and the injuries and damages thereby sustained by Plaintiffs.

157. Furthermore, the Defendants’ and/or their alter egos conduct and that of their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy and others similarly situated.

158. Defendants and/or their alter egos 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.

159. Plaintiff Nicholas Leon Murphy, 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 Nicholas Leon Murphy'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.

160. Defendants and/or their alter egos 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.

161. 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' and/or their alter egos asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos

products from causing Plaintiff Nicholas Leon Murphy's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Nicholas Leon Murphy's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their alter egos 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 alter egos and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' and/or their alter egos 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.

162. The defect existed in the said products at the time they left the possession of defendants, and/or their alter egos and/or 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 Nicholas Leon Murphy herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

163. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy or other exposed

persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Nicholas Leon Murphy and others similarly situated were exposed.

164. Defendants' defective products as described above were a direct cause of Plaintiff Nicholas Leon Murphy's injuries, and the damages thereby sustained.

165. 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, and/or their alter egos, and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Nicholas Leon Murphy 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 alter egos 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."

166. Defendants and/or their alter egos 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 alter egos 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.

167. The above-referenced conduct of Defendants and/or their alter egos 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 Nicholas Leon Murphy 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.

168. 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.

169. 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. Plaintiffs, for the sake of

example and by way of punishing said Defendants and/or their alter egos, seeks punitive damages according to proof against all defendants.

170. At all times herein mentioned, each of the named Defendants and/or their alter egos 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 Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

171. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

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

173. 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 Nicholas Leon Murphy was exposed.

174. Employees handling and disturbing asbestos-containing products in Plaintiff Nicholas Leon Murphy'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.

175. Employees handling and disturbing asbestos-containing products in Plaintiff Nicholas Leon Murphy's, 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.

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

177. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Nicholas Leon Murphy, 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 Nicholas Leon Murphy.

178. 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.

179. 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 Nicholas Leon Murphy.

180. 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 that he was being exposed to asbestos, failed to adequately warn Plaintiff Nicholas Leon Murphy of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

181. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Nicholas Leon Murphy.

182. Defendants' employees owed Plaintiff Nicholas Leon Murphy 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.

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

184. At all times mentioned, Plaintiff Nicholas Leon Murphy 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.

185. As a direct result of the Defendants' employees conduct, Plaintiff Nicholas Leon Murphy'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 Plaintiff Nicholas Leon Murphy and the damages and injuries as complained of herein by Plaintiffs.

186. The risks herein alleged and the resultant damages suffered by the Plaintiff Nicholas Leon Murphy 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.

187. 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 Nicholas Leon Murphy.

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

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Premises Defendants, and Allege as Follows:

188. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

189. Prior to and during all relevant times, the Premises Defendants employed workers in areas where Premises Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Nicholas Leon Murphy worked and/or spent time.

190. At all times herein mentioned, Premises 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.

191. Premises 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 Nicholas Leon Murphy and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Nicholas Leon Murphy would be exposed to dangerous asbestos dust beyond the present.

192. 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 Premises 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, lung cancer and other lung damage, to exposed persons, including Plaintiffs.

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

194. At all times herein mentioned, Premises Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Nicholas Leon Murphy, 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.

195. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Plaintiff Nicholas Leon Murphy were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

196. At all times herein mentioned, Plaintiff Nicholas Leon Murphy was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

197. At all times herein mentioned, Premises 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.

198. At all times herein mentioned, Premises 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 Nicholas Leon Murphy, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

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

200. Premises 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 Premises Defendants.

201. Premises Defendants failed to warn its employees and bystanders thereto, including Plaintiff Nicholas Leon Murphy, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

202. As a direct and proximate result of the conduct of Premises 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 Nicholas Leon Murphy became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Nicholas Leon Murphy to develop asbestos-related disease 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 Allege as Follows:

203. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

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

205. The implied warranty made by the Defendants and/or their alter egos 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 Nicholas Leon Murphy carried out his duties and was inhaled by Plaintiff Nicholas Leon Murphy.

206. 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 Nicholas Leon Murphy was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Plaintiffs 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:

207. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

208. That during, before and after Plaintiff Nicholas Leon Murphy's exposure to asbestos products manufactured by Defendants and/or their alter egos, the Defendants and/or their alter egos falsely represented facts, including the dangers of asbestos exposure to Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy. 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.

209. The foregoing representations were material conditions precedent to Plaintiff Nicholas Leon Murphy's continued exposure to asbestos-containing products. Defendants and/or their alter egos each intended that Plaintiff Nicholas Leon Murphy act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Nicholas Leon Murphy was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

210. As a direct and proximate result Plaintiff Nicholas Leon Murphy's reliance upon Defendants' false representations, Plaintiff has suffered injury and damages as described herein.

FOR A SEVENTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For a Seventh Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

211. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

212. 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.

213. 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.

214. 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.

215. 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 Plaintiffs' J Nicholas Leon Murphy breathed asbestos dust which resulted in Plaintiff Nicholas Leon Murphy'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 Plaintiffs herein.

216. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Nicholas Leon Murphy 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 Plaintiff Nicholas Leon Murphy's illness.

217. 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.

218. Plaintiff Nicholas Leon Murphy 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.

219. 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 Plaintiff Nicholas Leon Murphy from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

220. 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 Plaintiff.

221. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff was caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff Nicholas Leon Murphy's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Nicholas Leon Murphy of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Plaintiff Nicholas Leon Murphy the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.

222. During the relevant time period the Plaintiff Nicholas Leon Murphy 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.

223. 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 Plaintiff Nicholas Leon Murphy, 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 Plaintiff Nicholas Leon Murphy or his wife in the course of or as a consequence of the conspiracy or 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 Plaintiff.
- (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 Plaintiff 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 Plaintiff 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 Plaintiff 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.

224. Plaintiff Nicholas Leon Murphy 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.

225. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Nicholas Leon Murphy 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 Plaintiffs have been damaged.

FOR AN EIGHTH CAUSE OF ACTION
(Loss of Consortium)

For an Eighth Distinct Cause of Action for Loss of Consortium, Plaintiff Doris Anne Murphy Complains of Defendants, and Alleges as Follows:

226. Plaintiffs incorporate by reference, the preceding paragraphs, where relevant.

227. Plaintiffs Nicholas Leon Murphy and Doris Anne Murphy have been married on February 17, 1961 and at all times relevant to their action were husband and wife.

228. Prior to his injuries as alleged, Plaintiff Nicholas Leon Murphy was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Nicholas Leon Murphy 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 Doris Anne Murphy was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.

229. As a direct and proximate result of the acts of Defendants and/or their “alternate entities” and the severe injuries caused to Plaintiff Nicholas Leon Murphy as set forth herein, Plaintiff’s spouse and co-Plaintiff Doris Anne Murphy 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. Plaintiffs pray judgment against Defendants, their “alternate entities” and each of them, as hereinafter set forth.

FOR A NINTH CAUSE OF ACTION
**(Alter Ego As to United States Fidelity And Guaranty Company,
Zurich American Insurance Company and Enstar (US) Inc.)**

For a Ninth Distinct Cause of Action, Alter Egos Claims, Plaintiffs Complain of Defendants, and Allege as Follows:

230. 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.

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).

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.

231. 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
2. For loss of income or earnings according to proof;
3. For loss of care, comfort and society;
4. For punitive damages according to proof;
5. For Plaintiffs' cost of suit herein;
6. For damages for breach of implied warranty according to proof;
7. For damages for fraudulent misrepresentation according to proof;
8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company);
9. That United States Fidelity And Guaranty Company, Zurich American Insurance Company and Enstar (US) Inc. are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; and
10. 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

October 28, 2020

Columbia, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
NICHOLAS LEON MURPHY, and	)	C/A NO. 2020-CP-40-1364
DORIS ANNE MURPHY,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
COVIL CORPORATION, et al.	)	
	)	
Defendants.	)	
	)	

PLAINTIFFS' RESPONSES TO DEFENDANTS' STANDARD INTERROGATORIES

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

COMES NOW Plaintiffs, Nicholas Leon Murphy and Doris Anne Murphy, by and through their counsel of record, 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:

Plaintiffs object 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 Plaintiffs. Subject thereto and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of testimony. Plaintiffs will provide counsel 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. Plaintiffs further reserve 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:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving these objections, Plaintiffs 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. Plaintiffs further reserve the right to supplement or amend their response to this interrogatory as discovery is ongoing.

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

Nicholas Murphy "Nick" (Plaintiff)

c/o Rachel Gross

Dean Omar Branham Shirley, LLP

Doris Anne Murphy (Plaintiff)

c/o Rachel Gross

Dean Omar Branham Shirley, LLP

Marian Murphy Dudley (Mr. Murphy's Daughter)

7320 River Road

Vanceboro, NC

252-514-1141

Patricia Murphy Wallace (Mr. Murphy's Daughter)

106 E. Forest Trail

South Boston, VA 24592
252-299-8898

Andrew Murphy (Mr. Murphy's Son)
250 Great Swamp Road
Ernul, NC 28527

Edna Murphy Grant (Mr. Murphy's Daughter)
1518 Kingville Road
Trenton, NC 28585
252-229-6326

Graham Murphy (Mr. Murphy's Brother)

Frank Murphy (Mr. Murphy's Brother)

Any coworkers that worked with Mr. Murphy including but not limited to the following and any coworkers identified in any deposition to be taken in this case.

Graham Murphy (Mr. Murphy's Brother)

Hoppy Jones, Sr.

Hoppy Jones, Jr.

Danny Harrison

Russell G. Jamieson

Edward Cornwell

EXPERT WITNESSES

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626-836-9147

Dr. Richard Kradin
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617-726-8491

Dr. Eugene Mark

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**Dr. John C. Maddox
Riverside Regional Medical Center
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**Dr. Jerrold L. Abraham
Upstate University Hospital
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315-464-5540**

**Dr. William Salyer
PSI
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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.

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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. James Robb
11613 Kensington Court
Boca Raton FL 33428-2415
561-901-8243

Dr. Robb is a practicing pathologist with board certifications in anatomic pathology, clinical pathology, dermatopathology and cytopathology. Dr. Robb 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 asbestos, the diseases it causes, the progressive, irreversible effects of asbestos disease and the prognosis for an asbestos-exposed individual. He may also testify concerning the scientific literature on the biological and toxicological effects of asbestos written by himself and others. He may also testify about the body's biological responses to brief exposure to asbestos, the pathogenic effects produced by various asbestos fiber types, including chrysotile, and the 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 may discuss all types of cancer risks from asbestos exposure. Dr. Robb may testify that all exposures are substantial contributing factors to an individual's disease and that there is no known safe level of exposure to asbestos. Dr. Robb'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. Robb may testify that, based on his review of the medical records, diagnosis, pathology and work/exposure history of the Plaintiff/Plaintiff's Decedent, that Plaintiff's/Plaintiff's Decedent's asbestos-related disease was caused by exposure to asbestos. Dr. Robb may testify concerning the clinical course and progression of Plaintiff's/Plaintiff's Decedent's asbestos-related disease. Dr. Robb may also testify regarding Plaintiff/Decedent's past and future reasonable and necessary

medical treatments and costs. Dr. Robb may also discuss and explain the various treatments and procedures undergone or to be undergone by Plaintiff/Plaintiff's Decedent. Dr. Robb may discuss Plaintiff's/Plaintiff's Decedent's prognosis, life expectancy and expected cause of death.

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.

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 mesothelioma 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, mesothelioma, 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, mesothelioma, 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
RMIT University
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Melbourne VIC 3001
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, mesothelioma, 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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**John Templin
Material Analytical Services, Inc.
6568 Federal Way
Boise, ID 83716
562-799-5530**

**William Ewing, C.I.H.
Compass Environmental, Inc.
1751 McCullom Parkway
Kennesaw, GA 30144**

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. Burkhart 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. Burkhart 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. Burkhart 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. Burkhart 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. Burkhart 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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Seattle, WA 98105
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 mesothelioma 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.
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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
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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.
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Senior Consultant: ERI Consulting, Inc.
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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, mesothelioma, 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, mesothelioma, 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, mesothelioma 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.

He will testify, if asked, that Garlock and Cranite gaskets, that he tested, as well as John Crane gaskets and packing, that he tested, were asbestos containing and that the asbestos is not fully encapsulated.

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
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/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 re-aerosolization 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.

Lloyd Higgins

Mr. Lloyd Higgins will testify live or by videotaped deposition as to how, when, and where he was exposed to asbestos during his service in the United States Navy. He will testify that he has malignant mesothelioma, a disease he understands to have been caused by his exposure to asbestos. He will testify as to his education, training, background and credentials relating to his service in the United States Navy. He will testify as to his awareness, or lack thereof, of the hazards of asbestos during the periods in which he was exposed to asbestos in the United States Navy. His testimony is being offered by Plaintiffs in part to show the awareness, or lack thereof, of the hazards of asbestos among Naval elite during the decades of the 1950's, 1960's and 1970's. Please see page line designation from the videotaped deposition of Lloyd Higgins, taken on May 9, 2007 in the case of *Lloyd Higgins and Carol Higgins vs. AGCO Corporation, sued individually and as successor-in-interest to Allis-Chalmers Corporation, et al.*, Cause No. 2007-439, in the Supreme Court of the County of New York, County of Schenectady as follows:

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56	11	56	18
57	17	57	21
60	4	60	11
65	17	65	23
154	19	155	7
156	22	156	25
160	9	160	18

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.

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. Please see his deposition in *Gary Lenz, et al v. Allis Chalmers Corporation, et al*, No. 2007-CP-40-5106, in the Court of Common Pleas, Richland County, South Carolina, dated May 29, 2008.

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.

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. Please see his deposition taken in *Edward Guerra vs. Bondex International, Inc.*, Cause No. BC365479; In the Superior Court, Los Angeles County, California, December 18, 2007. Copies of Mr. Merz's deposition are in plaintiffs' possession and will be made available for inspection upon request.

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. Please see his deposition in *Gerri S. Coogan, the spouse of Jerry D. Coogan, deceased James P. Spurgetis, solely in his capacity as the Personal Representative of the Estate of Jerry D. Coogan, Deceased, v. Borg-Warner Morse Tec, Inc., et al.*, No. 15-2-09504-3, in the Superior Court of Washington for Pierce County, Dated: January 27, 2017.

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. Please see his depositions taken on December 20, 2007 in *Edward Guerra vs. Bondex International, Inc.*, Cause No. BC365479; In the Superior Court, Los Angeles County, California; and June 21, 2011 in *John Cowan, et al v. Agco Corp., et al*, No. MID L-008122 09, in the Superior Court, Middlesex County, New Jersey.

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. Please see his depositions in *Charles White and Barbara Lorton vs. Buffalo Pumps, Inc., et al*, Cause No: 2006-41943, In the District Court of Harris County, Texas, 11th Judicial District, dated February 7, 2007; June 16, 2004 in *Harkin v. American Optical Corporation, et al*; September 1, 2004 in *Waters, et al v. American Standard, Inc., et al*, in the 116th Judicial District, Dallas County, Texas; November 30, 2006 in *Lindquist, et al v. A.O. Smith Corporation, et al*, No. 06-2416, in the Superior Court, Providence County, Rhode Island; May 16, 2006 in *Learn, et al v. American Standard, Inc., et al*, No. BC 330606, in the Superior Court of Los Angeles County, California; May 17, 2006 in *Eaton, et al v. Alfa Laval, Inc, et al*, No. BC CJ-2005-6968, in the District Court of Oklahoma County, Oklahoma; May 17, 2006 in *Robertson, et al v. Alfa Laval, Inc, et al*, No. BC 332170, in the Superior Court of Los Angeles County, California; December 2, 2010 in *Carkhuff, et al v. Alfa Laval, Inc., et al*, No. 08-L-62 and 08-L-38 in the 13th Judicial Circuit Court, Grundy County, Illinois. Please see his deposition in *Lanny Johnson, as Trustee and Next-of-Kin of Roy Hays Johnson, Deceased, v. 3M Company, et al.*, NO. 62CV-15-6345, in the District Court Second Judicial District State of Minnesota – County of Ramsey, Dated: January 24, 2017.

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. Please see his depositions in: September 2, 2004 in *Robert "Bob" Waters and Donald Tucker, et al v. American Standard, Inc, et al*, in the 116th Judicial District Court of Dallas County, TX.

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. Please see his deposition in *Kenneth Balthazar, et al v. A.W. Chesterton Co., et al*, Case No. 06-3620 and *Charles S. McDaniel, et al v. A.W. Chesterton Co., et al*, No. 06-3020, dated April 12, 2007, in the Commonwealth of Massachusetts Superior Court.

Douglas Ware
c/o CBS Corp.

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. Please see his deposition in *Lois Stromberg v. Ametek, Inc., et al.*; No. 2006-12130; in the 11th Judicial District Court of Harris County, Texas, dated October 30, 2007. *Ronald Conda and Janella Conda v. CBS Corporation, f/k/a/ VIACOM, Inc.*, CA No. 62Cv15465, in the District Court Second Judicial District, Dated: 10/22/15. Deposition in *Thomas H. Hayden and Jacqueline S. Hayden v. 3M Company, et al.*, No. 2015-3732, in the Civil District Court for the Parish of Orleans State of Louisiana.

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. Please see his depositions on June 14, 2006 in *Robert Baxter v. Alfa Laval Inc, et al*, No# 05-4314, Commonwealth of Massachusetts, Middlesex; November 19, 2008 in *James Prough, et al v. Allis Chalmers Corporation Product Liability Trust, et al*, CA No. BC389423, in the Superior Court of Los Angeles County, California; July 8, 2009 in *David Kelemen, et al. v.*

Alfa Laval, Inc., et al., CA No. BC384059, in the Superior Court of Los Angeles County, California; March 11, 2010 (Vol. I) and April 14, 2010 (Vol. II) in *Jacoby, et al. v. A.W. Chesterton Co., et al.*, No. 07-3804, in the Superior Court, Middlesex County, Massachusetts; March 22, 2012 (Vol. I) and March 29, 2012 (Vol. II) in *Gerald McCarthy, et al. v. Baltimore Aircoil Company, et al.*, CA No. BC464985, in the Superior Court of Los Angeles, California; July 26, 2012 in *Donald Kent, et al. v. Alfa Laval, Inc., et al.*, CA No. BC473418, in the Superior Court of Los Angeles County, California; and February 26, 2013 in *Estenson, et al v. Borg-Warner Morse Tec, Inc., et al*, No. 11-2-25571-9 SEA, in the Superior Court, King County, Washington, CA No. 15-2441, in the Fourth Judicial District Court for the Parish of Quachita State of Louisiana; February 11, 2016 in *Lynda Berry v. ANCO Insulations, Inc.* Deposition in *Thomas H. Hayden and Jacqueline S. Hayden v. 3M Company, et al.*, No. 2015-3732, in the Civil District Court for the Parish of Orleans State of Louisiana, Dated: May 27, 2016. Please see his deposition in *Lanny Johnson, as Trustee and Next-of-Kin of Roy Hays Johnson, Deceased, v. 3M Company, et al.*, NO. 62CV-15-6345, in the Distric Court Second Judicial District State of Minnesota – County of Ramsey, Dated: January 5, 2017.

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. Please see his deposition in *Richard Merrill, et al v. Alfa Laval, Inc., et al*, No. BC352170, in the Superior Court, Los Angeles County, California, dated January 19, 2007.

Roger J. Hobbie
c/o Eaton Corporation

Mr. Hobbie, corporate representative of Eaton Corporation, individually and as successor-in-interest to the Eaton Corporation will testify live or by deposition regarding his experiences with Eaton Corporation, individually and as successor-in-interest to the Eaton Corporation products. Please see his deposition in *Thomas H. Hayden and Jacqueline S. Hayden v. David Hernandez Dominguez, et al.* No. 2015-3732, Civil District Court for the Parish of Orleans State of Louisiana, Dated: July 12, 2016.

James P. Tucker
c/o Edward Valves, Inc. f/k/a Edward Valve & Manufacturing Company

Mr. Tucker, corporate representative and person most knowledgeable of Edward Valves, Inc. f/k/a Edward Valve & Manufacturing Company will testify live or by video deposition regarding his experience with Edward Valves, Inc. f/k/a Edward Valve & Manufacturing Company, Edward Valves, Inc. f/k/a Edward Valve & Manufacturing Company's knowledge and conduct, and Edward Valves, Inc. f/k/a Edward Valve & Manufacturing Company's products. Please see his depositions in *James Howell vs. Alfa Laval, Inc., et al*, Case No. BC 353761, dated April 24, 2007, in the Superior Court of the State of California for the County of Los Angeles; April 14, 2009 in

Tommy L. Vernon, et al v. 3M Company, et al, In the Superior Court Central District, Los Angeles County, California; and July 30, 2009 in *Thomas Lopez, et al v. Alfa Laval, Inc., et al*, No. BC397242, in the Superior Court, Los Angeles County, California.

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. Please see his depositions taken July 21, 2005 in *Mildred Jones, et al v. Carrier Corp.*, No. 2004-05123, in the 11th District Court, Harris County, Texas; October 11, 2006 in *F.R. Koronczok, et al v. Anderson Greenwood & Co., et al*, No. 2006-07058, in the 11th District Court, Harris County, Texas; and July 23, 2013 in *Lloyd Garvin, et al v. AGCO Corp., et al*, No. 2012-CP-40-6675, Richland County, South Carolina.

Edward Drislane

Friction Materials Standards Institute (FMSI)

23 Woodland Road, Suite B-3

Madison, CT 06443

203-245-8425

Mr. Drislane was the director of the Friction Materials Standards Institute, a trade organization involving manufacturers and distributors of friction products including brakes and clutches. Mr. Drislane is also the custodian of all of the records of the FMSI and is expected to authenticate the documents generated by that organization as well as testify regarding the distribution of those documents to the member organizations. Mr. Drislane will testify regarding the formation and activities of the Asbestos Study Committee which was developed to investigate and formulate policy on the friction companies' response to the awareness of the health hazards associated with asbestos in brakes. He will further testify about efforts made by the organization to influence OSHA and OSHA's adoption of standards regarding the inclusion of warnings on packaged products containing asbestos. Copies of Mr. Drislane's prior deposition testimony in Plaintiff's possession will be made available for inspection upon request. Please see, for example, his depositions taken August 23, 1982 in *Hughes v. Johns-Manville*; October 24, 2002 in *Cutright v. A-Best Products Co.*; and July 23, 1999 in *Book v. Asbestos Defendants*. Please see Deposition taken in August 12, 1982 in *Hughes v. Johns-Manville and Nancy W. Rees*, No. 4530 (811), No. 80-0662, No. 80-4034, in the United States District Court, Eastern District of Pennsylvania.

The following are **Foster Wheeler Energy Corporation** persons with knowledge of relevant facts, who will appear by prior written deposition at any all trials against Foster Wheeler Energy Corporation, some of whom will offer expert testimony and some of whom will offer factual testimony. Most of the transcripts were provided by Foster Wheeler Energy Corporation 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 Foster Wheeler Energy Corporation. They may be contacted by and through the attorney of record who represented them at the deposition:

- Robert W. Heckman, deposition taken July 11, 1989 in *Donald E. Short v. GAF Corporation et al.*, US District Court, Western District of Pennsylvania.
- James W. Egan, deposition taken July 12, 1989 in *Donald E. Short v. GAF Corporation et al.*, US District Court, Western District of Pennsylvania.
- Leslie A. Mattia, deposition taken July 27, 1989 in *Donald E. Short v. GAF Corporation et al.*, US District Court, Western District of Pennsylvania.
- Michael Kelly, deposition taken October 3, 1989 in *Nicola Spino v. Alltite Gasket Company et al.*, Superior Court of New Jersey Law Division, Middlesex County.
- Justin Winkin, deposition taken December 20, 1989 in *Nicola Spino v. Alltite Gasket Company et al.*, Superior Court of New Jersey Law Division, Middlesex County.
- Walter Loza, deposition taken February 6, 1991 in *Pirrong v. Alltite Gasket Company*, Superior Court of New Jersey, Law Division, Middlesex County.
- Robert F. Tracey, depositions taken June 26, 2008 in *Betty McBride, et al v. A.W. Chesterton Company, et al*, No. 07-002192, in the 14th Judicial Circuit Court, Bay County, Florida and April 15, 2009 in *Georgette Grau, et al v. Alfa Laval, Inc., et al*, No. L-7959-07, in the Superior Court, Middlesex County, New Jersey. Videotaped Deposition taken February 17, 2016, in in *Lynda Berry v. ANCO Insulations, Inc., et al.*, Case No. 15-24441, Fourth Judicial District, Ouachita Parish, Louisiana. Please see his deposition in *Ronald Conda and Janella Conda v. CBS Corporation, f/k/a/ VIACOM, Inc.*, CA No. 62Cv15465, in the District Court Second Judicial District, Dated: 11/18/2015. Please see his deposition on August 23, 2016 from *Thomas H. Hayden and Jacqueline S. Hayden v. 3M Company, et. al*, No. 2015-3732 in the Civil district court of the Parish of Orleans, State of Louisiana.

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. Please see his June 20, 2008 deposition and April 22, 2009 trial testimony in *Betty McBride, et al vs. A.W. Chesterton Company, et al*, No. 07-002192-CA, in the Circuit Court, Broward County, Florida.

Roger Finnamore
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. Please see his deposition taken January 5, 2010 in *Kysiak, et al v. Autozone, Inc., et al*, No. 2009-27938-ASB, in the 11th Judicial District Court, Harris County, Texas. Please see his deposition in *William Clark and Joan Clark, v. A.W. Chesterton Company, et al.*, No. CGC-03-433912, in The Superior Court of San Francisco County, State of California, Dated: June 9, 2005.

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. Please see his depositions taken December 1, 2006 in *Provencher, et al v. Albert's Hardware, Inc.*, No. 06-1600, in the Superior Court, Middlesex County, Massachusetts; and November 13, 2008 in *Prough, et al v. Allis Chalmers Corporation, et al*, No. BC389423, in the Superior Court, Los Angeles County, California.

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.

The following are **Goodyear Tire & Rubber Company** person(s) with knowledge of relevant facts, who will appear by prior written deposition at any all trials against Goodyear Tire & Rubber Company, some of whom will offer expert testimony and some of whom will offer factual testimony. Most of the transcripts were provided by Goodyear Tire & Rubber 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 Goodyear Tire & Rubber Company. They may be contacted by and through the attorney of record who represented them at the deposition:

- Mr. Holthouser, corporate representative and person most knowledgeable of Goodyear Tire & Rubber Company will testify live or by video deposition regarding his experience with Goodyear, Goodyear knowledge and conduct, and Goodyear products. Please see his deposition in *Vicki Lynn Rogers v. The Goodyear Tire & Rubber Company, et al*, Cause No: CC-10-03294-E, In the District Court of Harris County, Texas, 11th Judicial District, dated: July 22, 2014. Please see deposition taken in *Thomas Hayden and Jacqueline S. Hayden vs. 3m Company, et al*. Case No. 2015-3732 Civil Court for the Parish of Orleans State of Louisiana, Dated: June 28, 2016.
- Dr. Clifford Johnson deposition taken November 12, 1991 in *Cunningham, et al v. Eagle Picher Industries, Inc.*, No. 150433, in the Common Pleas Court, Cuyahoga County, Ohio; and deposition taken February 24, 1998.
- Byron H. Frantz, taken on March 29, 2016 in *Jimmy D. Tracy and Lynda Tracy v. Asbestos Corporation Limited, et al*. No. 15-CV-01000-JFL-002 in the Superior Court of Floyd County State of Georgia.

Ernest W. DeMarse
c/o Goodyear Tire & Rubber Company

Mr. DeMarse, corporate representative and person most knowledgeable of Goodyear Tire & Rubber Company (and any predecessor or successors) will testify live or by deposition regarding his experience with Goodyear Tire & Rubber Company (and any predecessor or successors), Goodyear Tire & Rubber Company's (and any predecessor or successors) knowledge and conduct, and Goodyear Tire & Rubber Company's (and any predecessor or successors) products. Mr. DeMarse also has knowledge regarding **Crane Co.** and **Durabla Manufacturing Company**. Please see his depositions in *Kelley & Ferraro-Group 5 Asbestos*, in the Court of Common Pleas, Cuyahoga County, Ohio on December 12, 2001; *John McNamara, et al v. Bondex International, Inc., et al*, No. BC342803, in the Superior Court, Los Angeles County, California on June 13, 2006; and *Chomo, et al v. American Standard, Inc., et al*, No. BC 362159, in the Superior Court, Los Angeles County, California on July 24, 2007.

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. Please see his deposition in *Charles White and Barbara Lorton vs. Buffalo Pumps, Inc., et al*, Cause No: 2006-41943, In the District Court of Harris County, Texas, 11th Judicial District, dated February 1st, 2007.

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. Please see his deposition taken October 24, 2012 in *Hill, et al v. Waco, Inc., et al*, in the Circuit Court, Newport News, VA.

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. Please see his deposition in *Richard Merrill and Tamara Merrill vs. Alfa Laval, Inc., et al*, Case No. BC 352170, Volumes 1 and 2, January 9 & 18, 2007, Superior Court for the State of California for the County of Los Angeles. Please also see his deposition in *Kenneth Balthazar, et al v. A.W. Chesterton Co., et al*, Case No. 06-3620 and *Charles S. McDaniel, et al v. A.W. Chesterton Co., et al*, No. 06-3020, dated April 5, 2007, in the Commonwealth of Massachusetts Superior Court.

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. Please see his deposition in *Schlotfeldt, et al v. Alfa Laval, Inc., et al*, No. 07-2-12398-9SEA, in the Superior Court of King County, Washington, dated October 15, 2008. Deposition taken February 4, 2016 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. Please see his Deposition in *Lanny Johnson, as Trustee and Next-of-Kin of, Roy Hays Johnson, Deceased, v. 3M Company, et al.*, No. 62CV-15-6345, in the District Court Second Judicial District, State of Minnesota County of Ramsey, Dated: February 1, 2017.

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. Please see his depositions in *In Re: New York State Asbestos Litigation*, in the Supreme Court of New York, dated April 30, 2002; and *Schlotfeldt, et al v. Alfa Laval, Inc., et al*, No. 07-2-12398-9SEA, in the Superior Court of King County, Washington, dated October 14, 2008.

George Reulet

c/o Marley Cooling Towers (SPX)

Please see his deposition taken on March 14, 2006 in *Cosimo E. Abreo, et al. v. McCarty Corporation, et al.*; 18th Judicial District Court Parish of West Baton Rouge, Louisiana. Case No. 27-020.

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. Please see his depositions taken in *Heather Von St. James, et al v. 3M Corporation, et al*, No. C5-06-50535, in the 2nd Judicial District Court, Ramsey County, Minnesota on January 7, 2009.

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. Please see his deposition dated April 9, 2009 in *Gary Lenz, et al v. Allis Chalmers Corporation, et al*, No. 2007-CP-40-5106, in the Common Pleas Court, Richland County, South Carolina.

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. Please see his depositions dated January 7, 2005 in *Joseph A. Simonetta, et al v. Saberhagen Holdings, Inc., et al*, No. 04-2-02874-4, in the Superior Court, King County, Washington; October 20, 2005 in *Betty Riggie, et al v. Allis-Chalmers Corporation, et al*, No. 2004-03964, in the District Court, Harris County, Texas; and May 4, 2006 (Vol. 1) and May 22, 2006 (Vol. 2) in *Harold F. Payne, et al vs. Saberhagen Holdings, Inc., et al*, No. 05-2-35924-2, in the Superior Court, King County, Washington.

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. Please see his depositions dated September 1, 2004 in *Janet Lorenzini, et al v. A.W. Chesterton Company, et al*, No. RG-03088740, in the Superior Court, Alameda County, California; July 19, 2005 in *Helen Griffin, et al v. Buffalo Pumps, Inc., et al*, No. BC307929, in the Superior Court, Los Angeles County, California; November 1, 2005 in *Elmer Brodnax v. Agco Corporation, et al*, No. BC327773, in the Superior Court, Los Angeles County, California; and May 9, 2008 in *Arleen Pellegal v. Northrop Grumman Ship Systems, et al*, No. 07-7749, in the Civil District Court, Orleans Parish, Louisiana.

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. Please see his depositions taken December 29, 2004 in *Robert "Bob" Waters et al. v. American Standard et al.*, Dallas County, TX, Cause No. DV03-05009-D and April 13, 2007 in *James Howell v. Alfa Laval, Inc., et al*, No. BC353761, in the Superior Court of Los Angeles County, California. Please see deposition taken September 15, 2009 in *Charles Leonard Willis and Loretta Willis vs. Alcan Products Corporation* in the District court, 11th Judicial District Harris County, Texas. Please see his Deposition in *Thomas H. Hayden and Jacqueline S. Hayden v. 3M Company, et. al*. No. 2015-3732, Civil District Court for the Parish of Orleans, State of Louisiana, Dated: July 13, 2016.

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 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:

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs answer 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. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

INTERROGATORY NO. 4:

Identify all documents of which Plaintiffs have 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, Plaintiffs Nicholas Murphy and Doris Murphy have no knowledge of medical articles, medical journals, case reports, textbooks, abstracts, or synopses which relate to "state of the art."

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:

Plaintiffs object that this interrogatory requires the Plaintiffs to marshal the entirety of their evidence and such is not required pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs also state that they are not aware of every potential witness and as such cannot speculate. Subject to and without waiving these objections, please see Plaintiffs Answer to Standard Interrogatory No. 2 above, and any Supplemental Answers to this interrogatory. Additionally, Plaintiffs respond as follows:

Nicholas Murphy (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 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.

Doris Murphy (Plaintiff)

Doris Murphy, wife of Plaintiff Nicholas Murphy, will testify, live as to the changes that have occurred to her husband's physical and mental health (including, but not limited to her husband's heightened fear of the progression of his asbestos-related cancer), as well as the changes that occurred in his lifestyle and marital relationship 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 due to her husband's asbestos-related disease, as well as loss of society, comfort, and loss of household services. She may also testify as to any other matter relevant to this cause of action.

Marian Murphy Dudley (Mr. Murphy's Daughter)

Marian Dudley, daughter of Plaintiff Nicholas Murphy 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 their 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 he has sustained and/or incurred and may

sustain and/or incur in the future due to her father's asbestos-related disease. He may also testify as to any other matter relevant to this cause of action.

Patricia Murphy Wallace (Mr. Murphy's Daughter)

Patricia Wallace, daughter of Plaintiff Nicholas Murphy 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 their 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 he has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. He may also testify as to any other matter relevant to this cause of action.

Andrew Murphy (Mr. Murphy's Son)

Andrew Murphy, son of Plaintiff Nicholas Murphy will testify, live or by deposition as to the changes that occurred to his father's physical and mental health (including, but not limited to their 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 son as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. He may testify about the physical pain and suffering, and mental anguish, that he has sustained and/or incurred and may sustain and/or incur in the future due to his father's asbestos-related disease. He may also testify as to any other matter relevant to this cause of action.

Edna Murphy Grant (Mr. Murphy's Daughter)

Edna Grant, daughter of Plaintiff Nicholas Murphy 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 their 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 he has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. He may also testify as to any other matter relevant to this cause of action.

Dr. Vivian M. Peterson, Internist

CarolinaEast Medical Center
2000 Neuse Blvd.
New Bern, NC 28560
(252) 633-8111

Dr. Michael E. Halligan, Thoracic Surgeon

CarolinaEast Cardiac, Thoracic and Vascular Surgery
960 Newman Rd.
New Bern, NC 28562

(252) 633-6730

Dr. Kent Lucas, Internist
Dr. David Maybee, Internist

New Bern Internal Medicine
702 Newman Rd.
New Bern, NC 28562
(252) 633-5333

Dr. Rick Gorman, Oncology
CarolinaEast Hematology Oncology Associates
1010 Medical Park Ave.
New Bern, NC 28562
(252) 636-5135

CarolinaEast Medical Center
2000 Neuse Blvd.
New Bern, NC 28560
(252) 633-8058

Coastal Carolina Health Care, P.A.
1020 Medical Park Ave.
New Bern, NC 28562
(252) 514-6685

These doctors may testify, live or by deposition, concerning their examination and treatment of Decedent 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 Decedent and the progression of Decedent's disease that occurred since his last examination. Additionally, they may testify that 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 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 Decedent's asbestos-related disease in causing and/or precipitating Plaintiff's illnesses and/or resulting death. They may testify that Decedent 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 Decedent, including his mental state. They may testify concerning the reasonable and necessary medical expenses the Decedent has incurred as a result of his asbestos-related disease. A copy of these doctors' records, currently in Plaintiffs' 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. Murphy and any coworkers identified in any deposition to be taken in this case.

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:

Plaintiffs object to this interrogatory as unduly burdensome and premature. Subject to and without waiving this objection, Plaintiffs state that they have not yet made determinations 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:

Plaintiffs hereby incorporate their objections and response, including any supplemental responses, to Standard 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:

Plaintiffs object 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, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs agree 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 Plaintiffs rely in alleging that Plaintiffs are 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:

Plaintiffs object 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. Murphy was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Murphy, 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. Plaintiffs also refer Defendants to the exhibits accompanying these responses. Plaintiffs reserve 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:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' 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. Plaintiffs further reserve 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:

Plaintiffs object 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, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs specifically reserve 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 Plaintiffs believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiffs object 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, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs specifically reserve 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:

Plaintiffs object 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. Implied warranties attach to the sales of every product or service occurring in South Carolina. Further, Plaintiffs will provide Defendants with exhibit lists detailing all documentary evidence Plaintiffs will seek to admit at trial, 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:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' 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. Plaintiffs further reserve the right to supplement or amend this answer should responsive documents come to light.

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:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' 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. Murphy was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Murphy 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. Murphy 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. Murphy and others. Discovery is ongoing and Plaintiffs reserve 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:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' 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. Murphy was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Murphy 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. Murphy 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. Murphy and others. Discovery is ongoing and Plaintiffs reserve 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:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs 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. Murphy was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Murphy 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. Murphy 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. Murphy 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:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' 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. Murphy 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. Murphy was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Murphy 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. Murphy 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. Murphy and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 19:

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

ANSWER:

Plaintiffs object 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 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. Murphy was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Murphy 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. Murphy 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. Murphy and others. Discovery is ongoing and Plaintiffs reserve 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:

Plaintiffs object 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 Plaintiffs documents they 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. Murphy was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Murphy was exposed. Despite this knowledge, the Defendants failed to warn Mr. Murphy 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. Murphy 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. Murphy 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:

Plaintiffs object 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 Plaintiffs documents they 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. Murphy was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Murphy was exposed. Despite this knowledge, the Defendants failed to warn Mr. Murphy 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. Murphy 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. Murphy 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's 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:

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs answer 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. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

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. Murphy was exposed.

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:

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs answer 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. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

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:

Plaintiffs object 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, Plaintiffs are 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. Plaintiffs reserve 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, Plaintiffs are 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:

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.

RESPONSES TO REQUEST FOR PRODUCTION

REQUEST NO. 1:

All documents identified in response to the foregoing Interrogatories.

RESPONSE:

Plaintiffs object 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 (Plaintiffs' Document Production), previously produced.

REQUEST NO. 2:

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

RESPONSE:

Plaintiffs object 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), previously produced.

REQUEST NO. 3:

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

RESPONSE:

Plaintiffs object 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 A (Plaintiffs' Document Production) attached hereto which contains an authorization for defendants to obtain plaintiff's Social Security itemized statement of earnings.

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 Plaintiffs' claims for damages suffered as a result of acts of any of the defendants.

RESPONSE:

Plaintiffs object 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, Plaintiffs know 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:

Plaintiffs object 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), previously produced. Beyond the correspondences contained in Exhibit 1, Plaintiffs have 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:

Please see Exhibit 1 (Plaintiffs' Document Production), previously produced.

REQUEST NO. 7:

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

RESPONSE:

Plaintiffs object 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), previously produced. Plaintiffs have no knowledge of further responsive documents.

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 he 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 (Plaintiffs' Document Production), previously produced, which includes the pathology report regarding Mr. Murphy'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. 10:

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

RESPONSE:

Please see Exhibit 1 (Plaintiffs' Document Production), previously produced, which includes the pathology report regarding Mr. Murphy'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:

Plaintiffs do not yet have any records on Plaintiffs from the Social Security Administration. Please see previously produced Exhibit 1 which includes fully executed authorizations for work records and earnings statements from the Social Security Administration on the 2019 updated authorization form allowing Defendants to obtain same.

Respectfully submitted,

/s/ Jonathan H. Holder

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ATTORNEYS FOR PLAINTIFF

April 10, 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 10th day of April 2020.

/s/ Teresa Gilliland
Teresa Gilliland, Paralegal

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
C/A No. 2020-CP-40-01364

MARIAN MURPHY DUDLEY, as)
Executor of the Estate of NICHOLAS)
LEON MURPHY, Deceased, and DORIS)
ANNE MURPHY, Individually,)
)
Plaintiffs,)
v.)
)
COVIL 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 Plaintiffs' claims based on a lack of sufficient evidence of exposure to asbestos attributable to Covil.

INTRODUCTION

Plaintiffs allege that Covil and other defendants manufactured or are associated with asbestos-containing products that caused decedent Nicholas Leon Murphy to develop mesothelioma. (*See generally* Third Am. Compl. ¶¶ 95–100). Plaintiffs, however, have not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Murphy's alleged asbestos exposure. Covil asks that the Court enter summary judgment in Covil's favor.

FACTUAL BACKGROUND

Plaintiffs claim that Mr. Murphy was exposed to asbestos at numerous job sites in North Carolina and South Carolina from the 1970s to the early 1980s. (*Id.* ¶¶ 97–100). The majority

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of his work was as a welder and pipefitter at industrial plants. (*Id.* ¶ 98).

Plaintiffs' written discovery responses make the same assertions about Mr. Murphy's alleged asbestos exposure. (See Pls.' Suppl. Resps. to Standard Interrogs. at 2–3 & Ex. A (attached as Ex. 1)). Those responses do not mention any product allegedly installed, supplied, or disturbed by Covil.

Mr. Murphy was deposed in this case over six days in April and May 2020. During his deposition, Mr. Murphy discussed his alleged exposure to asbestos-containing products at length. At no point during the deposition did Mr. Murphy identify or mention Covil.

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 Plaintiffs 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*, Plaintiffs must produce evidence that Mr. Murphy was exposed in proximity to asbestos dust from an asbestos-containing product supplied or installed by Covil on a regular basis, over an extended period of time. Plaintiffs cannot meet that burden here. They have offered no evidence that Mr. Murphy 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. Murphy 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.

II. Plaintiffs Are Not Entitled to Punitive Damages.

Plaintiffs contend that they are entitled to punitive damages. (Third Am. Compl. ¶¶ 176, 240 & Prayer for Relief ¶ 5). Under South Carolina law, punitive damages may be awarded if the defendant acted willfully, wantonly, or in reckless disregard of the plaintiff’s rights. *McCourt v. Abernathy*, 301 S.C. 301, 308, 457 S.E.2d 603, 607 (1995); S.C. Code Ann. § 15-32-520D. A plaintiff has the burden of proving punitive damages by clear and convincing evidence. S.C. Code Ann. § 15-33-135.

Plaintiffs lack evidence to sustain a claim for punitive damages against Covil. Even if there was evidence that Mr. Murphy was actually exposed to asbestos attributable to Covil, which there is not, there is no evidence of fraud or malice on the part of Covil, and no evidence that any conduct of Covil was willful, wanton, or reckless. Accordingly, even if the Court does not grant Covil’s motion for summary judgment in its entirety, Plaintiffs’ claim for punitive damages against Covil should be dismissed.

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 12th day of October, 2021.

/s/ Ashley K. Brathwaite
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S.C. State Bar No. 76952
Ellis & Winters LLP
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Counsel for Defendant Covil Corporation

Nicholas Leon Murphy
April 28, 2020

1

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1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT

2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND

3 NICHOLAS LEON MURPHY,)
4 AND DORIS ANNE MURPHY,)
5 Plaintiffs,) C/A NO. 2020-CP-40-1364
6)
7 V.) In re: Asbestos
8) personal jury litigation
9 COVIL CORPORATION,) Coordinated docket
10 et al.,)
11 Defendants.)

12 -----
13 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
14 NICHOLAS LEON MURPHY
15 April 28, 2020
16 VOLUME 1
17 (Reported remotely in
18 Denton County, Texas)
19 -----

20 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
21 NICHOLAS LEON MURPHY, produced as a witness at the
22 instance of the Plaintiffs, taken in the above-styled
23 and -numbered cause on April 28, 2020, from 9:03 a.m. to
24 12:24 p.m. CDT, before Jamie K. Israelow, a Certified
25 Shorthand Reporter in and for the State of Texas,
Registered Merit Reporter and Certified Realtime
Reporter, reported in machine shorthand, with the
witness appearing remotely 1207 Brices Creek Road, in
the City of New Bern, County of Craven and State of
North Carolina, pursuant to the Texas Supreme Court
First Emergency Order Regarding the COVID-19 State of
Disaster and the provisions stated on the record or
attached hereto; that the deposition shall be read and
signed before any notary public.

PLAINTIFF'S
EXHIBIT

26F

Nicholas Leon Murphy
April 28, 2020

2 to 5

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1 INDEX Page 10 2 PAGE 2 Appearances 2-9 3 Stipulations 10 4 NICHOLAS LEON MURPHY 5 EXAMINATION BY MS. GROSS 15 6 7 Corrections and Signature 99 8 Reporter's Certificate 101 9 10 EXHIBITS 11 (Provided electronically to the reporter) 12 NO. DESCRIPTION PAGE 13 Exhibit 1 Color copy of photograph 17 14 Exhibit 2 Map of Bowater plant 46 15 Exhibit 3 Color copy of photograph 92 16 Exhibit 4 Color copy of photograph 94 17 18 19 20 21 22 23 24 25	Page 12 1 those defenses include those for personal jurisdiction 2 and would also include any door closing, not to waive 3 that as well. 4 MS. GROSS: Sure. 5 DEFENSE COUNSEL: I think all defendants 6 would join. 7 DEFENSE COUNSEL: True. 8 MS. GROSS: That's fine. Fine with me. 9 All right. I don't have anything else, unless the 10 defendants do. I'm ready to get started. Can you hear 11 us, just not on the video record as well, again, unless 12 somebody objects to that? 13 Great. 14 THE REPORTER: Travis, are you going to 15 say your -- you get to go first. 16 (On the video record.) 17 THE VIDEOGRAPHER: Is everybody ready to 18 go on the video? 19 MS. GROSS: We are. 20 THE VIDEOGRAPHER: All right. One moment. 21 We are now on the record. Participants 22 should be aware that this proceeding is being recorded 23 and, as such, all conversations held will be recorded 24 unless there is a request and agreement to go off the 25 record. Private conversations and/or attorney-client
Page 11 1 PROCEEDINGS 2 (On the stenographic record 3 only at 9:03 a.m.) 4 MS. GROSS: All right. So, before we get 5 started today, Rachel Gross here on behalf of Mr. Murphy 6 this morning. Plaintiffs have a couple of stipulations 7 that we're going to put on the record with everybody, 8 first being that all objections -- well, I guess, that 9 this deposition is taken pursuant to the Rules of South 10 Carolina. 11 The second is that all objections, except 12 those as to the form of the question or the 13 responsiveness, are reserved until the time of trial. 14 And third -- I'm sure somebody is going to 15 want to word this differently than me -- an appearance 16 here today does not waive any defenses that they may or 17 may not have. 18 And I guess fourth is one objection by one 19 defendant is good for all, unless somebody specifically 20 wants to opt out. 21 Did I miss anything or do you guys want to 22 tweak the words to anything before we get started? 23 DEFENSE COUNSEL: Rachel, this is Will 24 Early. 25 Madam Court Reporter, I want to make sure	Page 13 1 interactions should be held outside the presence of the 2 remote interface. 3 A link to the recording will be available 4 to all parties to the case for up to 90 days from 5 today's date provided the requesting party has purchased 6 a certified copy of the transcript. 7 This is the remote video-recorded 8 deposition of Nicholas Murphy being taken by counsel for 9 the plaintiff. Today's date is Tuesday, April 28th, 10 2020. The time is now 14:06 in the UTC time zone. 11 We are here in the matter of Murphy versus 12 Covil Corporation, et al. My name is Travis Jewell, 13 remote video technician on behalf of US Legal Support, 14 located at 16825 Northchase Drive, Houston, Texas. I am 15 not related to any party in this action nor am I 16 financially interested in the outcome. 17 At this time, will the reporter, Jamie 18 Israelow, on behalf of US Legal Support, please enter 19 the statement for the remote proceedings into the 20 record. 21 THE REPORTER: The attorneys participating 22 in this deposition acknowledge that I am not physically 23 present in the deposition room and that I will be 24 reporting this deposition remotely. They further 25 acknowledge that, in lieu of an oath administered in

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Page 14 1 person, I will administer the oath remotely. This 2 arrangement is pursuant to the Texas Supreme Court First 3 Emergency Order Regarding the COVID-19 State of 4 Disaster. The parties and their counsel consent to this 5 arrangement and waive any objections to this manner of 6 reporting. 7 Please indicate your agreement by stating 8 your name and agreement on the record. 9 MS. GROSS: Rachel Gross, agreed. 10 MR. DOUGALL: Tom Dougall, agreed. 11 MR. MERIWETHER: Robert Meriwether, 12 agreed. 13 MR. BAKER: Chuck Baker, agreed. 14 MR. HERNS: Louis Herns agrees. 15 MR. TRAYLOR: David Traylor agrees. 16 MR. MCDONALD: Mott McDonald, agreed. 17 MS. SHOFNER: Elaine -- 18 MR. NELSON: Joe Nelson agrees. 19 MS. SHOFNER: Elaine Shofner, agreed. 20 DEFENSE COUNSEL: Agrees. 21 (Overlapping speakers.) 22 DEFENSE COUNSEL: Agrees. 23 DEFENSE COUNSEL: Agrees. 24 MS. GROSS: Everybody agrees? 25 DEFENSE COUNSEL: Yes.	Page 16 1 Q. Can you go ahead and introduce yourself to 2 everybody? 3 A. Okay. I'm Nicholas L. Murphy, 1207 Brices 4 Creek Road, 28560, ZIP code. Resident of New Bern 5 81-plus -- 80-plus years. 6 Q. Okay. Mr. Murphy, have you ever done anything 7 like this before? 8 A. Not on this computer, no. 9 Q. Have you ever given anything even remotely 10 resembling a deposition before, whether or not you're in 11 front of a computer? 12 A. No. 13 Q. Okay. Are you a little nervous this morning? 14 A. This is sort of new to me. You should get 15 (connection interruption) some water for -- 16 Q. Me, too. I think the best way is let's start 17 off with some easy questions this morning. Okay? 18 A. All right. 19 Q. If you ever have any issue hearing me, just 20 because we're doing everything over the computer -- I 21 have a pretty natural loud voice, but if you ever do 22 have an issue hearing me, just let me know. Okay? 23 A. Okay. 24 Q. All right. You live in New Bern, correct, sir? 25 A. Right. Yes, ma'am.
Page 15 1 MS. GROSS: Okay. Great. 2 THE REPORTER: Does the witness have his 3 ID present? 4 MS. GROSS: Mr. Murphy, do you have your 5 driver's license? 6 THE WITNESS: I can get it. It's in the 7 other room. Can you see it? 8 THE REPORTER: Can you hold it up higher 9 so I can see it in the camera, closer to the camera? 10 MS. GROSS: Hold it up, Mr. Murphy. There 11 you go. Now, back it away from the screen just a tiny 12 bit. There you go. Perfect. 13 THE REPORTER: Thank you. 14 MS. GROSS: You can put it down now. 15 THE REPORTER: Okay. Raise your right 16 hand, Mr. Murphy. 17 NICHOLAS LEON MURPHY, 18 having been first duly sworn, testified as follows: 19 EXAMINATION 20 BY MS. GROSS: 21 Q. All right. You can put your hand down, 22 Mr. Murphy. 23 A. (Witness complies.) 24 Q. Okay. Good morning, Mr. Murphy. 25 A. Good morning.	Page 17 1 Q. How long have you lived in New Bern? 2 A. For 80 -- 80 -- September I will be 81 and I've 3 been here till then. 4 Q. So you've lived in New Bern your entire life, 5 about, correct? 6 A. Correct. 7 Q. Okay. Sir, growing up in New Bern, did you 8 have any brothers and sisters? 9 A. Yes. 10 Q. How many did you have? 11 A. Nine brothers and five sisters. 12 Q. Okay. 14 siblings, huh? 13 A. Right, with two parents. 14 Q. With two parents. Okay. Tell us -- tell us, 15 sir, what did your parents do for a living while you 16 were growing up? 17 A. Farmers. They owned a farm. 18 Q. Are you married? 19 A. Yes, I'm married. 20 Q. What's your wife's name? 21 A. Doris Anne Carroll Murphy. 22 MS. GROSS: Can we go ahead and put up 23 Exhibit 1, which should be the photo of Mr. Murphy and 24 his wife, Doris? 25 Q. (By Ms. Gross) Hang tight, Mr. Murphy. Okay?

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Page 18 1 A. Okay. 2 THE VIDEOGRAPHER: One second. 3 MS. GROSS: Sure. 4 Q. (By Ms. Gross) Okay. Mr. Murphy, do you see 5 that photo on your computer? 6 A. Yes, ma'am. 7 MS. GROSS: Does everybody else see that 8 photo on their computer? 9 DEFENSE COUNSEL: Yes. 10 DEFENSE COUNSEL: It's working. 11 Q. (By Ms. Gross) Perfect. Okay. Mr. Murphy, is 12 this a photo of you and your wife? 13 A. Yes. 14 Q. Do you and Doris have any children? 15 A. Yes. 16 Q. How many children do you and Doris have? 17 A. We have four living and one dead son. The 18 first one was born with a collapsed lung, but we've got 19 four, three girls and one boy now. 20 Q. Did that one that was born with a collapsed 21 lung only live for a few days? 22 A. I believe it was about a day and a half. 23 MS. GROSS: All right. You can go ahead 24 and take that photo down, please. Thank you. 25 Q. (By Ms. Gross) Okay. Mr. Murphy, do you know	Page 20 1 A. Yes. 2 DEFENSE COUNSEL: Same objection. 3 A. Asbestos is what -- they told me that's the 4 only way I could have gotten this is from asbestos. 5 Q. (By Ms. Gross) All right. And when your 6 doctors told you, sir, that you had asbestos, did you go 7 back and think about all of the places and all of the 8 ways you may have been exposed to asbestos throughout 9 your life? 10 A. Yeah, I thought about it when I went to the 11 hospital. 12 Q. Okay. All right. So we're going to talk about 13 that today. Okay? The jury is going to hear later on 14 about asbestos exposures from years ago and sometimes 15 even decades ago. Okay? 16 So I want to spend the next hour or so 17 really talking to you about the work you've done 18 throughout your life, probably going all the way back to 19 high school. Okay? 20 A. Okay. 21 Q. All right. So let's start at the beginning. 22 What is the last grade you completed in 23 school, sir? 24 A. Nine. 25 Q. Ninth grade. Okay. What did you do after
Page 19 1 why we are here today? 2 A. Yes, ma'am. 3 Q. Do you have cancer, sir? 4 A. Yes. 5 Q. Do you know what kind of cancer you have? 6 A. Yes, mesothelioma. I can't pronounce it, but 7 that's what it is. 8 Q. Mesothelioma? 9 A. Yeah. 10 Q. Mr. Murphy, did any of your doctors ever tell 11 you what might have caused your mesothelioma? 12 A. Yes, they have. 13 DEFENSE COUNSEL: Object, form. 14 Q. (By Ms. Gross) Every now and then, you're 15 going to hear an objection from somebody on the 16 computer. Just keep going. Okay? 17 All right. So let me ask it one more 18 time: Did any of your doctors ever tell you what might 19 have caused your mesothelioma? 20 A. Yes. 21 DEFENSE COUNSEL: Same objection. 22 A. Both doctors told me that it was from -- I 23 can't even think of it. 24 Q. (By Ms. Gross) Did they tell you it was from 25 asbestos?	Page 21 1 Grade 9? 2 A. I went into the military. 3 Q. What branch of the military did you serve in, 4 sir? 5 A. Army. 6 Q. Where did you serve when you were in the Army? 7 A. I went to Fort Jackson in South Carolina for 8 basic training. Then I went to Korea, spent about close 9 to a year over there. 10 Q. You were in Korea, you said, close to a year? 11 A. Yes. 12 Q. What years, about, did you serve in the Army, 13 sir? 14 A. In 19- -- I went in in '50. 15 Q. Do you remember when you left the Army, when 16 you got back? 17 A. Yes. I got out in January -- I got out 18 December the 23rd of '07. Not '07. Of -- 19 Q. Let me help you out here. Let me help you out. 20 Did you get back from the Army in about 21 1960? Does that sound right? 22 A. Yes. I joined the Army in '60 and then I came 23 back -- I got out of the Army in '61. 24 Q. Were you on -- go ahead. 25 A. Discharged.

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Page 22 1 Q. Okay. That's what I was going to ask you. 2 Were you honorably discharged, sir? 3 A. Yeah. 4 Q. All right. Now, when you got back from Korea, 5 what did you do for work? 6 A. I worked on the farm, my farm. 7 Q. Was it your parents' farm? 8 A. Yes. 9 Q. So I know that when you got back from Korea and 10 you went to farming, after you did that, you had some 11 jobs when you got back to North Carolina, but I want to 12 focus on some of your work later. 13 I know you moved out of North Carolina for 14 a little bit and came back; is that right? 15 A. Yes. 16 Q. When did you return, about, to North Carolina, 17 sir? 18 A. I came back -- you know what? My mind is going 19 blank. 20 Q. That's okay. Did something major happen in 21 your life that caused you to move back to North 22 Carolina? 23 A. Yes. 24 Q. What happened? 25 A. My mother died.	Page 24 1 Q. Okay. Who was your employer, Mr. Murphy, while 2 you were doing this everyday job at Weyerhaeuser? 3 A. It was Daniels Construction. I worked for 4 Daniels and Brown & Root. 5 Q. Daniel and Brown & Root? 6 A. Yes. 7 Q. Okay. Perfect. When you were at Weyerhaeuser 8 every day, sir, what was your job? 9 A. I was a welder. 10 Q. Did you do anything else besides welding? 11 A. Whatever come up in my way where I was working, 12 I done it. 13 Q. Were you ever a pipefitter in addition to a 14 welder? 15 A. Yes. 16 DEFENSE COUNSEL: Object to form, leading. 17 A. Yes, that's what I did. If pipe needed putting 18 up, that's what I did with the pipe. 19 Q. (By Ms. Gross) Okay. Can you tell the jury, 20 sir, what a pipefitter and welder does? 21 A. Okay. A pipefitter, if you're running pipe, 22 through the end of it, you measure what you've got, how 23 long it is. And if it needs cutting off, you get on 24 there and you cut it off and you bevel the ends of it 25 and get it right there. Then you put it in the hangers,
Page 23 1 Q. Do you remember when your mother died? 2 A. Yes. It was October the -- it was July the -- 3 July the 15th, I believe, when she died. 4 Q. Was it in 1974? 5 A. '74. 6 Q. So you moved back to North Carolina in 1974. 7 Is that, sir, when you went to work at Weyerhaeuser? 8 A. Yes. After the (connection interruption) yes. 9 Q. And when you went to work at Weyerhaeuser, when 10 you got back in 1974, was that your normal, everyday 11 job? 12 A. Yes. I worked there all day every day. 13 Q. Did you ever work at other places on the 14 weekends during your time at Weyerhaeuser that you 15 remember regularly? 16 A. Yes, ma'am. 17 Q. Where do you remember working weekends? 18 A. I worked at Bowater of South Carolina and I 19 worked a power plant in Wimbledon, North Carolina. 20 Q. How long did you work at just Weyerhaeuser, 21 sir, when it was your regular, everyday job? I know you 22 got there in 1974. Do you remember about how long you 23 were there for? 24 A. I worked there until about -- I worked there 25 about four years, four or five years.	Page 25 1 you put it up, and then you measure the next piece and 2 do the same thing. 3 Sometimes you had a crane to pick the big 4 pipe up. Sometimes we just used chain poles and picked 5 it up, if it was a little pipe. 6 Q. Does a pipefitter and welder ever have to work 7 with pipe insulation? 8 DEFENSE COUNSEL: Object to form. 9 A. Yeah. Short -- if it's just a little area up 10 there, just keep climbing down and getting in 11 everybody's way, we put -- we done the insulation, too. 12 Q. (By Ms. Gross) So I think you've talked to a 13 us a little bit about it. I just want to make sure 14 everybody is clear. 15 What were your job responsibilities, 16 Mr. Murphy, as a pipefitter and welder at Weyerhaeuser 17 every day? 18 A. Putting -- putting pipe up and putting the 19 hangers up, the beam -- putting some beams up where the 20 pipe passes through and putting insulation on it, if it 21 needs it, putting it needing if coming down -- take a 22 half a day to do your job. 23 Q. Before you had to put that insulation on that 24 you just talked about, did you have to remove pipe 25 insulation?

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Page 26 1 DEFENSE COUNSEL: Form. 2 A. It was new pipe. 3 Q. (By Ms. Gross) Right. 4 A. The new pipe. So it's new insulation on new 5 pipe. You just unrolled it and put it right on there 6 and make sure it was beat down, a good seat to the pipe 7 before you wrapped the outside cover around it. 8 Q. Okay. 9 A. It was a little dusty when you would beat with 10 a hammer. It just stuck to the plate tile. 11 Q. Okay. So you used a hammer -- I think you said 12 you used a hammer to put new -- to beat new insulation 13 onto pipe? 14 A. Yeah, to beat it down, make sure it was seated 15 good. 16 Q. Before you put the new pipe insulation on, did 17 you ever have to remove the old pipe insulation that was 18 on pipes at Weyerhaeuser? 19 DEFENSE COUNSEL: Form. 20 A. Not at Weyerhaeuser. 21 Q. (By Ms. Gross) You never removed old pipe 22 insulation at Weyerhaeuser. 23 Okay. When you put on the new pipe 24 insulation, do you remember how it came packaged? 25 A. Yes. It came in a box. Sometimes the box was	Page 28 1 insulation off, too. And all that dust didn't stick to 2 the ground. It was just in the air. 3 Q. (By Ms. Gross) When those crews that you just 4 talked about were removing old insulation, did they use 5 any tools to remove it? 6 A. They had sort of like pries for it -- pries on 7 the ends. And sometimes they had clippers that would 8 cut bands in two from around the pipe, went around the 9 insulation. They'd cut that in two and then they'd 10 slide that tool bar underneath there and raise up and 11 break it loose. 12 Q. Okay. When they would raise up on it and break 13 it loose, like you just said, did that old pipe 14 insulation come off the pipe in one piece? 15 A. No. 16 DEFENSE COUNSEL: Form. 17 Q. (By Ms. Gross) How did it come off the pipe? 18 A. It come off in a bunch of pieces. 19 Q. And did that process, sir, when crews were 20 removing that old pipe insulation, did that cause 21 visible dust? 22 DEFENSE COUNSEL: Objection. 23 A. It sure did. 24 Q. (By Ms. Gross) Say that again. 25 A. It sure did.
Page 27 1 probably two-foot square and about four foot long and 2 sometimes it come in -- just depends how big the pipe 3 was. Come in little boxes. But we took -- took the 4 pipe out, out of the box, it would come in two pieces. 5 It would be like cutting a cake half in two. 6 You'd put the -- put a piece on the 7 bottom, on the side and put a piece on the other side. 8 And you took your -- took your mallet and made sure it 9 was down, fitted to the pipe. You didn't want no air 10 between the insulation and the -- and the pipe. 11 Q. Okay. When you installed that new pipe 12 insulation, sir, did that cause any dust in the air? 13 DEFENSE COUNSEL: Form. 14 A. Yes. It was just -- it was just like 15 beating -- beating in sand. Just like beating sand. 16 Every time you'd hit it, dust would fly. 17 Q. (By Ms. Gross) While you were working on those 18 pipes, sir, were there other trades working around you? 19 DEFENSE COUNSEL: Form. 20 A. People was putting up steel, hanging steel and 21 doing some of everything. 22 Q. (By Ms. Gross) Were there ever people around 23 you removing old pipe insulation? 24 DEFENSE COUNSEL: Object to the form. 25 A. We had some crews in front of us taking the	Page 29 1 Q. Okay. 2 A. You could see it. People that was around you 3 on the ground would run. 4 Q. Did you breathe that dust, sir? 5 A. Well, I had to. I was up on the ladder. 6 Q. Did that dust get on your hair and your skin? 7 DEFENSE COUNSEL: Form. 8 A. Yes, you couldn't help it. 9 Q. (By Ms. Gross) Now, you said you were a welder 10 as well, correct? 11 A. Yes. 12 Q. Did you ever have to do any welding when you 13 were installing or putting in new pipe and pipe 14 insulation? 15 A. New pipe, yes. 16 Q. What did you do when you were welding? 17 A. The fitter would get the pipe in place and I'd 18 tack it all the way around to make sure it was right. 19 When it was right, I'd start running the root piece 20 around, going around the pass, and then make sure it was 21 right and we welded it, welding. 22 Q. Did you ever have to clean off the pipe before 23 you would weld it -- 24 DEFENSE COUNSEL: Form. 25 Q. (By Ms. Gross) -- after the insulation was

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Page 30 1 removed? 2 A. We trimmed off every end because when the pipe 3 come in, it was kind of rusty. It was already beveled, 4 but we had a pipe file and we cleaned it off to make 5 sure it was good and clean. 6 Q. Did you use any tools to clean off the ends? 7 A. Do what? I didn't -- 8 Q. Did you use any tools to clean off the pipe, 9 like you just talked about? 10 A. A file, pipe file. It's a big file about 11 18 inches long, half-round. 12 Q. Okay. So let's talk a little bit more, sir, 13 about the Weyerhaeuser plant itself. Do you remember 14 where this plant was? 15 A. Yes. It's between New Bern and Vanceboro. 16 Q. What kind -- 17 A. It's on 43 now, but it wasn't -- not anymore. 18 (Connection interruption). 19 Q. It's still there? 20 A. Oh, yeah. 21 Q. What kind of plant was it? 22 A. A paper plant. 23 Q. Just so we understand, how big was this 24 plant -- is this plant? It's still there. 25 How big is it?	Page 32 1 that carried the pulp to inside the mill and it would 2 put different chemicals in there to make it -- make it 3 stick together, I guess. I don't know what the 4 chemicals done. 5 But anyhow, that's what we done. We 6 worked on the lines that run it in and the ones that 7 runs it out. 8 Q. Okay. 9 A. When it run out, it went to -- to paper across 10 the street. It went -- through lines, it went into the 11 paper mill. All right. And it run through a big 12 heater, heat exchanger, and that's where you get your 13 rolls. It had to be -- see them pipes turning and 14 they'd spray it on there and it would stick to the 15 roller -- stick to the pipe as it was turning. It makes 16 a roll. 17 Q. Okay. Did you ever work on the heat exchanger? 18 DEFENSE COUNSEL: Object, form. 19 A. Yes. 20 Q. (By Ms. Gross) Did you hear me, sir? 21 A. Yes, I worked on the heat exchanger. 22 Q. Okay. 23 A. Not very much. 24 Q. Okay. Were there any other areas of that 25 Weyerhaeuser plant you remember working in aside from
Page 31 1 A. It probably covers 90 acres or maybe even more. 2 It's a big plant. 3 Q. And you said it was a paper plant. I mean, 4 what do they make there? Is it as simple as they make 5 paper? 6 A. Yes, big rolls of paper. Some of the rolls 7 would be probably 10, 12 foot in diameter. And they had 8 a sawmill up the road. It would make little -- it would 9 cut them in two and make short rows out of it. 10 Q. Were there several different buildings on the 11 plant property when you were there? 12 A. About 40, 50, maybe. Big ones. 13 Q. Were those -- big ones? 14 A. Yes. 15 Q. Did you work in one area of the plant, sir, or 16 did you work all over? 17 A. All over. 18 DEFENSE COUNSEL: Objection, form. 19 Q. (By Ms. Gross) All over? 20 A. Yes. 21 Q. What are some of the areas of the Weyerhaeuser 22 plant that you remember working in when you were working 23 there every day? 24 A. I worked in different -- on the pipeline that 25 run the pulp into the pulp mill. They had a big tank	Page 33 1 the pulp mill area you just told us about? 2 A. Yeah. I worked in -- the chipper. We built 3 the chippers, built all the -- the ones that gets the 4 bark off of the trees, debarkers. We -- there was four 5 of them and they were 14-inch pipe -- they were 14-foot 6 pipe That's how big they was. And it would take two 7 days to weld around the pipe. It had to be welded up. 8 And the weld was two inches deep, two inches wide. 9 Q. Was there any other equipment, sir, at the 10 Weyerhaeuser plant that you remember aside from the heat 11 exchangers? 12 A. Yes. 13 Q. What do you remember? 14 A. The debarkers and the one -- the chippers. We 15 installed the chippers. We done -- just because you're 16 a welder, you didn't just stop at welding. You done 17 some of all of it. 18 Q. Were there any boilers out at that Weyerhaeuser 19 plant? 20 A. Yes. 21 DEFENSE COUNSEL: Objection, form. 22 Q. (By Ms. Gross) What do you remember about the 23 boilers at the Weyerhaeuser plant? 24 DEFENSE COUNSEL: Form. 25 A. The boilers, they made steam to keep the pipes

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Page 34 1 hot, because you can't do nothing without heat and it 2 takes heat to make paper. And all that -- anything to 3 do with a paper plant has got heat and it takes 4 insulation around them pipes to keep them hot. They've 5 got to have hot -- hot -- hot steam to keep them hot. 6 And the heat -- the heat was the easiest 7 way to -- cheapest way to heat the pipes up. 8 Q. (By Ms. Gross) Did you ever have to work on 9 those insulated pipes on the boilers? 10 DEFENSE COUNSEL: Object to form. 11 A. No. 12 Q. (By Ms. Gross) Were you ever working with 13 anybody who had to work on those insulated pipes on the 14 boilers? 15 DEFENSE COUNSEL: Form. 16 DEFENSE COUNSEL: Form. 17 A. I think Hoppy Jones, he worked on them. 18 Q. (By Ms. Gross) Okay. Is Mr. Jones a coworker 19 of yours? 20 A. Yes, we worked together a bunch of the 21 shutdowns. 22 Q. Do you remember seeing any turbines out at 23 Weyerhaeuser? 24 DEFENSE COUNSEL: Object to form. 25 DEFENSE COUNSEL: Form.	Page 36 1 pumps? 2 DEFENSE COUNSEL: Object to form. 3 A. Sometimes we'd take -- take the cooler head of 4 them off and put new packings in them. After the plant 5 run a while, we'd put new packings in them. 6 Q. (By Ms. Gross) Did any of the pumps you worked 7 on, sir, have gaskets? 8 A. Yes. 9 Q. Did you ever have to change out or work on 10 those pump gaskets? 11 DEFENSE COUNSEL: Form. 12 A. That's what we did. We replaced them. Put new 13 ones in. 14 Q. (By Ms. Gross) How did you replace a pump 15 gasket? Can you explain it to us? 16 A. Well, you take the face of the pump off. I 17 think it was about eight -- eight bolts. It just 18 depends how big the pump was. You take the bolts out 19 and you take a pries bar and a hammer and stick between 20 the thick, where the pump and the pipe fit together, and 21 drive down there and it would separate. And you had to 22 scrape it -- scrape the gasket off. 23 After you got it apart, scrape it, make 24 sure it was good and clean and put a new gasket back in, 25 bolt her up good and tight.
Page 35 1 A. Yeah, sure did. Two turbines. 2 Q. (By Ms. Gross) You remember two turbines. How 3 big were they? 4 A. A big one. It came in on a railroad car. 5 Q. Did you ever work on the turbine, sir? 6 A. Not at Weyer. 7 DEFENSE COUNSEL: Form. 8 Q. (By Ms. Gross) Not at Weyerhaeuser? 9 A. No. 10 Q. Did you ever work with anybody who worked on 11 the turbines at Weyerhaeuser? 12 DEFENSE COUNSEL: Object to form. 13 A. I don't remember whether Hoppy did or not but 14 could have. I mean, we wasn't together at Weyerhaeuser, 15 but we was Bowater. At Bowater, we would normally work 16 right together. 17 Q. (By Ms. Gross) We just need to ask Mr. Jones, 18 right? 19 A. Yeah. 20 Q. Okay. How about any pumps, Mr. Murphy? Were 21 there any pumps out at Weyerhaeuser? 22 DEFENSE COUNSEL: Form. 23 A. A bunch of them. Say, 20, 25. All kinds of 24 pumps at Weyerhaeuser. 25 Q. (By Ms. Gross) Did you ever work on those	Page 37 1 Q. When you scraped that gasket off, sir, was 2 that -- did it come off in one piece? 3 DEFENSE COUNSEL: Form. 4 A. It was -- when you -- the pump comes on my 5 (connection interruption) had a rubber gasket, though. 6 Q. (By Ms. Gross) Did you ever scrape off any 7 gaskets that were not rubber? 8 A. Yes. 9 Q. And when you scraped those nonrubber gaskets 10 off the pumps, did those gaskets come off in one piece? 11 DEFENSE COUNSEL: Form. 12 A. Hundreds of pieces. 13 Q. (By Ms. Gross) Okay. Was that dusty? 14 A. Yes. 15 Q. How about valves, sir? Were there any valves 16 out at Weyerhaeuser? 17 DEFENSE COUNSEL: Object to the form. 18 A. Yes, ma'am. Just tractor-trailer loads of 19 them. Probably 10,000. 20 Q. (By Ms. Gross) Did you ever have to work on 21 those valves? 22 A. I had to replace -- replace the gaskets in 23 them. And they wasn't all heat. 24 Q. Sir, have you ever heard the term "shutdown" 25 before?

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Page 38 1 A. I didn't understand you. 2 Q. Sure. Good. Thank you for telling me. 3 Have you ever heard the term "shutdown" 4 before? 5 A. Oh, yes. 6 Q. Can you explain to the jury, sir, what a 7 shutdown is? 8 A. Okay. A shutdown is when the plant right here, 9 we'd want to shut it down on Friday evening and won't 10 start it back till Monday morning, if everything goes 11 right. And they'll call around to different plants and 12 see how much -- if they can get -- just like 13 Weyerhaeuser used to have a foreman come around and ask 14 us did we want to go on a shutdown. All that was 15 double-time, time and a half. 16 So that's what we done. We'd go down 17 there to make more money and work the weekends. 18 Sometimes we was down there probably a week, week and a 19 half. But that's what a shutdown is. 20 Q. Did you ever work shutdowns, sir, at 21 Weyerhaeuser when you were still there as part of your 22 everyday job through the late '70s, like you told us 23 earlier? 24 A. Yes. 25 Q. Did you ever go back to other Weyerhaeuser	Page 40 1 DEFENSE COUNSEL: Form. 2 Q. (By Ms. Gross) Let's talk about cleanup a 3 little bit. When you were working on pipe insulation at 4 Weyerhaeuser, sir, did that dust that you told us about 5 settle on the ground around your work area? 6 DEFENSE COUNSEL: Objection, form. 7 A. Yes. 8 Q. (By Ms. Gross) How often did you clean it up? 9 DEFENSE COUNSEL: Objection. 10 A. The foreman would come by and say: You, you 11 and you, you-all are the cleanup crew. 12 So you'd get your broom, about a 13 three-foot broom, and start sweeping and sweep this dust 14 up. We'd sweep it up, put it in a wheel boy, carry it 15 off and put it in the Dumpster. 16 Q. (By Ms. Gross) Did you ever use an air hose to 17 clean up or was it mostly just the sweeping? 18 A. No. An air hose, too. If it's around a bunch 19 of stuff we couldn't get the broom, you use the air hose 20 to blow it out. 21 Q. Did anyone at Weyerhaeuser ever tell you not to 22 dry-sweep that old insulation dust? 23 DEFENSE COUNSEL: Objection, form. 24 A. No. No. 25 Q. (By Ms. Gross) When you and your coworker,
Page 39 1 plants for shutdowns (connection interruption)? 2 You okay? 3 A. Yes. 4 Q. Okay. 5 A. No. I didn't ever work in their other 6 Weyerhaeuser plants. 7 Q. You never worked at any other Weyerhaeuser 8 plant? 9 A. Just the new one. 10 Q. So let me ask it this way, then: Did you ever 11 go back to that same Weyerhaeuser plant to work 12 shutdowns after you were no longer working there as part 13 of your everyday job? 14 A. Yes. 15 Q. What did you do, sir, during shutdowns at 16 Weyerhaeuser? 17 A. The same thing I was doing when I worked there 18 every day. 19 Q. So you worked on pipes? 20 A. Oh, yeah, worked on pipes. What come up, 21 that's (connection interruption). 22 Q. Okay. Did you do anything additional on pipes 23 during shutdowns that you didn't do during your everyday 24 job or was it the same? 25 A. Same thing.	Page 41 1 whoever the foreman told was on cleanup crew, did that 2 dust get back up in the air when you were cleaning it 3 up? 4 A. If you swept it, yeah. When you sweep it, it 5 come up, just like sweeping in the -- only sweeping with 6 dust with that. 7 Q. I want to shift gears, sir, and talk to you a 8 little bit about safety out at Weyerhaeuser still. 9 Okay? 10 A. Okay. 11 Q. How are you doing? Do you need a break? 12 A. No, I'm -- I'm all right right now. 13 Q. Okay. You let me know if you need a break. 14 Okay? 15 A. Yeah. 16 Q. All right. While you were out at Weyerhaeuser, 17 sir, were you ever given any masks or respirators to 18 wear? 19 A. No. No. The only thing we done, we'd take a 20 shirt collar and pull it over our nose. If it got to be 21 real bad, we'd cover up with our shirt collars. No, 22 they never give us no mask. 23 Q. Did they ever provide you -- let me ask it this 24 way. Strike that. 25 When you were at Weyerhaeuser, sir, were

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Page 42 1 you ever provided any protective clothing? 2 A. Nothing but -- they did give you some gloves. 3 Our company give us the gloves but nothing else. And 4 they give us a job because we couldn't (connection 5 interruption) the job. 6 Q. Were you just wearing your street clothes? 7 A. Yeah. Like, you left home and you'd go right 8 to work. 9 Q. You did welding work, sir. Did anybody at 10 Weyerhaeuser ever offer you a welding jacket? 11 DEFENSE COUNSEL: Form. 12 A. No. I bought one later on, when I got enough 13 money. I accumulated enough money and I bought a 14 welding jacket. 15 Q. (By Ms. Gross) You bought one yourself? 16 A. Yes. Kept it from burning your clothes up. 17 Q. When you were at Weyerhaeuser, sir, I know that 18 you were not given any masks to wear. You already told 19 us about that. Did you ever see any other people 20 wearing a mask or a respirator? 21 A. Yes. 22 Q. Who did you see wearing a mask or a respirator 23 when you were at Weyerhaeuser? 24 A. They had -- had a big one at -- Weyerhaeuser 25 that assembled (connection interruption) Weyerhaeuser.	Page 44 1 Q. 6:00 a.m. to 6:00 p.m.? 2 A. Yeah. 3 Q. Did you work on or around pipe insulation for 4 your entire day during your regular job at Weyerhaeuser? 5 DEFENSE COUNSEL: Objection, form. 6 A. Yes. 7 Q. (By Ms. Gross) You told us earlier, when we 8 first started talking, that you did weekend shutdown 9 work at Bowater; is that correct? 10 A. That's right. 11 Q. All right. Where is Bowater? 12 A. Bowater is in South Carolina, but I was trying 13 to think of the name of the town that it was close to, 14 but I can't remember the town. But we worked -- we 15 worked at Bowater. It was a paper mill, too. 16 Q. That was going to be my next question was: 17 What kind of plant was it? 18 It was a paper mill, right? 19 A. Paper mill. 20 Q. What period of time, Mr. Murphy, do you 21 remember doing shutdowns at Bowater? Approximate is 22 totally fine. 23 A. It's -- I was -- I guess I'd worked at 24 Weyerhaeuser in New Bern for about a year before they 25 had a shutdown down there at the Bowater, and the
Page 43 1 Some of them, I did. 2 Q. Were they Weyerhaeuser employees? 3 A. Yes. 4 Q. When you were at Weyerhaeuser, sir, did anyone 5 ever tell you that breathing the dust could give you 6 cancer? 7 A. No. I just -- 8 Q. Were you -- 9 A. It was a long back -- I just figured it was 10 dust. Ain't nobody said nothing about you -- one day 11 you was going to die from this. 12 Q. Were there ever safety meetings at Weyerhaeuser 13 during your everyday work that you attended? 14 A. Once a -- once a week. 15 Q. What did they talk to you about during those 16 once-a-week safety meetings? 17 A. Just watch over your head, make sure you don't 18 get under pipe or steel beams that are about to fall 19 where they're hanging from. Be on the end. As far as 20 dust, I never heard no dust mentioned, not until I went 21 to the hospital. 22 Q. Okay. During your everyday job at 23 Weyerhaeuser, sir, how long were your workdays? 24 A. Sometimes we just worked eight hours. Most -- 25 most of the time, 10 hours. Worked from 6:00 to 6:00.	Page 45 1 foreman went around and asked his crews: Did you 2 need -- did you want to go to Bowater on a shutdown? 3 And of course, everybody wanted to go. A 4 lot of people did go. But -- 5 Q. So, would you say, then, sir, that you started 6 your shutdown work at Bowater in the mid-'70s? 7 DEFENSE COUNSEL: Objection to form. 8 A. Yeah. That's when I -- yes. 9 Q. (By Ms. Gross) You said you were at 10 Weyerhaeuser for about a year? 11 A. Yeah. 12 Q. Okay. Do you remember how -- how late in time 13 you would have done shutdown work at Bowater? I mean, 14 did you go into the '80s? 15 A. Probably in the '80s. Last part of '79 or '80. 16 Q. Okay. What was your job, Mr. Murphy, during 17 those shutdowns at Bowater? 18 A. Do whatever -- down there, we would do whatever 19 we was needed to do. But mostly, it was fitting pipe 20 and structure steel, you know, down on the ground where 21 the acid and stuff would get and rust them pipes in two. 22 And they needed new beams and stuff put up and that's 23 what we done, put beams everywhere it took. 24 MS. GROSS: Okay. So I actually have a 25 map of the Bowater plant that was provided to us by

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Page 46 1 Bowater's lawyers. I think we're going to go ahead and 2 mark that as Exhibit 2, if you want to put that up. 3 Q. (By Ms. Gross) And I want to put this up, 4 Mr. Murphy, for you and for everybody because I'd like 5 you to take a look at it. 6 MS. GROSS: That's the page right there 7 (indicating). Thank you. 8 Q. (By Ms. Gross) So this is Exhibit 2. Go ahead 9 and take a look at this, Mr. Murphy. 10 And can you tell us, just so we all know 11 what we're talking about together, what areas of the 12 Bowater plant you remember doing shutdown work in? 13 A. Okay. Can you see my finger if I was to put it 14 up there? 15 Q. I can't see your finger, but if you just say it 16 out loud, we can all try and help you. 17 A. Okay. There's two -- looks like two roads that 18 goes out the left end of the plant side. And we -- 19 DEFENSE COUNSEL: Yep. 20 A. We went down between Number 3 and Number 1 21 Paper Machine. And we worked on them two machines right 22 there. That's from one end to the other end. And when 23 we finished up there, we'd come on through -- come 24 around the building and come around to a door and 25 we'd -- we'd come around -- we'd come on through a wall.	Page 48 1 A. We come through -- we come through a wall and 2 then something, but I -- I can't remember what was 3 there. 4 Q. That's okay. 5 MS. GROSS: Can we take the map off, 6 please? 7 Q. (By Ms. Gross) Just tell me without looking at 8 the map, sir. What you told me about Number 1 and 9 Number 3 in the pulp mill, were there any other areas at 10 Bowater that you remember working in? 11 A. Yeah. I come through the wall -- I come 12 through the wall there where -- the ends of the two big 13 paper mills, and I come on down through the next 14 building and come through a wall and come on down 15 through a door and come into a -- must be a pulp -- must 16 be a pulp mill. Must be pulp -- 17 Q. Uh-huh. 18 A. Must be the pulp machine. 19 Q. Okay. Did you ever work in the powerhouse near 20 the pulp mill? 21 A. No. No. 22 Q. Okay. 23 A. Never worked in the powerhouse. 24 Q. All right. Did you do that pipe fitting and 25 welding work in those areas you just told us about at
Page 47 1 They built a wall there when you come through the door. 2 And there's -- let's see. 3 Q. (By Ms. Gross) Did you -- did you turn -- keep 4 going. 5 A. Turn right and went this -- to (connection 6 interruption). The writing is so little, I can't hardly 7 see. 8 Q. So, if you're turning right after Number 1 9 Paper Machine, the next area I see is the pulp mill. 10 A. Yeah. 11 Q. Okay. So you worked in the pulp mill at 12 Bowater? 13 A. Yeah. 14 Q. Okay. Keep looking at that map. Is there any 15 other place you worked at Bowater? 16 A. (No audible response.) 17 Q. Underneath the pulp mill, in really small 18 letters, it says: Maint. 19 I'm guessing that's short for "maintenance 20 shops." Then, underneath that, I see "powerhouse." 21 DEFENSE COUNSEL: Objection. 22 Q. (By Ms. Gross) To the left of "powerhouse," I 23 see "warehouse." I can't tell if you can read it. 24 A. What we -- 25 Q. What --	Page 49 1 Bowater on those two paper machines in the pulp mill? 2 A. Yes, ma'am. 3 Q. Okay. Who were you working for, sir, when you 4 were doing your Bowater shutdowns? Who was your 5 employer? 6 A. I guess it was the Daniels. Daniels or Brown & 7 Root. 8 Q. When you were doing your pipe fitting work on 9 shutdowns at Bowater, sir, did you ever have to remove 10 old pipe? 11 A. Yes. 12 Q. Tell us how you would remove old pipe. Tell 13 the jury how you would do that. 14 A. All right. If it was big pipe, 12-inch pipe, 15 you'd go down and you'd take the insulation off. You 16 could get your chains and stuff around the pipe and make 17 sure it didn't give away when you'd start picking up. 18 And you'd start tightening it up. 19 Sometimes we had an overhead crane to pick 20 up on it and sometimes we -- you had a big come-along, 21 you know, could take it, jack it up and down and pick it 22 up. And you lift it and make sure the insulation was 23 off where you was hooking it, so it wouldn't give away 24 and drop the pipe on somebody. And we'd let it down on 25 the floor.

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Page 50 1 Sometimes it'd take you a half a day to 2 let a piece of pipe down. We had to make sure, you 3 know, it was safe when you started letting it down. 4 Q. Did you ever have to cut pipe when you were 5 there at Bowater? 6 A. Yes. 7 Q. How did you cut pipe? 8 A. With a torch. 9 Q. With a torch? 10 A. Right. 11 Q. And you said -- I wrote it down. You said you 12 had to make sure the insulation was off? 13 A. Yes. 14 Q. Did you remove the pipe insulation at Bowater? 15 A. Yes. 16 Q. How did you do that? 17 A. Anything you could find. But most times, we 18 had a bar and you'd get it off on the end of the 19 insulation and drive up on it, get the insulation off. 20 Once you got it coming off, you'd just take and jog it 21 back and forth and take the insulation off of it. You 22 tried to get it off in big pieces, but it wouldn't come 23 off in big pieces. 24 Q. While you were working on that pipe at Bowater, 25 sir, on those shutdowns, were there other trades, other	Page 52 1 (A recess was taken from 2 10:01 a.m. to 10:44 a.m.) 3 THE VIDEOGRAPHER: We are back on the 4 record. The time is now 15:44 UTC time zone. Go ahead. 5 Q. (By Ms. Gross) Hi, Mr. Murphy. 6 A. Yep. 7 Q. You ready to keep going for a little bit? 8 A. Yeah. 9 Q. All right. So, before we took a quick break 10 and my computer had a little bit of a meltdown, we were 11 talking about your work at Bowater, remember? 12 A. Yes. 13 Q. Okay. And I know we put up that map in front 14 of you so you could tell us what areas you worked in, 15 right? 16 A. Yes. 17 Q. And I know that map, and myself even, used the 18 term "powerhouse" and I asked you if you ever worked in 19 that powerhouse, remember? 20 A. Yes. 21 Q. Let me ask you this: Do you, sir, ever 22 remember (connection interruption) working Weyerhaeuser 23 near or on boilers at Bowater? 24 A. I worked in -- 25 DEFENSE COUNSEL: Objection.
Page 51 1 people, working around you? 2 A. Yes. 3 Q. What other trades do you remember working 4 there? 5 A. Electricians was working. They were unhooking 6 the motors and stuff. And them gasket people was 7 putting gaskets in pumps, taking the pulp mill apart, 8 putting new gaskets in. Just doing -- they was doing 9 everything there. 10 Q. Did you ever see other contractors? 11 A. Yes. We wasn't -- 12 Q. Go ahead, sir. 13 A. We wasn't the only contractors was in there. 14 There was probably 80 or 90 head workers there. 15 Q. Okay. So similar to how we talked about at 16 Weyerhaeuser, sir, were there pieces of equipment at the 17 Bowater plant? 18 A. Yes. 19 Q. Now, I know you told us you worked on Number 1 20 Paper Mill, Number 3 Paper Mill and -- 21 MS. GROSS: Hang on one second. Technical 22 difficulties. Can we go off the record for two seconds? 23 THE VIDEOGRAPHER: Going off the video 24 record. The time is 15:01 UTC time. 25	Page 53 1 THE REPORTER: I'm sorry. I didn't hear 2 that answer. 3 THE WITNESS: Yes. 4 Q. (By Ms. Gross) What, if any, work, sir, did 5 you do on boilers at Bowater? 6 DEFENSE COUNSEL: Form. 7 A. We just took insulation off of them, off of 8 part of them. Not all of them, just part of them. 9 Q. (By Ms. Gross) Did you ever -- strike that. 10 What, if any, work did you see other 11 people doing on those boilers at Bowater? 12 A. They were replacing the pipe, replacing the 13 flanges, putting in new bolts in. 14 Q. So you -- so you were close enough to see other 15 people working on those boilers at Bowater? 16 A. Oh, yes, in the same room. 17 Q. All right. Let me ask you this one quick 18 question, sir: I know you told us earlier that that 19 Bowater plant was in South Carolina, right? 20 A. Yes, Rock Hill, South Carolina. 21 Q. That frequent work you did over the years in 22 South Carolina was because of that Bowater plant in Rock 23 Hill; is that correct? 24 A. That's right. 25 DEFENSE COUNSEL: Form.

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Page 54 1 Q. (By Ms. Gross) All right. And before we took 2 a break, Mr. Murphy, you remember you told us that 3 sometimes there were 80 to 90 head of contractors at 4 Bowater? 5 A. Yes. 6 Q. Why is that? Do you know? 7 A. Repeat. 8 Q. Why so many people? 9 A. So we could get the work done in a few amount 10 of days. 11 Q. And you also have mentioned that at various 12 times, you were employed by either Daniel or Brown & 13 Root; is that correct? 14 A. Yes. 15 Q. Did you ever see Daniel contractors on a job 16 during your work when you were employed by Brown & Root? 17 A. No. 18 Q. Did you ever see Daniel workers on a job when 19 you were employed by them? 20 A. No. 21 Q. Could you tell the difference between a Daniel 22 contractor and a Brown & Root contractor? 23 A. Yes, different color hats. 24 Q. Say that again, sir. 25 A. The hats was a different color.	Page 56 1 Okay. All right. 2 When you were at Bowater, Mr. Murphy, were 3 you given any masks or respiratory equipment? 4 A. No. 5 Q. How about protective clothing? Were you ever 6 given protective clothing at Bowater? 7 A. None. No. 8 Q. And let's talk about safety meetings at 9 Bowater. Did you ever have any when you were doing 10 shutdowns at Bowater? 11 A. Like, on Monday morning, we had one and that 12 was it for the week. 13 Q. Did anybody at Bowater, sir, ever talk to you 14 about the hazards of breathing asbestos? 15 A. No. 16 Q. Did anyone talk to you about breathing the dust 17 at all during your time at Bowater? 18 A. No. Just: Be careful. 19 Q. Okay. So we talked about your work at 20 Weyerhaeuser; we talked about your work at Bowater. Did 21 you work at any other plant, sir? 22 A. I worked at a power plant in Wimbledon. I 23 can't think of the name of it right now. 24 Q. That's okay. Does the name Sutton ring a bell? 25 A. Sutton plant, right.
Page 55 1 Q. What colors were they? 2 A. The Daniels was silver and -- and the other 3 hats was -- 4 Q. Okay. 5 THE REPORTER: What color? 6 A. Brown and silver. Silver was -- 7 Q. (By Ms. Gross) Brown for Brown & Root, right? 8 A. Yeah. 9 Q. Makes sense. 10 A. And it had an insignia on the front and the 11 side that said: Brown & Root. 12 Q. Okay. You told us before the break, 13 Mr. Murphy, that you remembered being in the pulp mill 14 space at Bowater, right? 15 A. Yes. 16 Q. What equipment, if any, sir, did you work on in 17 the pulp mill space? 18 A. Just the pipes going to it. Working on the 19 pipes, the flanges, replacing the new bolts, the 20 flanges. 21 Q. Okay. Let's see. Let's stick with your work 22 at Bowater, sir. Okay? Can you see me okay on this 23 computer screen? 24 A. Yes. 25 Q. There you are. There's your face (indicating).	Page 57 1 Q. All right. When were you at Sutton, 2 Mr. Murphy? 3 A. The last time I was there was probably '70 -- 4 '74, I guess. I don't know. 5 Q. Okay. Let's -- let's see if we can't work 6 through that. You told us earlier you were at 7 Weyerhaeuser starting in about '74 because you moved 8 back to North Carolina when your mom died, right? 9 A. Right. Must have been later. 10 Q. Right. 11 A. You know, when you get old, as I am, you can't 12 remember. You'll see. 13 Q. That's okay. Remember, we're talking about 14 stuff decades after it happened. So don't even worry. 15 We're going to work through it together. Okay? 16 A. Okay. 17 Q. All right. Then we talked about Bowater and 18 you told us you were probably at Bowater into the '80s, 19 right? 20 A. Right. 21 Q. Were you at Sutton after your time doing work 22 at Bowater? 23 A. Yes. 24 Q. Was your job at Sutton an everyday job? 25 A. We had to rebuild the plant. We probably done

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Page 58 1 six months' worth of work at the Sutton plant, putting 2 pipe insulation, smoke stacks. Ever what come up, 3 that's what we did and it needed rebuilding. It was an 4 old plant. 5 Q. Were you rebuilding the plant? 6 A. Yes. 7 Q. Okay. When you were at Sutton, Mr. Murphy, who 8 were you working for? 9 A. Brown & Root. 10 Q. Do you ever remember seeing Daniel contractors 11 at Sutton when you were working for Brown & Root? 12 A. No. 13 DEFENSE COUNSEL: Object to form. 14 Q. (By Ms. Gross) So, tell us, Mr. Murphy, what 15 was your job at Sutton when you were rebuilding that 16 plant? What were your responsibilities? 17 A. You walked in the building and the foreman 18 would show you: This is your area and this is what's 19 got to come out. 20 And you took -- took it out and put new 21 stuff back. And when you got through with that, you'd 22 tell the foreman and he'd come down and check it. And 23 if it was all right, we went to another place in the 24 plant. 25 Q. So you said that you took stuff out and then	Page 60 1 the pipe work you did here at Sutton the same pipe work 2 you did at Weyerhaeuser and Bowater that we talked 3 about? 4 DEFENSE COUNSEL: Objection to form. 5 A. Same kind of pipe, same insulation, same 6 everything. It was just different areas, different -- 7 it was what company -- you know, it was different areas 8 where you had to be. 9 Q. (By Ms. Gross) Okay. 10 A. That was in Wimbledon, right where the port is. 11 It's right to the right of the port. Just take a 12 different road (connection interruption) separate them. 13 Q. Let's talk about the different areas that you 14 just mentioned. What, if any, equipment, sir, do you 15 remember being at Sutton? 16 A. Generators. A bunch of generators and pipe -- 17 you had a turbine -- had a turbine plant to turn the 18 generators. And they had insulation and pipe galore. 19 Anywhere you looked in those plants had pipe and 20 insulation. 21 Q. Did you ever work on those generators and 22 turbines? 23 DEFENSE COUNSEL: Objection to form. 24 A. Yep. When we -- when we got to them, we'd take 25 the insulation off of them and they would have it
Page 59 1 put stuff back in, right? 2 A. Right. You replaced -- replaced it. 3 Q. Okay. What's the stuff you replaced? Tell us 4 a little bit more about that. 5 A. The pipe, the insulation. Ever what was there, 6 you took it down and put new stuff back. 7 Q. Okay. So, similar to how we talked about with 8 Weyerhaeuser and Bowater, was this -- what kind of plant 9 was this Sutton plant? 10 A. This was a power plant. It just run -- the 11 plant, it run the power. It runs all the houses in 12 (connection interruption). 13 THE REPORTER: All the houses in? 14 THE WITNESS: Wimbledon. They made power. 15 They didn't make no paper or none of that but power. 16 Q. (By Ms. Gross) Was this power plant a bunch of 17 smaller buildings on a bigger piece of property or was 18 it one big building? 19 A. One big building. There was probably some 20 smaller buildings, but it was one tall building. 21 Q. Were you inside that tall building when you 22 were working there? 23 A. Yes. 24 Q. I know we've talked about pipe work a lot today 25 and you talked about it a little bit here at Sutton. Is	Page 61 1 spray-painted, the pipe. Everything to replace, the 2 superintendent would go by there and spray paint and put 3 a mark on it: This has got to be removed. 4 Everything that he spray-painted, we took 5 it out, put new in there. Insulation and -- I don't 6 think it was about 40 head that was working on that job. 7 Q. (By Ms. Gross) Okay. What, if any, work, 8 Mr. Murphy, do you remember those other guys you just 9 talked about doing on those generators or that turbine? 10 A. The same thing we were doing. If the 11 superintendent would walk by and he needed somebody, 12 he'd say: Hey, you and you come on. Go with me. 13 And he'd carry you over and show you what 14 we had to do. That's the way he -- that's the way you 15 done the job, unless you had a specialty. 16 Q. When you were at Sutton, Mr. Murphy, did you 17 ever remember seeing any abatement work -- strike that. 18 Let me ask you this way: Do you know what 19 asbestos abatement is? 20 A. I know what asbestos is. I do now, but I 21 didn't then. 22 Q. Okay. Do you ever remember seeing any area at 23 the Sutton plant where you couldn't enter? 24 A. Nothing -- nothing but they had tape-marked off 25 where you couldn't go until the superintendent okayed

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Page 62 1 it, made it clear if you could go in the area. 2 Q. Okay. So that tape you just told me about, 3 would people still go inside of it? 4 A. Some people would, if they were -- if it was 5 marked off for a walkway and it cut off that 50 steps, 6 you'd go right under the tape and go out the other side. 7 But if you was doing like you was supposed to, you 8 wouldn't. 9 Q. What, if any, work did you ever see people 10 doing inside those taped-off areas? 11 A. None till the tape was removed. 12 Q. Okay. I see what you're saying. Let's stick 13 with Sutton for a little bit longer. 14 Were you given any masks or respiratory 15 equipment when you were at Sutton? 16 A. No. 17 Q. So let's -- I want to talk to you about -- some 18 more broad questions about the work you've talked to us 19 about. Okay, sir? 20 A. All right. 21 Q. You've talked about -- strike that. 22 You talked about insulation a lot today, 23 right? 24 A. Right. 25 Q. All right. Mr. Murphy, have you heard of	Page 64 1 DEFENSE COUNSEL: Objection, form. 2 A. Yeah, some of it was. 3 Q. (By Ms. Gross) Let's do it this way, 4 Mr. Murphy. Tell us what you -- what does asbestos 5 insulation look like, feel like? How can you tell it's 6 asbestos? 7 A. You can -- you can actually get a little piece 8 in your hand and you can crumble it up in your hand, and 9 it would -- it would just crumble right up in your hand. 10 But the fiberglass, it would just wad up like a piece of 11 hair or straw. 12 Q. And knowing this difference, Mr. Murphy, 13 between asbestos insulation and fiberglass insulation, 14 was that something that you needed some sort of 15 specialized knowledge to know or was this just common 16 knowledge in what you did for a living? 17 DEFENSE COUNSEL: Form. 18 A. You needed to have been told, because back 19 then, there wasn't no -- there wasn't no -- no way to 20 know what was what. They didn't tell you. They didn't 21 tell you about it. They didn't want to tell you what 22 that stuff would do, do harm to your body, because you 23 couldn't get in and get the work done. 24 Q. (By Ms. Gross) When you were actually 25 working -- when you were actually looking at those two
Page 63 1 asbestos insulation? 2 A. I have lately, but not before. Not before 3 working there. 4 Q. What other kinds of insulation have you heard 5 of? 6 A. Fiberglass. 7 Q. Could you tell the difference between asbestos 8 insulation and fiberglass insulation? 9 A. Yes. I can now, yes. 10 Q. Back then, when you were working at Sutton, 11 Weyerhaeuser, Bowater, could you tell the difference 12 between the two with your senses? 13 A. I could now, but while -- back then, I just 14 thought it was all insulation. All of that was 15 different kinds of fiberglass or whatever, but it 16 wasn't. It was a different material. 17 Q. What's the difference between the two that you 18 can describe to us? 19 A. Fiberglass is stranding. It's like hair. You 20 can pull it and it stretches. But Bowater is kind of 21 powdery. When you hit it, it just goes everywhere. 22 Pull it -- pull part of it and throw it down, it just 23 has -- the dust would just scatter and go everywhere. 24 Q. And that, that you just talked about, was that 25 the asbestos insulation?	Page 65 1 different insulations when you were working at any of 2 the plants you were working at, could you tell the 3 difference between the two just by looking at them, 4 feeling them, just by your experience in working with 5 them? 6 A. Yes. 7 Q. Okay. And I want to ask you a couple of 8 questions now about the three different job sites we've 9 talked about so far. Okay? I want to clear up 10 something. I think I asked the world's not best 11 question earlier, which is commonplace and not 12 surprising to me personally. 13 Let's start back with your time at 14 Weyerhaeuser. Okay? I know we talked about it already, 15 but I want to shift gears back to it for a couple 16 seconds. Okay? 17 A. Okay. 18 Q. You told me earlier -- you told us earlier that 19 you removed insulation, right? 20 A. Yes. 21 Q. Okay. Was that on new construction work or 22 general maintenance work? 23 A. General maintenance work. You didn't -- the 24 new one, you just put stuff up. You didn't take none 25 down.

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Page 66 1 Q. Okay. What, if any -- did you also do general 2 maintenance work at Weyerhaeuser? 3 DEFENSE COUNSEL: Form. 4 DEFENSE COUNSEL: Object to form. 5 A. Whenever it -- if we run into it, if you was on 6 the line, they had already been insulated and they 7 finished that line out, you -- you'd do it and do your 8 work, too. You keep that on down the pipe, finish it 9 up. 10 Q. (By Ms. Gross) Okay. And when you were doing 11 that kind of general maintenance work, so something 12 different than the new maintenance -- than the new 13 construction, when you were doing the general 14 maintenance, did you remove insulation? 15 DEFENSE COUNSEL: Form. 16 A. Yes. 17 Q. (By Ms. Gross) Okay. So glad we cleared that 18 up. 19 So, at Weyerhaeuser, sir, did you remove 20 asbestos-containing insulation? 21 DEFENSE COUNSEL: Object to form. 22 A. Yes. 23 Q. (By Ms. Gross) Did you install 24 asbestos-containing insulation at Weyerhaeuser? 25 A. Yes.	Page 68 1 make sure that you were safe when you were doing that 2 kind of work? 3 A. No, no, we didn't. Nothing but the corn dust 4 and stuff. And we had masks to stop the corn dust 5 from -- when you're putting it in the grain bin and 6 throwing it in, we'd put a mask on. 7 Q. Okay. So you wore masks? 8 A. Right, on the farm. 9 Q. Did you -- this may be a symptom of me knowing 10 not enough about farming, which is also likely, but 11 what, if any, chemicals did you have to spray to 12 maintain crops of the corn or anything like that? 13 A. We had -- all our tractors had cabs on them. 14 If we sprayed any Roundup, we were in a cab with the 15 doors closed with air conditioning. It wasn't no -- we 16 made sure that everything was working on that tractor to 17 keep -- 18 Q. Why -- go ahead. 19 A. -- just to keep the dust and the smell from 20 coming in there. Couldn't even smell -- couldn't even 21 smell the stuff when you was spraying Roundup. The 22 tractor -- 23 Q. Why was -- go ahead, sir. 24 A. Yeah, yeah, I'm through. 25 Q. Okay. Sometimes it's hard with the video.
Page 67 1 DEFENSE COUNSEL: Object, form. 2 Q. (By Ms. Gross) Now, let's talk about Bowater 3 real quick. Okay? Same sorts of questions. 4 At Bowater, did you remove 5 asbestos-containing insulation during those shutdowns? 6 A. Yes. 7 Q. Did you install asbestos-containing insulation 8 at some points during your time at Bowater? 9 A. Yes. 10 Q. Now let's talk about Sutton. Sutton you were 11 at a little bit later, right? 12 A. Right. 13 Q. So you didn't install asbestos-containing 14 insulation while you were at Sutton, right? 15 A. No. 16 Q. Did you remove asbestos-containing insulation 17 at Sutton? 18 A. Yes. 19 Q. All right. Now, let's way shift gears. Okay? 20 Let's flash-forward many years. Okay? 21 Did you ever go back to farming full-time 22 when you were done working in industry settings? 23 A. Yes. 24 Q. When you went back to working and farming 25 full-time, sir, did you ever do anything on the farm to	Page 69 1 Why was it -- was it important to you, 2 sir, that you keep those windows closed and the smell 3 out of your face with that mask when you were farming? 4 A. Yes. My buddy -- 5 Q. Why is -- 6 A. My buddy that owns a farm up -- that lives 7 right here by me, he said that stuff is harmful. He 8 says it's liable to put you in the hospital. He says: 9 Make sure when you get out of that tractor, you've got 10 this mask on. And when you're spraying, make sure that 11 you got the doors shut and the air conditioning on. 12 And he would tell you because it was right 13 on the -- the writing was right on the jug where you 14 pour it in there that it was harmful. 15 Q. Okay. Now, we're going to play -- we're going 16 to go back in the time machine. Okay? We're going to 17 go back to when you enlisted in the Army. Okay? So 18 we're going all the way back to the late '50s. Okay? 19 A. Baby. 20 Q. Exactly. We're going to go back a ways. We're 21 going to go back in that time machine. Okay? 22 A. Okay. 23 Q. So you told us earlier that you enlisted in the 24 Army and you went to Korea, right? 25 A. Right.

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Page 70 1 Q. When you were in the Army, Mr. Murphy, how did 2 you get to Korea? 3 A. On a ship. On a -- 4 Q. Remember -- say that again. 5 A. A troop carrier. It was -- the General U.S. 6 [sic] Mann was the name of it. 7 Q. That was going to be my next question: Do you 8 remember the name of your ship? 9 A. Yeah, I can remember that because I hated it. 10 Q. Do I want to know why you hated it? 11 All right. Were there any guns onboard 12 this ship? I know you called it a "troop carrier," but 13 I don't know what that means. 14 A. No. It didn't do nothing but carry troops back 15 and forward over there. No guns whatsoever. 16 Q. What were your job responsibilities onboard 17 that ship on your way to Korea? 18 A. Washing dishes. 19 Q. So did you ever -- did you ever do any work on 20 any equipment onboard that ship? 21 A. No, just the dishes, pots and pans. 22 Q. You know, I hate doing dishes so that doesn't 23 sound too fun. 24 Okay. Once you got to Korea, sir, what 25 was your job?	Page 72 1 A. In a little while, yes. 2 Q. All right. When you came -- when you traveled 3 back from Korea to the States, did you take another 4 ship? 5 A. Yes. 6 Q. Was it another troop carrier? 7 A. Yes, but it -- 8 Q. So no guns onboard? 9 A. It was a small one and we knew it was small, 10 but I don't remember that because I didn't have to do 11 dishes. 12 Q. Oh, you didn't have do dishes on that one. 13 A. No. 14 Q. Did you have to do any jobs when you were 15 coming back or did you just get to relax? 16 A. Just make sure your room was swept and cleaned 17 up. And they would call you and tell you when dinner 18 was ready. 19 Q. All right. Now, when you made your way back to 20 North Carolina, sir, when you got back from the Army, 21 what did you do for a job? 22 A. Well, I come to work with my dad on the farm. 23 Q. Okay. 24 A. He always -- he always had a job for me. 25 Always. That's what I did, came back and worked on the
Page 71 1 A. I was a missile site -- missile site guard. I 2 guarded missiles. 3 Q. So it sounds like you were a security guard, 4 basically. 5 A. Yes, that's right. 6 Q. And is that what you did the entire time that 7 you were in Korea? 8 A. 13 months that I was over there, that's what I 9 did, guard that. I had 11 buildings. I had to make 10 sure nobody went in them without the right credentials. 11 They had the right (connection interruption) and nobody 12 would just mess around there. 13 And we had four towers and each one of 14 them had a .30-caliber machine gun sitting on the table, 15 mounted in there, and you could see all the way around. 16 Everywhere you needed to see, you could see. 17 Q. When you came back to Carolina -- did you come 18 back to Carolina directly when you were done in the 19 Army? 20 A. No. I come back to Fort Meade, Maryland. 21 Q. And how long were you in Maryland for when you 22 came back? 23 A. I guess it was for about a year. 24 Q. Okay. And then did you make your way back to 25 North Carolina?	Page 73 1 farm. 2 Q. My dad -- 3 A. And I got married shortly. When I was in the 4 Army, Doris and I, we got married. My wife, we were 5 dating and we got married. And -- 6 Q. So you and Doris got married -- were you and 7 Doris married by the time you enlisted and went to 8 Korea? 9 A. No, I wasn't married then. 10 Q. Okay. All right. So did you and Doris meet 11 and get married -- and we're going to talk more about 12 Doris later because I want to hear all about that, but 13 did you guys meet and get married when you came back, 14 after your honorable discharge? 15 A. Right. 16 Q. All right. So you're back on your parents' 17 farm working. What were your jobs on your parents' 18 farm? I know you said your dad always had something for 19 you to do, so tell us what he did have for you. 20 A. Operating the tractors, try to -- breaking 21 ground, cutting lends, building roads, planting corn. 22 Ever what time of year it was, that's what you did. 23 Q. Did you ever have to do any sort of brake work 24 on that tractor? 25 A. No.

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Page 74 1 Q. So when you say "operating it," were you just 2 basically driving it around? 3 A. Basically, driving. 4 Q. Did you live on your parents' farm as well? 5 A. Yes. 6 Q. Did Doris live with you on the farm as well? 7 A. Yes. 8 Q. Did you guys share a house with your parents or 9 did you have your own sort of space? 10 A. Well, to start, we had -- for about six months, 11 we shared a bedroom in my -- in my dad's house. But 12 after a little while, there was another house on the 13 farm we -- Doris and myself fixed it up, painted it, got 14 it all straightened out. And that's where we -- we 15 moved to all by ourselves. She had to do some cooking. 16 Q. Okay. So you said you fixed it up. Did you 17 ever do any drywall work on that house? 18 A. No. It was wood on the inside. 19 Q. Any joint compound work on that house? 20 A. No. 21 Q. Okay. How about, at any point in your life, 22 have you ever done any joint compound work? 23 A. Yes, I have. 24 Q. When did you do joint compound work? 25 A. I guess it was the house I'm living in right	Page 76 1 A. Every -- 2 Q. Let me ask that question again: What work did 3 you do at Texas Gulf, sir? 4 A. We moved dirt, moved material from one place to 5 another. 6 Q. All right. And when you were at Texas Gulf 7 moving dirt, who were you working for? Do you remember 8 who your employer was? 9 A. Brown & Root. 10 Q. All right. We talked about insulation work a 11 lot today. Did you have to do any of that insulation 12 work at Texas Gulf? 13 A. No. It was -- we were building a site to build 14 a big plant. 15 Q. Was it the foundation of the plant you were 16 building -- 17 A. Yes. 18 Q. -- when you were moving that dirt? 19 A. Yes. 20 Q. Now, how long do you remember being at Texas 21 Gulf for? 22 A. About three -- three years. 23 Q. Where do you remember going to work after you 24 finished your time at Texas Gulf? 25 A. I went and worked for Texas Gulf. It wasn't
Page 75 1 now. 2 Q. Okay. How about, at any point in your life, 3 have you done any brake work, any car work at all? 4 A. No. I've worked on engines but no brake work. 5 Q. Okay. So you're living on your parents' farm 6 with Doris; you're helping your dad on the farm, 7 maintaining your crops. At any point in time did you do 8 any industrial work, you know, plants, while you were 9 farming with your parents? 10 A. No. 11 Q. Where -- was there any point in time you worked 12 any other place between your parents' farm and 13 Weyerhaeuser in 1974? 14 A. I can't remember. 15 Q. That's okay. We'll work through it. Okay? 16 Don't worry. Don't worry. 17 Does the name Texas Gulf ring a bell? 18 A. Oh, yeah, yeah. 19 Q. All right. I knew it would. All right. So 20 let's talk about that. Okay? 21 Did you ever do any work -- 22 A. Yes. 23 Q. -- at Texas Gulf? 24 A. Yes. 25 Q. All right. What did you --	Page 77 1 (connection interruption) but for Texas Gulf, still 2 doing the same -- same heavy equipment. 3 Q. As an employee of Texas Gulf now, right? 4 A. That's right. 5 Q. So where -- what was your next job after you 6 were finished working for Texas Gulf? 7 A. Hmm. I believe -- 8 Q. Have you ever worked for -- have you ever 9 worked at a shipyard? 10 A. Yes. Yes. Shipyard and harbor boat work. I 11 just remembered. 12 Q. That's okay. We're going to work through it 13 together. Don't worry about it. You're doing great. 14 You're doing great. 15 All right. What shipyards do you remember 16 working at, sir? 17 A. New Bern shipyard at Barbour Boat Works. 18 Q. All right. Did you ever move out of state and 19 work at a shipyard out of state? 20 A. Yes, for Newport News shipyard. 21 Q. All right. 22 A. Built -- we built the new addition to it. 23 Q. Okay. How long were you at Newport News for? 24 A. About six months. 25 Q. Okay. And you said you were building a new

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Page 78 1 addition? 2 A. Yes. We added about a 90-acre building to the 3 existing plant. 4 Q. What were your job responsibilities when you 5 were building that new addition? 6 A. I welded all the structured steel that had to 7 be drove in the ground at the islands. Ever what had to 8 be done, that's what we did. 9 Q. Okay. Did you ever work on the ships at 10 Newport News or was it all land work? 11 A. All land work. Never been on a boat there. 12 Q. Okay. Did you work at any other places in 13 Virginia, where Newport News is, before you moved back 14 to North Carolina? 15 A. Yes, worked on (connection interruption) Possum 16 Point. 17 Q. What's Possum Point? 18 THE REPORTER: I'm sorry. I didn't hear 19 that answer. 20 Q. (By Ms. Gross) Where did -- what was the name 21 of it, sir? Tell her one more time. 22 A. Possum Point. It's about 60 miles north of 23 Richmond on 95. 24 Q. What is Possum Point, sir? 25 A. It is a power -- it is a power plant.	Page 80 1 breath. And my wife, she kept coming and say: I 2 believe you need to stop or you need to go to the 3 doctor, let him tell you what's wrong with you. 4 And I'd be out -- out in the shop, in the 5 wood shop, maybe just piddling, messing around. And I 6 finally went to the doctor and one doctor said: You 7 need to go get a test at Dr. Hannahan. I got it set up 8 so you can go get a test from him so we can see what's 9 wrong with you. 10 And we went there and he didn't have the 11 work to -- he didn't have the facilities to -- to tell 12 me what was wrong with me, so he made me an appointment 13 at the hospital. He said it would be a minor procedure, 14 but they had to go into my lungs, stick a tube in there 15 and see what was wrong with it. 16 But anyhow, we went to the hospital, 17 but -- 18 Q. Okay. When -- 19 A. Went to the hospital. He made me an 20 appointment and went to the hospital. And he said it 21 would be a minor procedure, but when I went in there, I 22 stayed five days in the hospital. I didn't think it was 23 minor anyhow -- anyhow. When I went in the hospital, I 24 did get sick. 25 Q. Okay. So let's -- let's break that down a
Page 79 1 Q. What did you do at Possum Point? 2 A. I was in a prefab shop, made beams and stuff 3 that they were putting in the building. Structured -- 4 Q. Any pipe work or insulation -- oh, I'm sorry. 5 Go ahead. 6 A. Structured steel is what I welded together, got 7 it straight for the building (connection interruption) 8 the building. 9 Q. Let me make sure I just asked that question 10 real quick. Did you do any pipe work or insulation work 11 at Possum Point? 12 A. No. 13 Q. All right. So now we're going to way shift 14 gears. Okay? 15 Do you need another break real quick? 16 We're kind of getting to our last little section, so if 17 you need a little break, now would be a good time. 18 A. Let's go and see. 19 Q. You sure? 20 A. Yeah. 21 Q. All right. I want to talk about before your 22 mesothelioma diagnosis. Okay? Did you start having 23 health issues before you got your diagnosis? 24 A. No. I didn't -- I didn't think there was 25 really nothing wrong with me. I was just short of	Page 81 1 little bit. Okay? 2 You said you had to have a tube put in; is 3 that right? 4 A. Yes. They put about a five-inch tube. They 5 run it in my side and run it right to my lung -- my 6 lungs. Just run it -- stuck it right -- went right 7 through my lungs. And in the hospital, after the doctor 8 put that in -- 9 Q. Okay. 10 A. -- come back in -- he come back in the room 11 there and he said: Mr. Murphy. He said: I hate to 12 tell you, but you have got mesothelioma. 13 Q. Mesothelioma? 14 A. Yes. He said: It's a bad case. (Connection 15 interruption). He said: There ain't nothing you can do 16 about it. He said: I'm not going to keep you very long 17 because I know this stuff will kill you. He said: 18 There ain't no -- ain't no doubt about it. It will kill 19 you. 20 DEFENSE COUNSEL: Object on hearsay. 21 A. I know my -- my heart fell to my feet when he 22 told me there wasn't no cure. But anyhow, I went along 23 with it because I knew the good Lord would take care of 24 me because I pray. I pray. And I'm a Christian man, 25 and I'm telling you, it just hurt my feelings so bad.

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1 But anyhow, the good Lord, He took care of 2 me. He -- 3 Q. (By Ms. Gross) Okay. 4 A. He's kept me till now and this has been a year 5 ago. And I keep -- I pray every night to it: Just let 6 me live a little while longer till I can see You come 7 back again. 8 But a lot of people don't believe in Jesus 9 Christ, but you know what? You're talking to somebody 10 that believes in Jesus Christ 100 percent. I know He 11 can do what He said He could do because He has so far 12 with me. But I don't put nobody in front of the Lord. 13 But anyhow, listen, I get to talking about 14 Jesus and I about have to cry. Whoo, man, it's just 15 beautiful. 16 But anyhow, when I -- so I stayed in there 17 about another six or seven days, in the hospital. I 18 don't know how long I stayed. I stayed so long I 19 forgot -- I forgot how long I did stay. 20 Q. Did you have a surgery before that hospital 21 stay? Like, were you put to sleep? 22 A. He put me to sleep. Yes, I couldn't have stood 23 it. When I woke up, I had a -- like a garden hose, 24 almost. And it drained -- so they could drain it. And 25 they drained about two or three ounces -- two or three	1 tell us what you know. 2 A. They was going to give me a treatment you take 3 for cancer. 4 Q. Chemotherapy? 5 A. Yeah, a little chemotherapy, but we decided not 6 to take it. All right. That's why I'm still here, but 7 he said: Mr. Murphy, he said: A lot of people takes 8 the treatment. 9 But he didn't advise me not to take it. I 10 just decided because I had a nephew, he had the same 11 thing I did and he was in the hospital at the same time 12 I was, but he died a week before I got out of the 13 hospital. And he was taking the treatment, so that made 14 me decide not to take it. I said: I feel bad enough 15 already, so what's the need of me taking the treatment 16 and feeling worse in a few days I got left? 17 When I got ready to come home, they told 18 me, he said: Mr. Murphy, you're going to just be home 19 for a few days. He said: In a couple of weeks, you're 20 going to probably be put in the ground. He said: I've 21 never seen nobody leave with this stuff like you have 22 got. 23 I mean, my left lung right now is 24 completely gone. Mary usually drained this -- up until 25 about three months ago, she used to drain it every day.
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1 liters a day out of my lungs. You could see it running 2 in a -- something on the floor there, a big pot that was 3 running in there. But you could see it. 4 But after that, he come in; he shook my 5 hand; he told me he was sorry, you know, about all -- 6 sorry I had it. And he -- whoo. 7 Q. Okay. 8 A. But anyhow, I had it. He said: You've got a 9 good doctor coming in, Dr. Gorman. You know, he's a 10 lung specialist. 11 Q. Okay. And that's what I was going to ask you 12 was: Do you remember the name of your doctor? 13 So, Dr. Gorman, was he one of the doctors 14 that you told us at the very beginning this morning told 15 you that your mesothelioma was due to asbestos? 16 DEFENSE COUNSEL: Objection. 17 DEFENSE COUNSEL: Objection, form. 18 A. Hannahan. 19 Q. (By Ms. Gross) Hannahan? 20 A. And then Dr. Gorman, when I went to him after I 21 got out of the hospital and I go to him, they were going 22 to give me -- 23 THE WITNESS: What do you call it? 24 MS. GROSS: Oh, Mary can't help. 25 Q. (By Ms. Gross) Don't worry about it. Just	1 She would come over and put a tube in there and drain 2 it, but something has happened and she don't have do 3 that anymore. But -- 4 Q. Okay. 5 A. But I didn't -- I called -- I called the doctor 6 and told him I'm going to take the treatment. And he 7 said: I'm glad you changed your mind. 8 But my nephew is dead and probably 9 (connection interruption), but I'm still here eating 10 three meals a day, still drinking coffee, doing like I 11 want to and still praising the Lord. And thank you, 12 Jesus. 13 And I want to thank him. And to my 14 ability, I want y'all to thank the Lord because He -- 15 He's keeping y'all hearing what you're going to. I 16 ain't preaching to you, but I'm telling you, got 17 something going on in this United States, take something 18 like that to keep us straightened out. 19 But that's about it. 20 Q. Okay. Now I want to talk to you a little bit 21 about your life before you got sick. 22 A. Okay. 23 Q. Now we're going to talk about things that make 24 you happy, like your wife. Okay? You told us you are 25 married to a lovely lady named Doris?

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Page 86 1 A. That's right. 2 Q. How -- how did you and Ms. Doris meet? 3 A. Well, when I was stationed at Fort Meade, 4 Maryland, me and my buddy, we tried to go down to this 5 little town -- I can't think of the name. I can't think 6 of the name of it. 7 Q. That's okay. 8 A. But we went down to this little town. There 9 probably ain't 20 stores in the town, but they had a 10 movie theater. And we went down there and it was a 11 while. We come out and we seen these two girls just 12 coming out of the theater, was right there at the "Y," 13 and I kind of hesitated, let them get on out so we could 14 get a good look at them. And man, they was some 15 good-looking girls. 16 We waited and they come on out and we 17 talked to them a little bit, but my wife said: 18 My daddy -- I said: What are y'all doing out here on 19 the street? 20 My wife said: My daddy is fixing to pick 21 us up. 22 I said: Oh. I told my buddy, I said: 23 Jimmie, I said: We might as well ease on. Her daddy is 24 coming out. He ain't going to want us to date his 25 girls.	Page 88 1 thing you know, I was sitting beside her right then. 2 Q. That was it. 3 A. Yeah, done talking to her, sitting beside her. 4 But anyhow, as things went by, when Jimmie 5 come back, I told him: Jimmie, I said: Buddy, your 6 lost your girlfriend. 7 What do you mean? 8 I said: Because she's going with me now. 9 He said: Not until I talk to her. 10 I said: Okay. 11 Then he called her up. She said: No, I'm 12 going to date Nick for a while. 13 And not knowing her daddy was in the Army, 14 too, in the same place that I was. 15 Q. Did her dad like you then? Because that's a 16 heads-up, if he does. 17 A. Not until he -- not until she introduced me to 18 him. And I wouldn't drink. He drank beer, but I said: 19 No, I don't do none of that. I don't drink. 20 And he liked me because I didn't drink, 21 didn't cuss. But he liked me anyhow. He invited -- he 22 invited me to the house. Not she did. He did. 23 Q. Oh, really? 24 A. Yeah. 25 Q. That's different.
Page 87 1 Didn't know they wasn't sisters. 2 But anyhow, they come on out and things 3 went by -- a couple weeks went by and when Jimmie -- my 4 buddy was dating Doris to start with, and when he left, 5 Jimmie, he went to Tennessee. That's where he lived at. 6 He got a -- he got a -- a leave. He went there, a 7 leave, and went home. 8 Doris, she went to the theater by us so I 9 knew she was hoping to meet me. And that's what 10 happened. Went to the theater and I looked her over, I 11 said: Good great, I said: That is going to be my 12 girlfriend. 13 Right then. And I wasn't even dating her. 14 I went up there and I talked to her. I said: Can I sit 15 beside you? 16 She said: No. 17 Q. Giving you a hard time, huh? 18 A. Yeah. She said: I'm dating your buddy, 19 Jimmie. 20 I said: Well, he's gone to Tennessee. I 21 said: He will be back in a week or so. 22 She said: Well, (connection interruption) 23 when he comes back. 24 I said: Okay. 25 I kept on talking to her and, the first	Page 89 1 A. And he was a -- he was a sergeant. He was -- 2 he was -- he was three stripes up and down, so he was a 3 high-ranking NCO. 4 Q. Okay. 5 A. But anyhow -- and he said -- asked me a couple 6 of times when I was on guard duty, he said: When are 7 you coming back up to the house? 8 I said: Oh, I'll be up there sometime. 9 And it was a while, about a month or so, I 10 didn't go up there. And he said: I've got guard duty 11 tonight. I see your name is on there. You can go up to 12 the house tonight. He said: I'll carry you. 13 I thought he was joking, but on guard 14 duty, he did carry me to his house to see where he lived 15 at. He had a two-story brick home he lived in. And I 16 went on up there, waited, and he introduced me to his 17 wife. And his wife just looked at me -- she 18 didn't have -- she was quiet. She didn't have a whole 19 lot to say. I didn't have a lot to say to her because I 20 didn't know how she felt. But she was a nice lady. All 21 of them was. 22 And she had two sisters younger than she 23 was, but I didn't know them. But -- 24 Q. Can I ask you a question about Doris? 25 A. Yes.

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Page 90 1 Q. Why did you fall in love with Doris? 2 A. She was so nice, you couldn't help but fall in 3 love with her. She was nice. You didn't do nothing. 4 You thought she was going to do something. Not with 5 Doris because she would tell you right to start with. 6 She was that kind. 7 And Mama said: Whenever you find one that 8 turns you down, turns you down, turns you down, that's 9 the right one. 10 And that was her. And I went -- I went 11 with her a couple of months, but I tried to get her to 12 come home with me, but she wouldn't do it. Not until 13 later on. She come home and my mother liked her, and I 14 told Mama: I think I'm going to marry her. 15 She said: You ain't been going very long 16 enough. 17 I said: We'll see. 18 But anyhow, we got married and we've been 19 together about 59 years and still -- still -- 20 Q. Still going? 21 A. Still going; that's right. And you just 22 can't -- can't beat that. I got four young'ns that 23 everybody likes and got a bunch of grandkids everybody 24 likes. 25 Q. I wanted to ask you about your grandkids. I	Page 92 1 A. Yes. 2 Q. How many grandbabies do you have? 3 A. Let's see. Five -- I have eight. 4 Q. And do any of those grandbabies have their own 5 babies? Are you a great-grandfather? 6 A. No, not yet. 7 Q. Not yet? 8 A. Not yet. 9 Q. Okay. 10 A. I ain't about to be. 11 Q. Okay. Do you get to see your grandkids a lot? 12 A. Yes. 13 Q. Yeah? 14 A. Yeah. Yeah, I get to see them. 15 Q. Do you get to see your own kids a lot? 16 A. Yes. Yes. I got one of my grand- -- 17 grandchildren, my oldest grandyoung'n, he works at 18 Texas -- works at PC -- it's not Texas Gulf now. It's 19 PCS. But he works for them and I got -- my baby 20 daughter is working for them. 21 Q. I heard, sir -- 22 MS. GROSS: You know what? Let's put up 23 Exhibit 3. Should be a big family photo of him. 24 Q. (By Ms. Gross) All right. Can you see this on 25 your computer, Mr. Murphy (indicating)?
Page 91 1 did. Let me ask you this before we get there: I want 2 to ask you about Doris. 3 A. Okay. 4 Q. More recently, how is Doris's health? 5 A. It's not too good. She's got -- 6 THE WITNESS: What is -- what cancer is it 7 that you got, Doris? 8 Q. (By Ms. Gross) Is it -- does she have -- have 9 you ever heard the word "cirrhosis" before, Mr. Murphy? 10 A. Yes, that's what it is. Cirrhosis of the 11 liver. 12 Q. Okay. Before -- 13 A. I used to -- when I found out she had it, she 14 felt bad, but I done all the cooking, and if something 15 needed cleaning around the house, I'd clean it. I done 16 all the work that she needed doing for. But whenever 17 she found out I had what I got, she started doing it 18 again. And it's just things is bad. It's bad that way. 19 You got to help one another. That's the way we been 20 doing. 21 Q. You were her caretaker, basically, before you 22 got sick? 23 A. That's right. 24 Q. All right. Now, we already know now you're a 25 grandfather, correct?	Page 93 1 A. Yes. 2 Q. All right. So my understanding is that this -- 3 you tell me. When do you remember this photo being 4 taken? I think it's around Thanksgiving. 5 A. That's what I was fixing to say: Thanksgiving. 6 Q. Okay. And who all is in this photo? 7 A. Okay. You can see Mary in the back. 8 Q. Okay. 9 A. All right. Right beside her is her 10 granddaughter. And looking at the picture, coming onto 11 the right is her granddaughter again. And then in the 12 front of -- in the front of her granddaughter is Doris. 13 You see Doris. 14 Q. Got the orange shirt on? 15 A. Yeah. 16 Q. Okay. 17 A. And the white shirt on is my son. That's Andy. 18 And that's his little girl. That's his girlfriend's 19 girl. 20 Q. Okay. 21 A. Girlfriend's baby. And then that old 22 bald-headed man sitting there is me. And the one -- the 23 girl behind me is my baby girl; she's working for PCS. 24 And that's her son, the one with the curly hair. And 25 this is my grandson (indicating). That's Michael.

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Page 94 1 MS. GROSS: Okay. You can go ahead and 2 take that off the screen, please. 3 A. Okay. 4 Q. (By Ms. Gross) All right. Now, Mr. Murphy, I 5 have heard a rumor -- I've heard this rumor that you can 6 cook a mean barbecue chicken; is that right? 7 A. The best you have ever ate. Not just in Texas, 8 but the best you have ever ate anywhere. 9 Q. Your grandkids appreciate that yet? 10 A. They say (connection interruption). People 11 say: You can cook. 12 I say: That's it. If nothing else, I can 13 cook a chicken. 14 You put the bone in your mouth and you 15 pull the bone out and the bone comes out of that. Ain't 16 nothing but good, tender chicken. 17 Q. I've also heard that you can build, like, 18 models of ships and planes; is that right? 19 A. A little bit. You know, I -- I didn't 20 really -- I just tried it in secret. 21 Q. Well, it looks like -- 22 MS. GROSS: Go ahead and put up Exhibit 4. 23 It should be that photo of a ship that he built. 24 Q. (By Ms. Gross) Did you build that 25 (indicating)?	Page 96 1 ever really have any health problems? 2 A. No. I've never been sick a day in my life, as 3 I know of, nothing than taking an aspirin. 4 Q. Did you ever smoke? 5 A. Yes. 6 Q. When did you start smoking? 7 A. When I was 18. 8 Q. Do you still smoke? 9 A. No. I quit -- 10 Q. When did you -- 11 A. -- eleven years ago. 12 Q. Why did you quit? 13 A. Because the Lord told me I need to quit. 14 Q. Good for you. 15 A. And I quit smoking, cussing and drinking all at 16 the same time. And when you come down here, I'm going 17 to tell you how I quit. 18 Q. Okay. 19 A. Take about 15, 20 minutes, but -- 20 Q. Can I have some barbecue chicken? 21 A. Yes. 22 Q. Okay. All right. Two more questions for you, 23 Mr. Murphy. Okay? 24 A. Okay. 25 Q. And they're tough ones. Okay?
Page 95 1 A. Yes. 2 Q. That looks pretty good to me. 3 A. My wife used to work at Hatteras, Hatteras 4 Yacht Company, and I looked at the boats so much, I 5 said: I believe I can build that boat. 6 So I built everything about it, the 7 handrails, everything. 8 MS. GROSS: Okay. Let's go ahead and take 9 that down, please. 10 Q. (By Ms. Gross) More broadly, Mr. Murphy, aside 11 from the fact that you can cook the best barbecue 12 chicken in the country, who cooks the most in your house 13 now? Who does the cooking? 14 A. Me. 15 Q. You do still? 16 A. Me. Still -- still -- the good Lord is still 17 letting me get around to cook. 18 Q. Good. What about the current housework? Who 19 does housework around your house now? 20 A. Me and Doris and my baby girl will come over 21 sometimes. 22 Q. All right. One quick question before I forget. 23 I probably should have asked it sooner, but I didn't. 24 One quick question, sir: When we were 25 talking about your health before your diagnosis, did you	Page 97 1 Do you have an understanding of what your 2 prognosis is? Has any doctor told you about that, how 3 much time you might have left? 4 A. Yeah, a bunch of them has told me. The 5 hospital nurse, when I come home, told me: You've got 6 about two more weeks before you're going to have to be 7 carried to the funeral home. 8 And I haven't been to a doctor in six or 9 eight months. They come out here. And I don't have 10 no -- I don't have no trouble with them. Ever what they 11 say do, I do it. I don't take nothing for no -- I do 12 what they tell me. That's it. 13 Q. One final question and I want to take a little 14 bit of a break. Okay? 15 A. Okay. 16 Q. Have you given any thought, Mr. Murphy, to how 17 Doris is going to do without you, when you're no longer 18 here? 19 A. All the time. 20 Q. What do you think about that? 21 A. I think the kids will take -- will take care of 22 her. 23 Q. Let's take a quick break. Okay? 24 A. Okay. 25 Q. All right. Do you remember how to use your

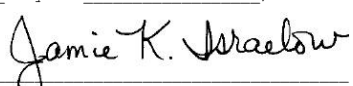
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Page 98 1 (connection interruption)? 2 THE VIDEOGRAPHER: Going off the video 3 record. The time is 16:53 UTC. 4 (A recess was taken from 5 11:53 a.m. to 12:23 p.m.) 6 THE VIDEOGRAPHER: We're back on the 7 record. The time is 17:23 UTC. Go ahead. 8 Q. (By Ms. Gross) All right. Mr. Murphy, we just 9 discussed briefly on the record, but the plan for today, 10 since -- you're tired, right? 11 A. Yes. 12 Q. Yeah. We're going to be done here for the day. 13 We're going to let you rest and then we will come back 14 same time tomorrow and finish up any last questions I 15 have. And then I'm going to let some of these other 16 attorneys have a shot at talking to you. Okay? 17 A. Okay. 18 MS. GROSS: All right. Off the record. 19 THE VIDEOGRAPHER: Going off the record. 20 The time is 17:24 UTC. 21 (Off the record at 12:24 p.m.) 22 ----- 23 24 25	Page 99 1 CHANGES AND SIGNATURE 2 WITNESS NAME: NICHOLAS LEON MURPHY 3 DATE OF DEPOSITION: April 28, 2020 4 5 Please indicate changes on this sheet of paper, 6 giving the change, page number, line number and reason 7 for the change. Please sign each page of changes. <table border="1"><thead><tr><th>PAGE/LINE</th><th>CORRECTION</th><th>REASON FOR CHANGE</th></tr></thead><tbody><tr><td>8</td><td></td><td></td></tr><tr><td>9</td><td></td><td></td></tr><tr><td>10</td><td></td><td></td></tr><tr><td>11</td><td></td><td></td></tr><tr><td>12</td><td></td><td></td></tr><tr><td>13</td><td></td><td></td></tr><tr><td>14</td><td></td><td></td></tr><tr><td>15</td><td></td><td></td></tr><tr><td>16</td><td></td><td></td></tr><tr><td>17</td><td></td><td></td></tr><tr><td>18</td><td></td><td></td></tr><tr><td>19</td><td></td><td></td></tr><tr><td>20</td><td></td><td></td></tr><tr><td>21</td><td></td><td></td></tr><tr><td>22</td><td></td><td></td></tr><tr><td>23</td><td></td><td></td></tr><tr><td>24</td><td></td><td></td></tr><tr><td>25</td><td></td><td></td></tr></tbody></table>	PAGE/LINE	CORRECTION	REASON FOR CHANGE	8			9			10			11			12			13			14			15			16			17			18			19			20			21			22			23			24			25		
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Page 100 1 I, NICHOLAS LEON MURPHY, have read the foregoing 2 deposition and hereby affix my signature that same is 3 true and correct, except as noted on the previous 4 page(s), and that I am signing this before a Notary 5 Public. 6 7 _____ 8 NICHOLAS LEON MURPHY, VOLUME 1 9 10 STATE OF _____ * 11 COUNTY OF _____ * 12 13 Before me, _____, on 14 this day personally appeared NICHOLAS LEON MURPHY, known 15 to me, or proved to me under oath or through 16 _____ (description of identity card or 17 other document), to be the person whose name is 18 subscribed to the foregoing instrument and acknowledged 19 to me that they executed the same for the purposes and 20 consideration therein expressed. 21 Given under my hand and seal of office on 22 this, the _____ day of _____, 2020. 23 24 _____ 25 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS My Commission Expires: _____ JOB NO. 331159	Page 101 1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT 2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND 3 NICHOLAS LEON MURPHY,) 4 AND DORIS ANNE MURPHY,) 5 Plaintiffs,) C/A NO. 2020-CP-40-1364 6) 7 V.) In re: Asbestos 8) personal jury litigation 9 COVIL CORPORATION,) Coordinated docket 10 et al.,) 11 Defendants.) 12 13 REPORTER'S CERTIFICATION OF THE ORAL 14 DEPOSITION OF NICHOLAS LEON MURPHY 15 April 28, 2020 16 I, Jamie K. Israelow, a Certified Shorthand 17 Reporter duly commissioned and qualified in and for the 18 State of Texas, Registered Merit Reporter and Certified 19 Realtime Reporter, do hereby certify that there came 20 before me on the 28th day of April, 2020, at 1207 Brices 21 Creek Road, in the City of New Bern, County of Craven 22 and State of Florida, the following named person, 23 to-wit: NICHOLAS LEON MURPHY, who was duly sworn to 24 testify the truth, the whole truth, and nothing but the 25 truth of knowledge touching and concerning the matters in controversy in this cause; and that he was thereupon examined upon oath and his examination reduced to typewriting under my supervision; that Volume 1 of the deposition is a true record of the testimony given by																																																									

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Page 102 1 the witness, and signature of the witness is to be 2 before any notary public and returned within 30 days 3 from date of receipt of transcript. 4 I further certify that pursuant to FRCP Rule 5 30(e) that the signature of the deponent: 6 _X_ was requested by the deponent or a party 7 before the completion of the deposition and that 8 signature is to be before any notary public and returned 9 within 30 days from date of receipt of the transcript. 10 If returned, the attached Changes and Signature Page 11 contains any changes and the reasons therefor: 12 ___ was not requested by the deponent or a 13 party before the completion of the deposition. 14 I further certify that I am neither attorney 15 or counsel for, nor related to or employed by any of the 16 parties to the action in which this deposition is taken, 17 and further that I am not a relative or employee of any 18 attorney or counsel employed by the parties hereto, or 19 financially interested in the action. 20 21 22 23 24 25	Page 103 1 IN WITNESS WHEREOF, I have hereunto set my 2 hand this ___ day of ___, 2020. 3 4  5 6 Jamie K. Israelow, CSR, RMR, CRR 7 Texas CSR 3801 8 Expiration Date: 4/30/2021 9 US Legal Support-Dallas 10 CRCB Registration No. 343 11 100 Premier Place 12 5910 North Central Expressway 13 Dallas, Texas 75206 14 214.741.6001 15 16 17 18 19 20 21 22 23 24 25

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1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT
2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND
3 NICHOLAS LEON MURPHY,)
4 AND DORIS ANNE MURPHY,)
5 Plaintiffs,) C/A NO. 2020-CP-40-1364
6)
7 V.) In re: Asbestos
8) personal injury
9 COVIL CORPORATION,)
10 et al.,) litigation
11 Defendants.) Coordinated docket
12)
13 -----
14 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
15 NICHOLAS LEON MURPHY
16 April 29, 2020
17 VOLUME 2
18 (Reported remotely in Denton County, Texas)
19 -----
20 ORAL, VIDEOTAPED AND VIDEOCONFERENCED OF NICHOLAS
21 LEON MURPHY, produced as a witness at the instance of
22 the Plaintiffs, taken in the above-styled and -numbered
23 cause on April 29, 2020, from 9:21 a.m. to 11:50 a.m.
24 CDT, before Jamie K. Israelow, a Certified Shorthand
25 Reporter in and for the State of Texas, Registered Merit
Reporter and Certified Realtime Reporter, reported in
machine shorthand, with the witness appearing remotely
at 1207 Brices Creek Road, in the City of New Bern,
County of Craven and State of North Carolina, pursuant
to the Texas Supreme Court First Emergency Order
Regarding the COVID-19 State of Disaster and the
provisions stated on the record or attached hereto; that
the deposition shall be read and signed before any
notary public.

PLAINTIFF'S
EXHIBIT

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1 INDEX Page 113 2 PAGE 3 105-112 4 APPEARANCES 5 NICHOLAS LOUIS MURPHY 6 EXAMINATION (CONTINUED) BY MS. GROSS 115 7 EXAMINATION BY MR. TRAYLOR 139 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 115 1 Israelow, on behalf of US Legal Support, please enter 2 the statement for remote proceedings into the record. 3 THE REPORTER: Since this is a Volume 2, 4 I'll waive the reading again and just remind the witness 5 he's still under oath. 6 MS. GROSS: Thank you. 7 NICHOLAS LEON MURPHY, 8 having been previously sworn, testified as follows: 9 EXAMINATION (CONTINUED) 10 BY MS. GROSS: 11 Q. Hi, Mr. Murphy. How are you today? 12 A. I'm fine, I guess. 13 Q. Okay. Good. You ready to keep going with me 14 for just a little bit longer? 15 A. Might as well. 16 Q. What was that? 17 A. Go ahead and get through with it. 18 Q. All right. Well, I don't think I'm going to 19 take much more than 15 minutes of your time this 20 morning, so let's just get it over with, yeah? 21 A. Yeah. 22 Q. All right. So, yesterday, Mr. Murphy, we 23 talked about how you knew the difference between 24 asbestos insulation and fiberglass insulation. Do you 25 remember that?
Page 114 1 PROCEEDINGS 2 (On the record at 9:21 a.m.) 3 THE VIDEOGRAPHER: All right. We are now 4 on the record. Participants should be aware that this 5 proceeding is being recorded, and as such, all 6 conversations will be recorded unless there is a request 7 and an agreement to go off the record. Private 8 conversations and/or attorney-client interactions should 9 be held outside the presence of the remote interface. 10 A link to the recording will be available 11 to all parties to the case for up to 90 days from 12 today's date, provided the requesting party has 13 purchased a certified copy of the transcript. 14 This is the remote video-recorded 15 deposition of Nicholas Murphy, Volume 2, being taken by 16 counsel for the plaintiff. Today is Wednesday, 17 April 29th, 2020. The time is now 14:22 in the UTC time 18 zone. 19 We are here in the matter of Murphy versus 20 Covil Corporation, et al. My name is Travis Jewell, 21 remote video technician on behalf of US Legal Support, 22 located at 16825 Northchase Drive, Houston, Texas. I am 23 not related to any party in this action nor am I 24 financially interested in the outcome. 25 At this time, will the reporter, Jamie	Page 116 1 A. Yes. 2 Q. And you told us about how you could feel the 3 difference between the two and see the difference 4 between the two. Do you remember that? 5 A. Right. 6 Q. And I want to make sure that something is clear 7 and clarify a little something that we talked about 8 yesterday. 9 I asked you yesterday if you knew that the 10 insulation was asbestos, and you told us: Not until the 11 doctors told me. 12 Do you remember that? 13 A. Yes. 14 Q. Okay. That's what I want to clarify. Did you 15 mean that you didn't know asbestos could get you sick 16 until the doctors told you that you got diagnosed with 17 cancer? 18 DEFENSE COUNSEL: Object to leading. 19 A. That's right. 20 Q. (By Ms. Gross) You had talked to us a little 21 bit about that as well yesterday, that you didn't 22 remember -- you didn't know that asbestos could make you 23 sick until you got sick, right? 24 A. That's right. 25 DEFENSE COUNSEL: Objection, leading.

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Page 117 1 Q. (By Ms. Gross) All right. When you were -- 2 that's what I want to make clear. 3 When you were working with the pipe 4 insulation, you knew that it was asbestos-containing, 5 correct? 6 A. Right. 7 DEFENSE COUNSEL: Objection, leading. 8 Q. (By Ms. Gross) Okay. And the insulation we 9 talked about yesterday, whether it was at Weyerhaeuser, 10 Bowater or Sutton, you were talking to us about work you 11 did with asbestos insulation, right? 12 A. Right. 13 DEFENSE COUNSEL: Object to form. 14 DEFENSE COUNSEL: Object to the form. 15 Q. (By Ms. Gross) All right. Were there other 16 people that you worked with at any of those job sites, 17 whether it was Weyerhaeuser, Bowater or Sutton, that 18 referred to that insulation as asbestos insulation? 19 DEFENSE COUNSEL: Objection. 20 A. Yes. 21 Q. (By Ms. Gross) And was knowing the difference 22 between the asbestos insulation and the fiberglass 23 insulation, was knowing this difference common knowledge 24 within your trade as a pipe fitter? 25 DEFENSE COUNSEL: Object to the form.	Page 119 1 us about, right? 2 A. That's right. 3 Q. Were there times that you were wearing a brown 4 hat, so you were working for Brown & Root -- 5 A. Yes. 6 Q. -- that you remember seeing Daniel guys at -- 7 DEFENSE COUNSEL: Object to the form. 8 Q. (By Ms. Gross) -- Weyerhaeuser? 9 DEFENSE COUNSEL: Object to the form. 10 MS. GROSS: Can I just finish my question? 11 It's a little bit hard for him to hear on the remote 12 deposition. 13 DEFENSE COUNSEL: Sure, Rachel. 14 MS. GROSS: Thank you. All right. 15 Q. (By Ms. Gross) Let me reask the question, 16 Mr. Murphy. Okay? 17 Were there times that you remember wearing 18 a brown hat, so you were working for Brown & Root, that 19 you remember seeing Daniel guys at Weyerhaeuser? 20 A. Yes. 21 DEFENSE COUNSEL: Object to the form. 22 Q. (By Ms. Gross) Now, were there times when you 23 were wearing a brown hat for Brown & Root that you 24 remember seeing Daniel guys at Bowater? 25 A. Yes.
Page 118 1 DEFENSE COUNSEL: Form. 2 Q. (By Ms. Gross) Did other pipe fitters that you 3 worked with know the difference between the two? 4 DEFENSE COUNSEL: Objection to form. 5 A. We worked right together. 6 Q. (By Ms. Gross) Okay. The best way I sort of 7 figured out over time how to tell the difference between 8 two different things is like comparing cotton and velvet 9 and silk. 10 Do you know the difference between cotton, 11 velvet and silk? 12 A. Yes. 13 Q. If someone asked you to describe the difference 14 between those three things and how they felt and looked, 15 could you do that? 16 A. Yes. 17 Q. All right. Different -- a little bit of a 18 different topic. I want to shift gears. 19 You talked to us yesterday about how, at 20 various points in time, you worked for either Brown & 21 Root or Daniel, right? 22 A. Yes. 23 Q. Okay. And -- I got you. 24 And you could tell the difference between 25 those two because of the different-colored hats you told	Page 120 1 DEFENSE COUNSEL: Object to the form. 2 Q. (By Ms. Gross) And finally, were there times 3 when you were wearing a brown hat that you remember 4 seeing Daniel guys at Sutton? 5 A. That's right. 6 DEFENSE COUNSEL: Object to the form. 7 Q. (By Ms. Gross) Now, did you see these Daniel 8 guys at these three job sites, would you say, 9 frequently, regularly or not as often? 10 DEFENSE COUNSEL: Object to the form. 11 Q. (By Ms. Gross) Go ahead, sir. 12 A. Frequently, I seen them. When I was there, I 13 saw them. 14 Q. Thank you. 15 All right. Let's shift gears one more 16 time. I'm kind of jumping around on you a little bit 17 this morning. Okay? 18 I want to talk about shutdowns real quick. 19 I've heard that shutdowns can be sometimes pretty close 20 quarters during a workday; is that right? 21 A. Yes. 22 DEFENSE COUNSEL: Objection, leading and 23 suggestive. 24 Q. (By Ms. Gross) Go ahead, sir. 25 A. Yes.

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Page 121 1 Q. All right. 2 A. You're on top of one another. 3 Q. During those shutdowns, Mr. Murphy, that you 4 worked over your career, over the course of decades, was 5 it your job ever to watch over anyone else's shoulder 6 and how they were doing their own work? 7 DEFENSE COUNSEL: Objection to form. 8 A. No. 9 Q. (By Ms. Gross) You didn't have a notebook, 10 where you walked around journaling every time you saw 11 someone working on a boiler or a turbine or a pump, 12 right? 13 A. No. 14 DEFENSE COUNSEL: Object to form. 15 Q. (By Ms. Gross) Say that again, sir. 16 A. No, I didn't. 17 Q. Were you working with other people who were 18 working on boilers at Weyerhaeuser? 19 DEFENSE COUNSEL: Object to form. 20 DEFENSE COUNSEL: Form. 21 A. Yes. 22 Q. (By Ms. Gross) Could you see what those people 23 were doing? 24 DEFENSE COUNSEL: Form. 25 A. Yes. I could see what they were doing.	Page 123 1 Q. Go ahead, sir. 2 A. I said: Okay. 3 Q. Okay. You worked with pumps at Weyerhaeuser, 4 correct? I think you told us that yesterday. 5 A. Yes. 6 Q. Okay. And I want to ask you a question sort of 7 generally about pumps in total, not specifically tied to 8 any of your job sites. Okay? 9 A. Okay. 10 Q. If you -- okay. If you take a pump offline, is 11 there a gasket on each pump? 12 A. Yes. 13 Q. And to replace the gasket and get the pump back 14 online, do you have to remove that gasket? 15 A. Yes. 16 MS. GROSS: Okay. Travis, I think Teresa 17 e-mailed you a couple of attachments this morning. Did 18 you get those? 19 THE VIDEOGRAPHER: I did not. 20 MS. GROSS: Okay. Hang on one second, 21 sir. 22 Can we go off the record for a minute? 23 THE VIDEOGRAPHER: Going off the record. 24 The time is 14:32 UTC. 25
Page 122 1 Q. (By Ms. Gross) Were you close enough to see 2 that those people were doing the same kind of work on 3 those boilers that you were doing on pipe insulation? 4 A. Yes. 5 DEFENSE COUNSEL: Objection. 6 DEFENSE COUNSEL: Object to form. 7 Q. (By Ms. Gross) Great. Now, how about 8 turbines? Were you ever working with other people who 9 were working on turbines at Weyerhaeuser? 10 DEFENSE COUNSEL: Object to the form. 11 DEFENSE COUNSEL: Form. 12 A. Yes. 13 Q. (By Ms. Gross) Could you see what they were 14 doing on those turbines? 15 A. Yes. 16 DEFENSE COUNSEL: Object to the form. 17 Q. (By Ms. Gross) Were you close enough that you 18 could see them doing the same kind of work that you were 19 doing yourself? 20 A. Yes, that's right. 21 DEFENSE COUNSEL: Objection to form. 22 DEFENSE COUNSEL: Object to form. 23 Q. (By Ms. Gross) All right. And let's jump 24 forward to pumps. Did you ever -- 25 A. Okay.	Page 124 1 (A recess was taken from 2 9:32 a.m. to 9:34 a.m.) 3 THE VIDEOGRAPHER: We are back -- I'm 4 sorry. We are back on the record. The time is 14:32 5 UTC. 6 MS. GROSS: Cool. 7 Q. (By Ms. Gross) You good? 8 A. Yeah. 9 MS. GROSS: Okay. Can we go ahead and put 10 that first picture up real quick? 11 (Videographer complies.) 12 MS. GROSS: Perfect. No, that's not it. 13 Keep going. There we go. Okay. Right there 14 (indicating). 15 Q. (By Ms. Gross) Okay. Mr. Murphy, do you see 16 this picture on your computer (indicating)? 17 A. I see -- yes, I see a flange. 18 Q. Okay. Okay. So the gaskets that we just 19 talked about -- do you know where this picture was 20 taken? 21 A. No, I don't know where. 22 Q. Do you know who took it? 23 A. No. 24 Q. But is this a fair and accurate representation 25 of the -- the equipment, the gaskets that you would

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Page 125 1 scrape off when you were working on pumps? 2 DEFENSE COUNSEL: Object to the form. 3 A. Yes. 4 MS. GROSS: Okay. All right. We can take 5 that down, please. We're going to mark that as the next 6 exhibit. I think that's Exhibit 4. 7 THE REPORTER: There were four exhibits in 8 yesterday's deposition. 9 MS. GROSS: Okay, then. It's 5. I always 10 mess up my exhibits. 11 (Exhibit 5 to be marked.) 12 Q. (By Ms. Gross) Okay. So, then, my next 13 question for you about that, Mr. Murphy, is this -- and 14 then I think we can shift gears again. 15 Anytime you saw someone working on a pump 16 or you yourself were working on a pump at any of your 17 job sites, would a gasket like that have to be scraped 18 off? 19 A. Yes. 20 Q. Okay. And then let's shift over to Bowater 21 real quick. That was the second job site we talked 22 about yesterday. 23 Were you working with other people who 24 were working on boilers at Bowater? 25 A. Yes.	Page 127 1 insulation? 2 DEFENSE COUNSEL: Form. 3 A. Yes. 4 DEFENSE COUNSEL: Object to form. 5 Q. (By Ms. Gross) Something we haven't talked a 6 lot about yet, valves. Did you ever work on valves at 7 Bowater? 8 A. Yes. 9 MS. GROSS: Okay. Bear with me. Travis, 10 that second thing I uploaded should be a short video 11 clip. 12 THE VIDEOGRAPHER: You want me to share 13 it? 14 MS. GROSS: Yes. 15 THE VIDEOGRAPHER: Do you see it? 16 MS. GROSS: Yes. 17 Q. (By Ms. Gross) Okay. Mr. Murphy, we're going 18 to do this as Exhibit 6. I'm just going to show you 19 this very, very short clip and I'm going to ask you a 20 couple of questions about it. Okay? 21 (Exhibit 6 to be marked.) 22 Q. (By Ms. Gross) Can you see it on your 23 computer? 24 A. I don't see nothing but says: Valve packing. 25 Q. Okay. That's what you want to see. You can
Page 126 1 Q. Could you see what they were doing? 2 A. Yes. 3 Q. Were you close enough to see that they were 4 doing the same kind of work on the boilers that you were 5 doing on the pipe insulation? 6 A. Yes. 7 DEFENSE COUNSEL: Objection, form. 8 Q. (By Ms. Gross) Same question for turbines at 9 Bowater. 10 A. Yes. 11 Q. Were you ever working -- let me get the 12 question out. Okay? 13 Were you ever working with other people 14 who were working on turbines at Bowater? 15 A. Yes. 16 DEFENSE COUNSEL: Form. 17 DEFENSE COUNSEL: Object to form. 18 Q. (By Ms. Gross) Could you see what they were 19 doing, sir? 20 A. Yes. 21 Q. Were you close -- 22 DEFENSE COUNSEL: Form. 23 Q. (By Ms. Gross) Were you close enough, 24 Mr. Murphy, to see that they were doing the same kind of 25 work on those turbines that you were doing on pipe	Page 128 1 see it. 2 THE VIDEOGRAPHER: Is there audio on this? 3 MS. GROSS: No. 4 THE VIDEOGRAPHER: Do you want me to play 5 it? 6 MS. GROSS: Yes, please. 7 (Videographer complies.) 8 MS. GROSS: And it's not playing. 9 THE VIDEOGRAPHER: One second. 10 MS. GROSS: Okay. If we can't -- 11 THE VIDEOGRAPHER: It's -- 12 MS. GROSS: Okay. 13 Q. (By Ms. Gross) How are you doing so far, sir? 14 You need a break or are you okay to hang in there for a 15 little bit? 16 A. We'll hang in there for a little bit. 17 Q. Okay. 18 THE VIDEOGRAPHER: I'm trying different 19 players with it right now. 20 MS. GROSS: If you can't figure it out, 21 I'll just keep going. It's no big deal. 22 THE VIDEOGRAPHER: Yeah, I'm not getting 23 it to play right. 24 MS. GROSS: Okay. That's okay. Don't 25 worry.

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Page 129 1 Q. (By Ms. Gross) Okay. Mr. Murphy, you said 2 that you -- you just told us you worked on valves at 3 Bowater; is that right? 4 A. Yes. 5 Q. What do you remember doing on valves at 6 Bowater, if anything? 7 A. Taking the valves out of line and scraping, 8 cleaning them up, ready to go back in. If it needs 9 replacing, we get a new valve. 10 Q. Okay. Did you ever work with other people who 11 were doing that sort of work on valves at Bowater? 12 A. Yes. 13 DEFENSE COUNSEL: Object to the form. 14 Q. (By Ms. Gross) Could you see what they were 15 doing when they were working on those valves? 16 A. Yes. 17 Q. And were you close enough to see that they were 18 doing the same kind of work that you yourself did on 19 valves? 20 A. Yes. 21 DEFENSE COUNSEL: Objection, form. 22 Q. (By Ms. Gross) All right. 23 THE VIDEOGRAPHER: Rachel, this is Travis. 24 I have it now. 25 MS. GROSS: Okay. You do?	Page 131 1 turbines and generators out at Sutton, right? 2 A. Yes. 3 Q. Did you ever work with other people working on 4 those generators at Sutton? 5 A. Yes. 6 Q. Could you see what they were doing? 7 A. Yes. 8 Q. Were you close enough to see that they were 9 doing the same kind of work that you were doing? 10 A. Yes. 11 DEFENSE COUNSEL: Object to form. 12 DEFENSE COUNSEL: Form. 13 Q. (By Ms. Gross) Now, how about the turbines? 14 A. Yes. 15 DEFENSE COUNSEL: Object to form. 16 Q. (By Ms. Gross) You saw people working on 17 turbines at Sutton? 18 A. Yes. 19 DEFENSE COUNSEL: Object to form. 20 DEFENSE COUNSEL: Form. 21 Q. (By Ms. Gross) And were you close enough to 22 them doing that work that you could see they were doing 23 the same kind of work that you did? 24 A. Yes. 25 DEFENSE COUNSEL: Object to form.
Page 130 1 THE VIDEOGRAPHER: Yeah. 2 MS. GROSS: All right. Let's try it one 3 more time real quick, sir. Okay? 4 Q. (By Ms. Gross) Do you see that (indicating), 5 Mr. Murphy? 6 A. Yes. 7 Q. Okay. 8 (Video playing.) 9 MS. GROSS: Okay. Thank you. 10 Q. (By Ms. Gross) So that video you just watched, 11 very short one, do you know who took it? 12 A. No. 13 Q. Do you know where they took it or when? 14 A. I sure don't. 15 Q. Is that video an accurate representation of 16 what you did working on valves at Bowater? 17 DEFENSE COUNSEL: Object to form. 18 DEFENSE COUNSEL: Object to form. 19 Q. (By Ms. Gross) Go ahead. 20 A. Yes. 21 Q. All right. Perfect. 22 Let's zip forward to Sutton. Okay? That 23 was the last place you told us you worked, right? 24 A. Yes. 25 Q. And yesterday, you told us that you remembered	Page 132 1 DEFENSE COUNSEL: Form. 2 Q. (By Ms. Gross) All right. Now, let's zip back 3 to Weyerhaeuser. I think it's easiest if we kind of 4 keep it organized. Okay, sir? 5 A. Okay. 6 Q. All right. You told us yesterday, you 7 remembered working on boilers at Weyerhaeuser, correct? 8 A. Yes. 9 DEFENSE COUNSEL: Objection, form. 10 Q. (By Ms. Gross) Did you work on the boilers at 11 Weyerhaeuser a lot, all the time, frequently, regularly, 12 occasionally, or not often but more than once? 13 A. (Inaudible.) 14 DEFENSE COUNSEL: Object to form. 15 DEFENSE COUNSEL: Form. 16 Q. (By Ms. Gross) You said: Occasionally? 17 A. Yes. 18 DEFENSE COUNSEL: What was his answer? 19 MS. GROSS: "Occasionally." 20 Q. (By Ms. Gross) Now, turbines at Weyerhaeuser. 21 How often did you work on those turbines? A lot, all 22 the time, frequently, regularly, occasionally, or not 23 often but more than once? 24 A. (Inaudible.) 25 DEFENSE COUNSEL: Object to form.

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Page 133 1 DEFENSE COUNSEL: Form. 2 THE REPORTER: I'm sorry. I missed the 3 answer. I didn't hear the answer. 4 A. Not often. 5 Q. (By Ms. Gross) Sometimes when people are 6 objecting, we may just have to say it more than once. 7 That's okay. Okay? 8 A. Okay. 9 Q. All right. And how about pumps and scraping 10 gaskets at Weyerhaeuser? Would you say you did that a 11 lot, all the time, frequently, regularly, occasionally, 12 or not often but more than once? 13 A. Frequently. 14 DEFENSE COUNSEL: Object to form. 15 MS. GROSS: Did you get his answer? 16 THE REPORTER: I did. Thank you. 17 MS. GROSS: Great. Okay. 18 Q. (By Ms. Gross) Did you do any valve work at 19 Weyerhaeuser? 20 A. Yes. 21 Q. How often did you do that valve work? A lot, 22 all the time, frequently, regularly, occasionally, or 23 not often but more than once? 24 DEFENSE COUNSEL: Object to form. 25 DEFENSE COUNSEL: Object to the form.	Page 135 1 DEFENSE COUNSEL: Form. 2 Q. (By Ms. Gross) Thank you, sir. 3 Let's finish up real quick. Actually, 4 before I switch gears -- 5 DEFENSE COUNSEL: What was his answer, 6 please? 7 MS. GROSS: "Occasionally." 8 DEFENSE COUNSEL: Thank you. 9 MS. GROSS: Yep. 10 Q. (By Ms. Gross) One last question about 11 Bowater. Okay? Hang in there. 12 Valves. Okay? How often would you say 13 you did -- you yourself did valve work at Bowater? A 14 lot, all the time, frequently, regularly, occasionally, 15 or not often but more than once? 16 A. Occasionally. 17 DEFENSE COUNSEL: Object to form. 18 Q. (By Ms. Gross) One more time. 19 A. Occasionally. 20 Q. And was that work that you were doing on the 21 valves at Bowater the video that we just watched? 22 A. Yes. 23 Q. Okay. 24 DEFENSE COUNSEL: Objection, form. 25 Q. (By Ms. Gross) Let's finish up with Sutton,
Page 134 1 A. We done it often. 2 Q. (By Ms. Gross) Now, let's zip forward to 3 Bowater. Same kinds of questions. Okay? 4 You told us yesterday that you worked in a 5 room with the boilers in it, right? 6 A. Yes. 7 Q. How often did you work on the boilers at 8 Bowater? A lot, all the time, frequently, regularly, 9 occasionally, or not often but more than once? 10 A. Occasionally. 11 Q. How about the turbines? Did you ever work on 12 the turbines at Bowater? 13 A. Yes. 14 Q. How often did you work on the turbines at 15 Bowater? A lot, all the time, frequently, regularly, 16 occasionally, or not often but more than once? 17 A. Occasionally. 18 DEFENSE COUNSEL: Form. 19 Q. (By Ms. Gross) And pump work at Bowater. Did 20 you do pump work at -- did you work on pumps and 21 scraping gaskets at Bowater a lot, all the time, 22 frequently, regularly, occasionally, or not often but 23 more than once? 24 DEFENSE COUNSEL: Form. 25 A. Occasionally.	Page 136 1 that power plant you told us about yesterday. You 2 remember that? 3 A. Okay. 4 Q. Turbines at Sutton that you told us about, did 5 you ever work on them? 6 DEFENSE COUNSEL: Objection to form. 7 A. Yes. 8 Q. (By Ms. Gross) Did you work on those turbines 9 at Sutton a lot -- 10 A. No. 11 Q. -- all the -- okay. Was it -- 12 (Overlapping speakers.) 13 DEFENSE COUNSEL: Objection, form. 14 Q. (By Ms. Gross) -- more than once? 15 DEFENSE COUNSEL: Form. 16 A. Let's start again. We got too many talking. 17 Q. (By Ms. Gross) I know. We got excited. Let 18 me start over. Okay? 19 The turbines at Sutton, did you work on 20 them a lot, all the time, frequently, regularly, 21 occasionally, or not often but more than once? 22 A. Occasionally. 23 DEFENSE COUNSEL: Form. 24 Q. (By Ms. Gross) Perfect. 25 And how about those generators at Sutton?

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Page 137 1 Did you ever work on those? 2 DEFENSE COUNSEL: Form. 3 A. Yes. 4 Q. (By Ms. Gross) Would you say you worked on the 5 generators at Sutton a lot, all the time, frequently, 6 regularly, occasionally, or not often but more than 7 once? 8 A. Occasionally. 9 DEFENSE COUNSEL: Objection to form. 10 Q. (By Ms. Gross) Okay. Now, were there boilers 11 at Sutton? 12 A. Yes. 13 DEFENSE COUNSEL: Form. 14 Q. (By Ms. Gross) Did you work on those boilers? 15 A. No. 16 Q. Now, the next question, sir, it's not broken up 17 by job site or anything like that. This is a more 18 general question. Okay? 19 A. Okay. 20 Q. I want to ask you about the various pieces of 21 equipment we've talked a lot about so far: Boilers, 22 turbines, gaskets, pumps, generators, everything. Okay? 23 A. Okay. 24 Q. Did you ever on any of that equipment see any 25 kind of warning at either Weyerhaeuser, Bowater or	Page 139 1 record real quick. 2 THE VIDEOGRAPHER: Going off the record. 3 The time is 14:49 UTC. 4 (A recess was taken from 5 9:49 a.m. to 10:06 a.m.) 6 THE VIDEOGRAPHER: Back on the video 7 record. The time is now 15:06 UTC time. Go ahead. 8 EXAMINATION 9 BY MR. TRAYLOR: 10 Q. Good morning, Mr. Murphy. My name is David 11 Traylor. Can you hear me okay? 12 A. Yes. 13 Q. Okay. If -- if you can't or if you have a hard 14 time understanding me, you please let me know and I'll 15 try to talk louder. Okay? 16 A. Okay. 17 Q. I'm going to give you some of the same -- I'm 18 going to start out questioning you and then other 19 lawyers will have other questions later on, but I'm 20 going to ask initially some background questions. 21 As Rachel told you, I think, when we 22 began, if a question that I ask is not clear or you 23 don't understand it, you just let me know and I'll try 24 to rephrase it. Okay? 25 A. Okay.
Page 138 1 Sutton? 2 A. No. 3 Q. Did you see anything on any of that equipment 4 saying even the word "caution," "danger," a skull with 5 crossbones, anything? 6 A. No. 7 Q. And you know yourself better than anybody, 8 Mr. Murphy, but if you had seen such a warning on that 9 equipment, would you have tried to take some steps to 10 protect yourself, like you told us about yesterday when 11 you were farming? 12 A. Yes. 13 DEFENSE COUNSEL: Objection, form. 14 A. I would have went to the foreman and asked him: 15 What is this all about? 16 MS. GROSS: Okay. Thank you for your 17 time. I know this is tiring. You're great. I think 18 I'm done with you for this morning. I'm going to let 19 some other people ask you some questions now that also 20 want to talk to you a little bit about your life. Okay? 21 But let's take a quick five, 10-minute 22 break, stretch our legs, and then somebody else will 23 have some questions for you. Okay, sir? 24 THE WITNESS: Okay. That will be fine. 25 MS. GROSS: Perfect. Let's go off the	Page 140 1 Q. And I'll need a verbal response from you. In 2 other words, if a question calls for a "yes" or "no," if 3 you'll say "yes" or "no" rather than "uh-huh" or 4 "huh-uh," I'd appreciate it. Okay? 5 A. Okay. 6 Q. Let me start out: Are you on any medications 7 today that would prevent you from remembering things or 8 testifying? 9 A. No. 10 Q. Okay. Are you -- are you on -- are you taking 11 anything for any kind of pain? 12 A. Yes. I'm taking a pain pill. 13 Q. Okay. What is that? Do you know the name? 14 A. It's -- 15 Q. If you don't -- 16 THE WITNESS: What is that pain pill? 17 MS. GROSS: If you don't know, it's okay. 18 Mr. Murphy, it's okay. 19 THE WITNESS: Okay. 20 Q. (By Mr. Traylor) Do you take those every day, 21 a pain pill? 22 A. Yes. 23 Q. Any other medication besides a pain pill? 24 A. High blood pressure. 25 Q. What?

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Page 141 1 A. Blood pressure. 2 Q. Okay. Your blood pressure medicine. 3 A. 20 grams, blood pressure pill. 4 Q. Okay. And anything else? 5 A. No. 6 Q. Okay. This is, as you can tell, informal to 7 the extent that we're doing it by video and Zoom and all 8 of that, but it is formal to the extent that we want -- 9 you know, you're obviously under oath. And since we're 10 talking about events that took place a long time ago, I 11 would ask that you -- you know, if you don't know an 12 answer or you're not sure, we don't want you to guess. 13 Okay? 14 A. Okay. 15 Q. And we don't want you -- I mean, "I don't know" 16 or "I can't remember" is a perfectly good answer. All 17 right? 18 A. Okay. 19 Q. And did you -- in preparation -- and I'm not -- 20 I don't want to know what you talked to Rachel about, 21 but did you talk to Rachel or someone from her law firm 22 prior to the deposition? 23 A. Yes. 24 Q. Did you yourself prepare any notes or look at 25 any pictures or lists of products or job sites?	Page 143 1 personal history or background. What is your date of 2 birth? 3 A. [REDACTED] 4 Q. All right, sir. And you were born in New Bern, 5 North Carolina? 6 A. Yes. 7 Q. And what is the last four digits of your Social 8 Security number? 9 A. Let's see. 10 MS. GROSS: If you remember them. 11 A. I can't -- I don't remember right offhand. 12 Q. (By Mr. Traylor) Okay. And you -- you showed 13 us the first dep- -- yesterday that you have a North 14 Carolina driver's license. 15 A. Yes. 16 Q. Okay. You're a North Carolina resident; is 17 that right? 18 A. Yes. 19 Q. Okay. You've lived there virtually all your 20 life? 21 A. Yes. 22 Q. You pay taxes in North Carolina? 23 A. Yes. 24 Q. Have you ever been a resident of any state 25 other than North Carolina?
Page 142 1 A. No. I don't remember (connection 2 interruption). 3 THE REPORTER: I'm sorry. I need that 4 answer again. I didn't hear the answer. 5 MS. GROSS: Mr. Murphy? Okay. Go ahead. 6 A. I didn't have none. I don't have no notes. 7 Q. (By Mr. Traylor) Did you talk with any former 8 coworkers? 9 A. No, I haven't. 10 Q. Have you signed any papers or documents called 11 "affidavits" that describe or discuss your work history 12 and where you believe you may have worked with or around 13 asbestos-containing materials? 14 A. No. 15 Q. Do you know if anyone has filed any bankruptcy 16 claims on your behalf? 17 A. No. 18 Q. Have you seen documents that are called -- it's 19 a legal term -- "answers to interrogatories"? Have you 20 seen those? 21 A. No. 22 Q. Okay. Have you seen a document called 23 "Exhibit A, Work Sites"? 24 A. No. 25 Q. Now I'm going to go over just a little bit of	Page 144 1 A. I'd been in Virginia for a little while, but 2 not -- just on a sh- -- a little more or less like 3 shut-eye. 4 Q. I understand you made -- I understand you may 5 have worked in Virginia, but were you ever considered a 6 resident of Virginia? 7 A. No. 8 Q. Okay. Were you ever considered a resident of 9 South Carolina? 10 A. No. 11 Q. You talked yesterday about your marriage. What 12 date did you get married? (Connection interruption). 13 THE REPORTER: I'm sorry? 14 A. I got married February 17th of 1960. 15 Q. (By Mr. Traylor) Okay. And what -- what is 16 Doris's middle name -- I mean her maiden name? 17 A. Arehart. 18 Q. Arehart. Okay. That's "E" -- how do you spell 19 it? 20 A. A-r-e-h-a-r-t. 21 Q. And I apologize for asking, but how old is 22 Doris? 23 A. I believe she is 77, 78. 24 Q. Okay. 25 A. I hate to tell her birthday, but I believe

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Page 145 1 (connection interruption). 2 Q. I understand. If I asked you her date of 3 birth, would you be able to tell me? 4 A. Yes, December the 12th of '43. 5 Q. All right. And I understand you have four 6 children; is that right? 7 A. Yes. 8 Q. And do any of them live in South Carolina? 9 A. No. 10 Q. Is -- you told us yesterday your mom died in 11 1974; is that right? 12 A. Yes. 13 Q. Do you know what she died from? 14 A. Cirrhosis of the liver. 15 Q. Okay. And your dad, is he deceased? 16 A. He is deceased, yes. 17 Q. When did he die, approximately? 18 A. I can't remember the date he died, but he died 19 probably -- I don't know the exact date. I don't know. 20 Q. That's fine. Do you know the cause of death? 21 A. Old age. 22 Q. All right, sir. Do you have any recollection 23 of your father doing any type of work that may have 24 exposed him to asbestos? 25 A. No.	Page 147 1 A. Yes. 2 Q. Okay. In other words, he's a heavy -- I mean, 3 an equipment operator? 4 A. Yes. 5 Q. Okay. Okay. Now, when he worked for Daniel, 6 what did he do? Was he (connection interruption). 7 A. We -- we were building the Brown & Root -- we 8 built the site for Texas Gulf to build the plant on. 9 Had about a hundred or so acres. We had to get it ready 10 to build the buildings. 11 Q. In other words -- I remember yesterday, you 12 said that y'all were pouring the floor or the concrete 13 so that the building could go up; is that right? 14 A. No, we didn't pour no concrete. We moved the 15 dirt. 16 Q. I'm sorry. I apologize. 17 A. Placing of the building itself. 18 Q. Right. In other words, you were doing grading? 19 A. Grade work, yes. 20 Q. Did -- did Graham ever work with you at 21 Bowater? 22 A. Yes. He run the overhead crane at Bowater. 23 Q. I see. Okay. And how about -- and what did he 24 do at Weyerhaeuser? 25 A. He run the track crane at Weyerhaeuser, hanging
Page 146 1 Q. I think you told us yesterday you had nine 2 brothers and five sisters. 3 A. Yes. 4 Q. Can you tell me how many are living today? 5 A. I've got two brothers living. 6 Q. Okay. And what are their names? 7 A. Frank Murphy and Graham Murphy. 8 Q. Okay. And did you ever work with either Frank 9 or Graham? 10 A. Yes. 11 Q. I should -- okay. Both of them or just one? 12 A. Both of them. 13 Q. Okay. Where did you work with Frank? 14 A. I worked with Frank on the farm and I worked 15 with him at the shipyard a little while. 16 Q. That's the Newport News shipyard? 17 A. Yes, sir, New Bern shipyard. 18 Q. I see. Okay. Anywhere else with Frank? 19 A. No. 20 Q. How about Graham? Where did you work with him? 21 A. He's been on all the construction jobs that 22 I've been: Daniels, Weyerhaeuser and Brown & Root, 23 Texas Gulf. He's worked -- he's run the crane all his 24 life. 25 Q. He's run a crane?	Page 148 1 steel, pipe. Whatever was up to, that's what he done. 2 Q. Okay. Did he work with you at Sutton? 3 A. Yes. 4 Q. What did he do there? 5 A. He run the crane, taking stuff from way up high 6 off the building. 7 Q. Right. Okay. Did any of your brothers or 8 sisters die from cancer? 9 A. My baby sister -- I'm trying to remember what 10 she did -- I don't -- 11 Q. If you don't recall -- 12 A. I don't remember. 13 Q. That's fine. Other than your baby sister, can 14 you think of anybody who may have died from cancer? 15 A. No. 16 Q. Now, you told us you left school in the ninth 17 grade; is that right? 18 A. Yes. 19 Q. Okay. 20 A. Yes. 21 Q. And that's when you went and joined the Army? 22 A. Yes. 23 Q. Okay. I'm going to go back a little bit on 24 that, but let me just ask you: When did you retire? 25 A. I guess it's been two years ago.

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Page 149 1 Q. Okay. And what were you doing two years ago -- 2 I mean, two -- right before you retired? 3 A. Let's see. I was working with -- driving the 4 heavy off-road truck, a 40-ton truck for Trader 5 Construction. 6 Q. Okay. And prior to that time, were you working 7 on the -- a farm? 8 A. No. I owned my own long-distance truck and 9 I -- I drove a truck from here to California every week. 10 Q. Okay. And how long did you do that? 11 A. Four years. 12 Q. Okay. And what was the name of it? 13 A. N&D Trucking. 14 Q. And before that, were you working at the Arthur 15 Farms? 16 A. Yes. I worked at Arthur Farms for 19 years. 17 Q. Okay. Why did you retire two years ago? 18 A. I reckon I just got old enough to where I 19 didn't want to get up in the morning. 20 Q. Okay. I think you earned it. 21 A few more questions. I have to ask 22 everybody these. Have you ever been in any other 23 lawsuits besides this one? 24 A. No. 25 Q. Did you at one time drink alcohol?	Page 151 1 Q. Is it in the New Bern area? 2 A. No. It's in -- it's about 50 miles out of New 3 Bern. 4 Q. I don't want to -- that's okay. If you think 5 of it, you tell me. 6 A. We've been going there for 12 years and never 7 missed a Sunday or a Wednesday. 8 Q. So you go to Wednesday evening services, too? 9 A. Yes. 10 Q. Have you been going in the last six months? 11 A. No, not since I've got this cancer. I don't 12 leave the house. 13 Q. Do you have any kind of hobbies that you're 14 able to do now, like yard work or fishing or gardening? 15 A. No. My wife won't let me. We'll have a fight. 16 She wants to look at me all the time. 17 Q. All right. Are you able to drive still? 18 A. Well, I got out there in my pickup. I went to 19 the -- went to the store. I won't do it no more because 20 she give me a fit. 21 Q. Okay. She wants you at home. 22 A. That's right. She don't want me to get out of 23 the -- I could run into somebody and kill somebody. She 24 don't want me to do that. 25 Q. Okay. But you're capable of driving now?
Page 150 1 A. I used to drink beer all the time, every 2 evening, but I quit about 12 years ago. Quit all of 3 them, smoking, drinking. All of it. 4 Q. And did you ever miss work for -- from 5 drinking? 6 A. No. 7 MS. GROSS: Objection, form. 8 A. Never missed a day's work. 9 Q. (By Mr. Traylor) Have you ever been convicted 10 of a crime? 11 A. No. 12 Q. Okay. Just a couple of more. 13 Do you belong to any kinds of clubs or 14 organizations, like the masons or anything like that 15 now? 16 A. Masonic Order. 17 Q. You're still a member of the Masonic Order? 18 A. Well, I haven't been in probably 15 years. I 19 just got old and quit going to the meetings. 20 Q. I got you. 21 Do you go -- do you belong to a church? 22 A. Yes. 23 Q. And what is that -- what is the name of it? 24 A. It's the Pentecostal Holiness in -- dang. Give 25 me just a second.	Page 152 1 A. Oh, yes. I've still got my driver's license. 2 It's good for seven years. 3 Q. Okay. I want to next ask you about smoking 4 cigarettes. Okay? 5 A. Okay. I quit 12 years ago. 6 Q. Right. And I think you said you started when 7 you were 18 years old? 8 A. Yes. 9 Q. And you -- you quit in about 2008? 10 A. 2010. 11 Q. 2010. Okay. And I think -- why did you quit? 12 A. The good Lord come to me on the job and told me 13 I need to quit. It was time for me to quit drinking, 14 smoking and cussing. And I quit all three of them at 15 the same time. 16 Q. Did you -- and you quit cold turkey? You just 17 stopped? 18 A. Yes. When I threw that cigarette down, that 19 was the end of all of it. 20 Q. Okay. What brands did you smoke? 21 A. I smoked Marlboros for 16 years. Then I went 22 to -- that old blue pack of cigarettes. I can't -- I'll 23 think of it in a minute, but I can't just think of it. 24 Q. That's all right. You did ever smoke Kent 25 cigarettes with the micronite filter?

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Page 153 1 A. No. 2 Q. How much did you smoke when you were smoking; a 3 pack a day? 4 A. Yes. 5 Q. Did you ever smoke more than that? 6 A. No. 7 Q. Okay. Were you ever told to stop by a doctor? 8 A. Yeah, I've had some of them tell me: You just 9 need to -- you need to put them cigarettes down. 10 Never had none of them that come right out 11 and tell me to stop. 12 Q. Did Doris ever ask you to stop? 13 A. No. 14 Q. Did you -- did Doris smoke cigarettes? 15 A. No. 16 Q. Do you -- after the warning label went on the 17 cigarette packages, do you recall seeing the warning 18 labels on those Marlboro cigarettes? 19 A. Yes. I seen them and I slowed down, but I 20 didn't quit. But I slowed down. 21 Q. Okay. But you saw the warnings on the packages 22 mentioned the possibility of getting lung disease and 23 cancer from smoking cigarettes? 24 A. Yes, I seen the warning sign on there. 25 Q. Okay.	Page 155 1 A. Okay. 2 Q. You went into the military around 1957? 3 A. Yes. 4 Q. And you went to Fort Jackson? 5 A. Yes. 6 Q. How long did you stay there, approximately? 7 A. At Fort Jackson, I probably stayed there 8 till -- January to July. 9 Q. So about six months? 10 A. Yes. Got my basic training, I guess. 11 Q. Right. Now, did you stay in the barracks? 12 A. Yes. 13 Q. Do you recall if there were any insulated pipes 14 in the barracks? 15 A. No. There was just naked pipes hanging down 16 from the ceiling from pipe hangers. 17 Q. I got you. 18 Did you work on any equipment while you 19 were in basic training? 20 A. No. 21 Q. Did you -- were you around others who worked on 22 any equipment while you were in basic training? 23 A. No. 24 Q. And you came -- I know you talked about the 25 ship you were on when you went to Korea. When you came
Page 154 1 A. But I -- I slowed down. I should have stopped, 2 but I didn't. 3 Q. Did Doris ever smoke? 4 A. She might have smoked a half a pack in her 5 life. 6 Q. When did she quit, if you remember? 7 DEFENSE COUNSEL: Objection, form. 8 A. It must have been a long time, probably. 9 Q. (By Mr. Traylor) Okay. That's fine. 10 A. She -- I don't know. She probably don't know 11 when she quit. 12 Q. Okay. Now, when your children were growing up, 13 did you discourage them from smoking cigarettes? 14 A. Yeah. I'd tell them: Boy, them cigarettes are 15 going to kill you. 16 And I'd be having one in my hand smoking. 17 I had a son and had three daughters, and I've got -- one 18 of them never smoked, my daughter. One of them never 19 smoked. 20 Q. I want to switch now and go -- ask you about -- 21 you're doing all right? You're okay to continue? 22 A. Yes. 23 Q. Okay. You tell me if you get tired or you want 24 to take a break. We'll try to take a break every hour. 25 Okay?	Page 156 1 back to Fort Meade, how long were you there; about a 2 year? 3 A. I was there about a year. A little over a 4 year. 5 Q. Okay. Do you recall -- were you in barracks at 6 Fort Meade? 7 A. I was in brand-new brick buildings, barracks. 8 Brand-new. 9 Q. Do you recall if they had any insulated pipe in 10 the barracks? 11 A. There might have been, but they were in the 12 ceiling or in the floor. 13 Q. Did you work on -- (connection interruption). 14 I'm sorry. 15 A. I didn't see it. 16 Q. Did you work on any equipment while you were at 17 Fort Meade? 18 A. Yes. 19 Q. What was that? 20 A. The motor pool, tanks. We'd go down and check 21 the tanks over, make sure the oil, the water, make sure 22 the water levels was all right before we ran them. 23 That's what I -- I trained to be when I was at Fort 24 Meade is a tank operator. 25 Q. Okay. And I didn't ask a good question. Did

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Page 157 1 you work on any industrial equipment? 2 A. No. 3 Q. Were you around others who worked on any 4 industrial equipment? 5 A. No. 6 Q. All right. I want to -- I want to ask you next 7 about Texas Gulf phosphate plant. That's in Aurora, 8 North Carolina? 9 A. Yes, about 30 miles from New Bern. 10 Q. Do you recall what years you were there? 11 A. I came from New- -- I came from Newport News 12 when my mother died. That's when I went back to working 13 at Texas -- Texas Gulf. 14 Q. So -- 15 A. I went to work with Brown & Root. I went to 16 work with a construction company, but I later on 17 switched over to Brown & Root -- to Texas Gulf. 18 Q. Okay. Now, was Texas Gulf after you were in 19 Newport News or before? 20 A. It was after I was in Newport News. 21 Q. So it was sometime in the -- was it -- before 22 you went to where, sir? 23 A. Before I went to Weyerhaeuser. 24 Q. Yes, sir. 25 A. Yes.	Page 159 1 worked -- 2 Q. Okay. Did you ever work at Barbour Boat Works? 3 A. Yes. 4 Q. What did you do at Barbour Boat Works? 5 A. I was a helper and I was a welder before I left 6 there. 7 Q. What did you weld at Barbour Boat Works? 8 A. Ship welding plates to the side of the barges 9 and -- and the boats that was coming, all of them was 10 steel. There was no woodwork at all to Barbour Boat 11 Works that I did. All that was steel. 12 Q. Did you work on or around any industrial 13 equipment, pumps, valves, that kind of thing? 14 A. No. They had someone in the -- on the barge, 15 but I -- I didn't work around them. I worked on the 16 bottom and the sides of the ship. 17 Q. Now, was this work that you did before your mom 18 died or after? 19 A. Before. 20 Q. Okay. And you also worked at New Bern 21 shipyard? 22 A. New Bern shipyard. It was on this side of the 23 river. The Trinity River runs between New Bern and 24 Raleigh. We had one shipyard on the other side of the 25 river and we had one on the same side I lived on. They
Page 158 1 Q. Okay. And I think you told us yesterday you 2 moved dirt. I mean, you were building the -- I mean, 3 grading? 4 A. That's right, grade work for building the big 5 plants down in Aurora. 6 Q. What -- what piece of equipment did you drive? 7 A. I run a 40-yard van and some big 40-ton dump 8 trucks, off-road trucks. 9 Q. Okay. At Texas Gulf, did you ever work on any 10 industrial equipment? 11 A. No. 12 Q. Were you around others who worked on any 13 industrial equipment? 14 A. Only when I would carry my -- my piece of 15 equipment to the shop to get it serviced. Just the men 16 that was working on the -- on the equipment that was 17 brought in there to be serviced. 18 Q. You mean the heavy equipment? 19 A. Yes. 20 Q. Dirt-moving vehicles? 21 A. That's right. 22 Q. Okay. Now, we've gotten some information that 23 you worked at -- I think you referenced it yesterday 24 about working at Hatteras Yachts. 25 A. No, my wife worked at Hatteras. I never	Page 160 1 sold that one to the big one. 2 Q. Were you a welder at New Bern shipyard? 3 A. Yes. 4 Q. Did you weld anything besides steel? 5 A. No. 6 Q. Did you do any pipe fitting work there? 7 A. No. 8 Q. Now, as a welder, would you wear a face shield? 9 A. Yes. 10 Q. At Barbour Boat Works or New Bern shipyard, do 11 you believe you had any exposure to asbestos-containing 12 materials? 13 A. Not as I know of. 14 Q. Now, did you work at -- I'm going to go next to 15 Newport News. Were you at Newport News before or after 16 your mom died? 17 A. Before. 18 Q. Okay. And I -- I note that -- it sounds like, 19 yesterday, you worked there about six months. Does that 20 sound right? 21 A. Yes. 22 Q. Okay. And were you involved in building a new 23 building? 24 A. We built -- we took about 90 acres. We built 25 from the shore out in the river there and built the

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Page 161 1 building on the dirt that we hauled out there in the 2 river. They pumped it out and we pushed it out with 3 duggers, but we made the ground to put the building on. 4 Q. And did you weld structural steel? 5 A. Yes. 6 Q. Did you do any work on any equipment like 7 piping or insulation or anything like that? 8 A. No. 9 Q. Were you around others who did that? 10 A. No. They were -- there was probably a hundred 11 yards between where we were working and the older 12 shipyard. All this was new, new work. 13 Q. I want to -- and then, in 1974, I understand 14 you started work at Weyerhaeuser. 15 A. Right. When my mother died, I come home and 16 got her buried, got her straightened out and went to 17 work with Weyerhaeuser. 18 Q. And did you work -- that's about 1974? 19 A. Yes. 20 Q. And did you work there for about four years? 21 A. Yes. 22 Q. Who was your employer at Weyerhaeuser? 23 A. Brown & Root. 24 Q. And I think you said yesterday you were a 25 welder and a pipe fitter.	Page 163 1 Q. Do you remember seeing Kalo? 2 A. No. 3 Q. What -- 4 (Overlapping speakers.) 5 A. Because I -- I don't really know. 6 Q. (By Mr. Traylor) Do you remember seeing Johns 7 Manville? 8 A. Yes. 9 Q. Now, did you ever see on those labels a caution 10 label? 11 A. No. 12 Q. Did you ever see on those boxes any indication 13 that the pipe -- you're talking about half-round pipe 14 insulation, aren't you? 15 A. Right. 16 Q. Did you ever see on those boxes the words 17 "asbestos-free"? 18 A. No. 19 Q. Are you aware that a lot of high-temperature 20 steam pipe insulation was asbestos-free as early as 21 1972? 22 MS. GROSS: Object to form. 23 A. No. 24 Q. (By Mr. Traylor) Do you have any information, 25 one way or the other, about whether boxes that you saw,
Page 162 1 A. Yes. 2 Q. Did you do more welding or more pipe fitting? 3 A. Probably more welding. 4 Q. Do you know -- would it be like 75 percent 5 welding? 6 A. Probably maybe 60 percent. 7 Q. All right. 8 A. I've -- you have helpers. They really don't 9 know what they're doing. You had to kind of help them 10 fit the pipe so now you're welding it up. That's the 11 way -- that's the way the job was at Weyerhaeuser. 12 Q. All right, sir. Meaning you had to help other 13 young welders? 14 A. Yes. 15 Q. Now, I want to ask you -- I think I heard you 16 say, when you were at Weyerhaeuser, you remember seeing 17 boxes of pipe insulation. 18 A. Yes. I mean, trucks of it. They come and 19 unloaded it off tractor-trailers. 20 Q. Okay. Did you ever see the labels or the 21 writing on any of those boxes? 22 A. Yeah. I saw the -- I saw the labels on the 23 boxes. 24 Q. Do you recall the brand names of any of those? 25 A. No.	Page 164 1 for example, whether they contained asbestos-free 2 insulation or not? 3 MS. GROSS: Object to form. 4 A. If it was 4-inch or 8-inch, that's what I just 5 put up. I didn't worry about (connection interruption). 6 I just put it up. 7 Q. (By Mr. Traylor) And that's what you did? You 8 would -- 9 A. I wasn't (connection interruption). I just 10 done what I was told to do. 11 Q. Now, after Weyerhaeuser -- when did you start 12 work at Arthur Farms? 13 A. This was after I left Texas Gulf, after I quit 14 Texas Gulf. 15 Q. Okay. Well, did you work about four years at 16 Weyerhaeuser, from 1974 to 1978? 17 A. Yeah. Yeah. 18 Q. Did you start work at Arthur Farms around 1978? 19 A. Yes. I worked with them for, I don't know, 20 must have been -- must have been 18, 19 years, off and 21 on. 22 Q. Were you doing other things while you were 23 working for Arthur Farms? 24 MS. GROSS: Object to form. 25 A. Not really. I was -- they had tractors and

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Page 165 1 trailers. I drove -- I drove the tractor and trailers, 2 hauled corn to the mill and run their combine. I did 3 some of everything at the farm. They had about 300 head 4 of cows. We messed with cows, too. 5 Q. (By Mr. Traylor) Okay. I want to -- I want to 6 ask you next about Bowater. 7 Now, what I heard you say yesterday was 8 that while you were working at Weyerhaeuser during the 9 period from 1974 to 1978, you would go on some shutdowns 10 on weekends at Bowater. 11 A. Yes. 12 Q. So do you -- do you recall the first time you 13 would have gone to a shutdown at Bowater? 14 A. No. It's been long enough, I don't remember 15 that. 16 Q. Right. I understand that. It would have been 17 sometime after 1974. 18 A. Yes. 19 Q. Do you remember -- and you worked at 20 Weyerhaeuser, if I understand what you said, from 1974 21 to 1978. Would the last time you would have been at 22 Bowater sometime around 1978? 23 MS. GROSS: Object to form. 24 A. No. I think it was a little after that. 25 Q. (By Mr. Traylor) Okay. It might have been as	Page 167 1 THE WITNESS: We spent the night at Rock 2 Hill. That was the name of the town. 3 Q. (By Mr. Traylor) All right. And who was your 4 employer at Bowater when you went down those four 5 weekends? 6 A. Sometimes it was Brown & Root. Sometimes it 7 was Daniels. 8 Q. Do you remember who your coworkers were? 9 A. Just a couple of them that -- that stayed in 10 the room. We roomed together. 11 Q. Okay. And I didn't ask you a good question. 12 Do you remember their names? 13 A. Yes. 14 Q. Who would that have been? 15 A. Hoppy Jones and -- and Gilbert Jones and 16 Hoppy, Sr. There was three of them. 17 Q. Okay. It was Hoppy Jones, Sr.? 18 A. Yes. 19 Q. Hoppy Jones, Jr.? 20 A. Yes. 21 Q. And I apologize. I didn't get the last man's 22 name. 23 A. Gilbert. 24 Q. Who? 25 A. Gilbert.
Page 166 1 late as '79 or '80? 2 A. Yes. 3 Q. Now, do you recall the total number of times 4 you would have gone to Bowater to do these weekend 5 shutdowns? 6 A. I believe it was four. 7 Q. Four times? 8 A. Four times. 9 Q. Now, how far a drive -- did you drive? 10 A. Yes, I drove. We went out on a Friday. After 11 we got off work at Weyerhaeuser, we drove down to 12 Bowater at nighttime, got to the motel, and we left 13 Sunday evening. Left the motel Sunday, come back home. 14 Q. So you worked all day Saturday? 15 A. Yes, Saturday and Sunday. 16 Q. Okay. And then drove back Sunday evening? 17 A. Sunday night, yes. 18 Q. Would it have been an eight-hour day that you 19 worked? 20 A. We were working probably 10, 12 hours a day. 21 Q. All right. So you'd spend the night in a motel 22 on Friday night and Saturday night? 23 A. Right, in Rock Hill (connection interruption). 24 THE REPORTER: I'm sorry. I didn't hear 25 the answer.	Page 168 1 Q. Mr. Gilbert? 2 A. Yes. 3 Q. That was his last name? 4 A. Jones. 5 Q. Oh, Gilbert Jones? 6 MS. GROSS: Yeah. You got it. 7 A. And my brother, Graham. Of course, he operated 8 the cranes. 9 Q. (By Mr. Traylor) Right. Now what were -- is 10 Hoppy Jones, Sr., still alive? 11 A. Yes. 12 Q. Where does he live? 13 A. He lives in Vanceboro. 14 Q. And how about Hoppy Jones, Jr.? 15 A. Yes, he's still alive. 16 Q. Where does he live? 17 A. Vanceboro. 18 Q. Vanceboro? 19 A. Yes. 20 Q. And how about Gilbert Jones? 21 A. I believe Gilbert is dead. 22 Q. Okay. Now, you said Graham was the crane 23 operator, right? 24 A. Right. That was -- 25 Q. What did Hoppy -- I'm sorry?

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Page 169 1 A. That was my brother, Graham. 2 Q. Right. What did Hoppy Jones, Sr., do? 3 A. He was -- he was smart, did everything. He did 4 ever what he was asked to do. 5 Q. I didn't ask you a good question. What were 6 his job -- what job did he perform on these weekend jobs 7 at Bowater? 8 A. We went down there to take down pipe and put up 9 new pipe. And that's what -- that's what, most the 10 time, we did. 11 Q. Okay. And did Hoppy Jones, Jr., do the same 12 thing, help with pipe? 13 A. Yes. 14 Q. And how about Gilbert Jones? 15 A. Yes. 16 Q. Now, did Graham do any pipe work or he did the 17 crane? 18 A. No, just the crane. (Inaudible.) 19 Q. I'm sorry? 20 THE REPORTER: I'm sorry. Say that again. 21 A. If he wasn't -- if he wasn't sitting in a seat, 22 he didn't do it. 23 Q. (By Mr. Traylor) He had to be sitting down in 24 the driver's seat. 25 A. There you go.	Page 171 1 Q. Now, were they inside or outside? 2 A. Inside the building. 3 Q. Now, was this a different building, a 4 stand-alone building from other buildings? 5 A. No. It was sort of -- the metal, it just went 6 from one building to the other, to the boiler building. 7 Q. Okay. Do you remember the size of the boiler 8 building? 9 A. No. It was big. I don't remember the size of 10 the boiler in there. 11 Q. I'm talking about the size of the boiler 12 building. 13 A. No. It was a big building. 14 Q. Was it bigger than a football field? 15 A. No. 16 Q. Do you remember now -- okay. 17 Do you remember any (connection 18 interruption) the information about the boilers? In 19 other words, whether they were water tube, fire tube, 20 letter designations or anything like that. 21 A. No. 22 Q. Do you know the type of fuel they would have 23 used? 24 A. Probably diesel. 25 Q. Are you guessing or are you --
Page 170 1 Q. Now, did you -- at Bowater, on these four 2 weekend jobs, did -- did -- did you do welding work or 3 pipe fitter work or both? 4 A. We had -- we had the torch and we had -- 5 everything was right there for us and what we needed to 6 do to weld or fit the pipe or -- what needed to be 7 doing, we had the stuff there to do it. We didn't just 8 back off and say: Well, we'll get through. 9 We'd do it ourselves. We could do it all. 10 Q. Do you recall what percentage of time you would 11 have done welding? 12 A. No. 13 Q. Do you recall what percentage you would have 14 done pipe fitting? 15 A. No. Ever -- we done ever what it took to do 16 it. 17 Q. Right. Now, you mentioned some boilers at 18 Bowater. Do you know how many boilers there were at 19 Bowater? 20 A. Two. 21 Q. You recall two? 22 A. That's right. I remember seeing two. 23 Q. Do you remember where they were located? 24 A. They were probably in the north -- at the 25 north -- south end of the building.	Page 172 1 A. I -- I didn't ever see. I didn't see whether 2 it was coal-fired or diesel-fired or what. I don't 3 know. 4 Q. Okay. Now, how far apart were the two boilers 5 that you're talking about? 6 A. I guess they were -- no, not guessing. I 7 don't -- I don't know. 8 Q. I mean, would it be 50 yards apart or do you 9 know? 10 A. Yeah. Something like that, yes. 11 Q. And do you recall how big those two boilers 12 were? 13 A. You know, when I was working on the plant, I 14 used to could tell you what size the boilers was, but 15 it's been a long time. No, I don't know. 16 Q. Okay. Do you know what the purpose of those 17 boilers was? 18 A. Yes. 19 Q. What was it? 20 A. The heat makes steam and it runs through them 21 pipes to keep the paper mill heated up. 22 Q. Do you know if they were called "recovery 23 boilers," or do you know? 24 A. I heard saying that there was one recovery 25 boiler. As far as knowing that, I --

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Page 173 1 Q. Do you -- do you recall how many manholes they 2 would have had? 3 A. No. 4 Q. Do you recall how many hand holes? 5 A. No. 6 Q. Now, the boilers had a metal casing or a metal 7 jacket on them, didn't they? 8 A. Yes. 9 Q. Do you have any information about when those 10 boilers had been installed? 11 A. No. I guess they were installed whenever they 12 built the plant. 13 Q. Right, but what I'm saying -- you don't -- do 14 you know? 15 A. I don't know when the plant was built, no. 16 Q. Do you have any information about the 17 maintenance history of those boilers? 18 A. No. 19 Q. Do you know the brand or manufacturer of either 20 of those two boilers? 21 A. No. 22 Q. Do you know if they were (connection 23 interruption)? 24 A. Say that again. 25 Q. Do you know if they were Babcock & Wilcox	Page 175 1 one of those boilers? 2 MS. GROSS: Object to form. 3 A. I think when we worked on it, it was the first 4 time. 5 Q. (By Mr. Traylor) Okay. I guess my question 6 is: Did you work around that boiler one time? 7 A. Yes. 8 MS. GROSS: Object to form. 9 Q. (By Mr. Traylor) Now, if the records show that 10 are five boilers at Bowater, do you have any way of 11 knowing which boiler you would have worked on? 12 MS. GROSS: Object to form. 13 A. No. 14 Q. (By Mr. Traylor) And when I say "worked on," 15 you didn't actually work on the boiler itself. 16 A. Worked on the pipe going to the boiler. 17 Q. Right. And what did you do on the pipes going 18 to the boiler? 19 A. We replaced some of the pipes and I had to take 20 insulation off and put new pipes. I think they were 21 wearing thin and they had a gauge that they could put on 22 the outside of the pipe to tell how thick it was. Real, 23 real thin, then -- if it was thin, we put new pipes up. 24 Q. Okay. So were you involved in actually 25 removing old insulation off the piping going to the
Page 174 1 boilers? 2 MS. GROSS: Objection, form. 3 Is somebody on speakerphone with their 4 phone? 5 (Connection interruption.) 6 THE VIDEOGRAPHER: I think somebody lost 7 their connection and is trying to get back on. 8 MS. GROSS: Okay. 9 THE WITNESS: No, I didn't hear all the 10 question. 11 Q. (By Mr. Traylor) Okay. Do you know if those 12 two boilers were Babcock & Wilcox boilers? 13 A. No. 14 Q. You don't know, one way or the other? 15 A. No. 16 Q. Now, I understand that you testified 17 yesterday -- I think you may have done some work on some 18 of the pipes going to a boiler. 19 A. Yes. 20 Q. Would that have been one boiler? 21 A. Yes. 22 Q. Do you remember the date when you may have 23 worked on any of the pipe going to the boilers? 24 A. No. 25 Q. And would that work have been done one time on	Page 176 1 boiler? 2 A. Yes. 3 Q. Okay. Do you -- and this was one time that you 4 worked on that one boiler? 5 A. Right. 6 MS. GROSS: Object to form. 7 Q. (By Mr. Traylor) Right? 8 A. Yes. 9 Q. Okay. And what did you do when you removed the 10 old material from that pipe going to the boiler? 11 A. We had -- had made us a tool, like a crowbar, 12 but it was a straight piece of square tubing, and we 13 took one end and made it like a chisel, sharpened it off 14 where we could drive right through the insulation and 15 dig in and pries it up. 16 When we got to the bands that was holding 17 the insulation on, we had a pair of wire pliers, pair of 18 snips and we stuck it up under there and cut the -- cut 19 the bands loose so it would be easier to get up. And we 20 just -- after you got through the first band, you'd just 21 take your hand and just push it up, raise it up and 22 get -- get the insulation off of it. 23 Q. Do you know how many feet you would have 24 removed? 25 A. Probably 40, 50 foot.

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Page 177 1 Q. Okay. And -- and how far away from the actual 2 boiler itself were these pipes? In other words -- 3 A. I guess about 60 foot. 4 Q. Okay. Now, do you have any way of knowing what 5 that material was that you removed? 6 MS. GROSS: Object to form. 7 A. Yes. It was -- it was asbestos. 8 Q. (By Mr. Traylor) Did you have -- did you test 9 that material or was anybody testing that material? 10 MS. GROSS: Object to form. 11 A. You didn't have to test it. 12 Q. (By Mr. Traylor) Why is that? 13 A. You could look at it and tell what it was -- 14 what it was. 15 Q. How long did it take you to remove that pipe 16 insulation off the pipe? 17 A. Probably -- it took -- off a 12-foot, 20 -- 18 pipe was 20 foot long, and to one joint, it'd probably 19 take about 4 -- 4 feet just doing it in about 10 hours 20 of 4 -- 4 foot. 10 hours to do about 40 foot. 21 Q. So -- 22 A. If you had -- if you had a good helper. You 23 had some helpers that would take you all day to do it. 24 Q. Okay. Did it take -- maybe I'm not -- I 25 apologize. I don't quite understand.	Page 179 1 you. 2 And that's where you'd work. 3 Q. Okay. Are you okay right now or do you want -- 4 MS. GROSS: David, I was going to ask if 5 it's a good stopping point. Do you mind taking a quick 6 break? 7 MR. TRAYLOR: That's fine. Sure. That's 8 what I wondered. It's been about an hour. I didn't 9 know whether he wanted -- or everybody wants a break. 10 THE WITNESS: Yeah. 11 MS. GROSS: You want to take a quick 12 break? 13 THE WITNESS: Yes. 14 MS. GROSS: Thank you, David. 15 THE VIDEOGRAPHER: Going off the video 16 record. The time is 16:04 UTC. 17 (A recess was taken from 18 11:04 a.m. to 11:28 a.m.) 19 THE VIDEOGRAPHER: We're back on the 20 record. The time is now 16:28 UTC. Go ahead. 21 Q. (By Mr. Traylor) Mr. Murphy, we're back from a 22 short break. Can you hear me okay? 23 A. Yes. 24 Q. Thank you. I have -- I'm about to finish up 25 talking with you about the job at Bowater, when you did
Page 178 1 What -- was that a job that took you a day 2 to do? 3 A. Yeah. Yes. 4 Q. Now, you don't know how many times that 5 insulation had been removed prior to the time you did 6 it, do you? 7 A. No. 8 Q. Do you know the brand of the old insulation 9 that was on that pipe? 10 A. No. 11 Q. Did you wear a mask or a respirator doing that 12 work? 13 A. No. 14 Q. Now, did somebody else put new material back on 15 after you had removed it? 16 A. Yes. 17 Q. And who did that? 18 A. Another company did it. It could have been 19 Bowater's crew. I don't know. It was -- I didn't stick 20 around and see. 21 Q. I got you. So, after you finished that removal 22 job, you left and went somewhere else? 23 A. I went to another place in the building to do 24 something else. The foreman would tell you -- to a new 25 job: Come on. Go with me. I've got another job for	Page 180 1 the removal of the pipe insulation of the pipe going to 2 the -- to the boiler. 3 Do you know or think maybe that was to a 4 recovery boiler or do you know? 5 A. I don't know. 6 Q. Okay. Do you know if -- do you recall who your 7 coworkers were on that job, when you were removing the 8 pipe insulation going to the boiler? 9 A. I'm pretty sure it might have been Hoppy, Sr. 10 and Jr., but other than that, I don't know. 11 Q. Okay. Okay. Let me ask you some names of some 12 other individuals. I'm going to see if you recall them 13 as coworkers. 14 Do you know a Danny Harrison? 15 A. Yes. 16 Q. Who is he? 17 A. He is a -- he's my friend, but he is a -- he's 18 a -- he was a maintenance man at Weyerhaeuser. 19 Q. I see. 20 A. He done maintenance at Weyerhaeuser. He 21 retired there at Weyerhaeuser, but he is -- he knew 22 everything. 23 Q. Okay. So he worked with you at Weyerhaeuser -- 24 or he was at Weyerhaeuser? 25 A. Right, but I didn't work with him. He was with

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Page 181 1 Weyerhaeuser when I was working with Daniels. 2 Q. I see. Also, Russell Jameson, does that name 3 ring a bell? 4 A. Who? 5 Q. Russell. It may not. I'm just trying to find 6 out. 7 A. No. 8 Q. Edward Cornwell? 9 A. No. 10 Q. Okay. I'm going to switch gears with you now. 11 Okay? 12 A. All right. 13 Q. I've asked you -- or you've been asked about 14 masks or respirators. At any of your job sites at 15 Weyerhaeuser or at Bowater or at Sutton, did you see 16 anybody wearing a dust mask or a respirator? 17 A. Yes. 18 Q. And where would you have seen individuals 19 wearing a dust mask or a respirator? 20 A. It had to be Weyerhaeuser. 21 Q. And do you know who they were? In other words, 22 were they Weyerhaeuser employees or do you know? 23 A. It wasn't with Daniels. They were 24 Weyerhaeuser. 25 Q. Any other places?	Page 183 1 Q. Did you ever see dust monitoring performed 2 either by your employer/employers or the premises owner 3 when you were working at Weyerhaeuser, Bowater or 4 Sutton? 5 A. No. 6 Q. Were you ever told about the need for the 7 wet-down materials that may have contained asbestos? 8 A. A lot of times, we wet the floor down, sprayed 9 it down with a water hose but wasn't never told anything 10 about no materials. 11 Q. Now, why would you spray the floor down? 12 A. Wet the dust. 13 Q. Were you advised by your employers to do that? 14 A. Yeah, just so it wouldn't be so dusty. 15 Q. Right. Did you ever see any warning signs or 16 education signs posted at any job sites about the 17 potential hazard of working with or around materials 18 that may contain asbestos? 19 A. No. 20 Q. When did you first learn about potential 21 hazards of asbestos? 22 A. When I come from the doctor. 23 Q. Okay. Had you not seen anything or been told 24 anything about OSHA regulations prior to that time? 25 A. All we heard was you had to be careful.
Page 182 1 A. No. 2 Q. Now, I think you were -- you talked a little 3 bit about when you were employed either by Daniel and/or 4 Brown & Root. Did -- there were safety meetings held on 5 Monday mornings? 6 A. Yes. Every Monday morning, we had a safety 7 meeting. 8 Q. And I can't -- I was going to ask you the name 9 of those meetings, but I can't -- I lost the name myself 10 right now. But there was a safety meeting every Monday 11 morning? 12 A. Yes. 13 Q. All right. Now, did you expect your employer 14 to provide you with a safe workplace? 15 A. Well, I didn't figure he would send us into 16 anyplace that would hurt you. 17 Q. Right. Did -- at any of your safety meetings 18 with Daniel or Brown & Root, was there ever any 19 discussion about potential hazards of working with or 20 around asbestos? 21 A. No. 22 Q. At any point, did either -- did your employers 23 ever offer you or recommend that you wear a dust mask 24 when you were doing certain jobs? 25 A. No.	Page 184 1 OSHA -- if you see OSHA men, you need to have your hard 2 hat on and not be doing nothing illegal because OSHA 3 would give you a citation. 4 Q. Do you remember ever working at any sites where 5 there was an OSHA inspector on -- on -- on-site? 6 A. No. 7 Q. Let me -- I want to ask you the names of 8 some -- and see if you recognize them. Does the name 9 Philip Carey mean anything to you? 10 A. Nothing. No. 11 Q. Okay. Does Eagle-Picher mean anything to you? 12 A. Nope. 13 Q. Pittsburgh Corning? 14 A. It sort of rings a bell, but I couldn't say 15 what it was to. But Corning is a -- it sort of rings a 16 bell. 17 Q. All right. Erie City, E-r-i-e City? 18 A. No. 19 Q. Have you ever filed a workers' compensation 20 case? 21 A. No. 22 Q. You ever filed a disability claim? 23 A. No. 24 Q. You're on Medicare right now? 25 A. No, I'm on -- no. I'm not on Medicare.

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Page 185 1 Q. You don't have Medicare? 2 A. Not that I know of. 3 Q. When you -- when you have hospital bills or 4 doctors' bills, how -- who pays -- how do you pay for 5 them? 6 A. I pay the copayment and, I guess, it's -- 7 Medicare pays the rest of it. I think Medicare does pay 8 for it. 9 Q. All right. Do you know how much medical bills 10 you have run up right now related to your treatment for 11 your condition? 12 A. I believe it's somewhere about 26 thou- -- 13 \$35,000. 14 Q. Is that for doctors and hospitals? 15 A. Yes. 16 Q. Now, is that out of pocket or that's how much 17 the bills were? 18 A. That's how much the bills was. 19 Q. Okay. Do you know how much you paid out of 20 pocket? 21 A. No. I'd have to get with my bookkeeper. 22 Q. And do I know who that is? Your wife? 23 A. No. 24 Q. Oh, you have a -- (connection interruption). 25 A. Marian --	Page 187 1 Q. Okay. Where is he now? 2 A. He's still in New Bern there. 3 Q. But you switched? 4 A. We switched doctors. 5 Q. Okay. Who did you switch to? 6 A. We switched to Jones, but hospice has took me 7 over, so I haven't been to a doctor in six, eight 8 months. 9 Q. Okay. I understand. I just want to get a 10 list. We'll -- we'll try to obtain medical records. I 11 just wanted -- so you were a patient of Dr. Lucas's and 12 now you're being seen by whom? 13 A. Jones. 14 Q. It's a Dr. Jones? 15 A. Yes. 16 Q. Okay. I have a record from Dr. Maybee, 17 M-a-y-b-e-e. 18 A. Yes. He's the one that put -- I'll say put me 19 in this predicament by not telling me what was going on. 20 He drew 66 ounces of fluid out of my lungs. He didn't 21 really tell me what -- what was happening. 22 Q. A Dr. Halligan? 23 A. Yes. He done the operation. 24 Q. And Dr. Gorman? 25 A. Yes. He's a cancer doctor too. Halligan and
Page 186 1 Q. I see. (Connection interruption). I 2 apologize. 3 THE REPORTER: What's the name? I didn't 4 catch the name. 5 A. Marian Dudley. 6 Q. (By Mr. Traylor) And that's your daughter? 7 A. Yes. 8 MR. TRAYLOR: I was going to -- we can go 9 off the record, I think. Do you want to go off the 10 record for a second? 11 MS. GROSS: Sure. 12 THE VIDEOGRAPHER: Going off the video 13 record. The time is now 16:39 UTC. 14 (A recess was taken from 15 11:39 a.m. to 11:41 a.m.) 16 THE VIDEOGRAPHER: We are back on the 17 record. The time is now 16:41 UTC. Go ahead. 18 Q. (By Mr. Traylor) Mr. Murphy, I'm going to ask 19 you the names of some doctors, and if you just recognize 20 them, tell me briefly who they are. I want to kind of 21 make sure we have a list of doctors that you've seen. 22 We have a Dr. Lucas? 23 A. Yes. 24 Q. He's your family doctor? 25 A. Was.	Page 188 1 Gorman are cancer doctors, asbestos. 2 Q. Right. Can you think of any other doctors' 3 names? And I understand you haven't been to see one in 4 a while, but can you think of any other medical doctors 5 who have treated you? 6 A. No. 7 Q. And -- 8 A. No. 9 Q. And you've been to CarolinaEast? 10 A. Yes, that's right. The hospital in New Bern. 11 Q. Okay. Have you been hospitalized in any other 12 hospitals? 13 A. No. 14 Q. Now, I have some records that indicate -- you 15 said you're taking a pill for blood pressure. Did I 16 hear that early this morning? 17 A. Yes. 18 Q. Okay. Who treats you for that? 19 A. Lucas. 20 Q. And you had a stroke in 2013? 21 A. Yes. 22 Q. Does anyone follow up treatment for that? 23 A. No. Just check my blood pressure. That's all. 24 Q. Do you have any other medical conditions that 25 you either take medication for or you see a doctor for

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Page 189 1 besides your meso- (connection interruption). 2 A. No. 3 Q. Okay. Now -- so -- and I understand you talked 4 about this yesterday, but currently, you haven't seen a 5 doctor in, what did you say, about six months? 6 A. I haven't seen a doctor in a long time, yes. 7 Six, eight months. 8 Q. And I know -- I heard yesterday that you 9 were -- somebody -- a doctor may have recommended or 10 suggested the chemotherapy, but you chose not to take 11 it; is that right? 12 A. Right. 13 Q. All right. And how do you feel now? In other 14 words, your physical being. I mean, do you -- 15 A. If she gets up around 70, 75, I'll go out there 16 in the shop and see what -- see what's changed out 17 there, just take a look around and see do I still 18 recognize the way things are supposed to look out there. 19 Q. You're talking about in your shop? 20 A. Yes. My wood shop out back of the house. 21 Q. Are you able to do some woodworking still? 22 A. No. My wife won't let me get around no dust 23 right now. I've got a dust collector, but it ain't good 24 enough for her. 25 Q. I see. Okay. Would you be able to -- would	Page 191 1 Q. What? 2 A. They were leather. 3 MR. TRAYLOR: All right. I think I'm -- I 4 may have some questions later, but I'm going to go ahead 5 and let somebody else ask questions, if I can just 6 reserve, depending on later, to come back for a short 7 follow-up. 8 I appreciate your time, Mr. Murphy, and I 9 wish you the best. 10 Rachel, I don't know how we want to handle 11 continuation. 12 MS. GROSS: You guys want to go off the 13 record? 14 MR. TRAYLOR: Sure. 15 THE VIDEOGRAPHER: Going off the record. 16 The time is now 16:48 UTC. 17 (A recess was taken from 18 11:48 a.m. to 11:50 a.m.) 19 THE VIDEOGRAPHER: We are back on the 20 video record at 16:50 UTC. Go ahead. 21 MS. GROSS: Okay. So we are going to 22 adjourn for the day. Mr. Murphy will see us back here 23 tomorrow morning for others who have some further 24 questions. 25 Anybody else want to put anything on the
Page 190 1 you be able to do some woodworking other than -- set 2 aside the dust? 3 A. Yes. If there wasn't no dust, she would have a 4 hard time keeping me out of there. 5 Q. Okay. Let me ask you one thing: When you were 6 welding, did you ever use welding blankets? 7 A. No. 8 Q. Were you ever offered welding blankets? 9 A. No. 10 Q. You know what I'm -- 11 A. I don't even know what you're talking about. 12 Q. Did you have any kind of blanket that would 13 shield you from sparks or from getting burned when you 14 were welding? 15 A. Here, in the shop, if I'm welding in here, I 16 had a leather jacket I'd put on and leather overall 17 pants. 18 Q. Did you ever wear those when you were working 19 as a welder? 20 A. Yes. 21 Q. Did you ever wear gloves? 22 A. Yes. 23 Q. Do you know whether those gloves contained 24 asbestos? 25 A. No, they got no asbestos. They were leather.	Page 192 1 record? 2 Okay. We're done for the day. Let's go 3 off the record. Thanks, y'all. 4 THE VIDEOGRAPHER: Going off the record. 5 The time is 16:50 UTC. 6 (Off the record at 11:50 a.m.) 7 ----- 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

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1	CHANGES AND SIGNATURE	1	IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT
2	WITNESS NAME: NICHOLAS LEON MURPHY	2	STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND
3	DATE OF DEPOSITION: April 29, 2020	3	NICHOLAS LEON MURPHY,)
4		4	AND DORIS ANNE MURPHY,)
5	Please indicate changes on this sheet of paper,	4	Plaintiffs,) C/A NO. 2020-CP-40-1364
6	giving the change, page number, line number and reason	5	)
7	for the change. Please sign each page of changes.	5	V.) In re: Asbestos
8	PAGE/LINE CORRECTION REASON FOR CHANGE	6	) personal jury litigation
9		6	COVIL CORPORATION,) Coordinated docket
10		7	et al.,)
11		7	Defendants.)
12		8	
13		9	REPORTER'S CERTIFICATION OF THE ORAL
14		10	DEPOSITION OF NICHOLAS LEON MURPHY
15		11	April 29, 2020
16		12	I, Jamie K. Israelow, a Certified Shorthand
17		13	Reporter duly commissioned and qualified in and for the
18		14	State of Texas, Registered Merit Reporter and Certified
19		15	Realtime Reporter, do hereby certify that there came
20		16	before me on the 29th day of April, 2020, at 1207 Brices
21		17	Creek Road, in the City of New Bern, County of Craven
22		18	and State of Florida, the following named person,
23		19	to-wit: NICHOLAS LEON MURPHY, who was duly sworn to
24		20	testify the truth, the whole truth, and nothing but the
25		21	truth of knowledge touching and concerning the matters
		22	in controversy in this cause; and that he was thereupon
		23	examined upon oath and his examination reduced to
		24	typewriting under my supervision; that Volume 2 of the
		25	deposition is a true record of the testimony given by
Page 194		Page 196	
1	I, NICHOLAS LEON MURPHY, have read the foregoing	1	the witness, and signature of the witness is to be
2	deposition and hereby affix my signature that same is	2	before any notary public and returned within 30 days
3	true and correct, except as noted on the previous	3	from date of receipt of transcript.
4	page(s), and that I am signing this before a Notary	4	I further certify that pursuant to FRCP Rule
5	Public.	5	30(e) that the signature of the deponent:
6	NICHOLAS LEON MURPHY, VOLUME 2	6	_X_ was requested by the deponent or a party
7	STATE OF _____ *	7	before the completion of the deposition and that
8	COUNTY OF _____ *	8	signature is to be before any notary public and returned
9	Before me, _____, on	9	within 30 days from date of receipt of the transcript.
10	this day personally appeared NICHOLAS LEON MURPHY, known	10	If returned, the attached Changes and Signature Page
11	to me, or proved to me under oath or through	11	contains any changes and the reasons therefor:
12	_____ (description of identity card or	12	_____ was not requested by the deponent or a
13	other document), to be the person whose name is	13	party before the completion of the deposition.
14	subscribed to the foregoing instrument and acknowledged	14	I further certify that I am neither attorney
15	to me that they executed the same for the purposes and	15	or counsel for, nor related to or employed by any of the
16	consideration therein expressed.	16	parties to the action in which this deposition is taken,
17	Given under my hand and seal of office on	17	and further that I am not a relative or employee of any
18	this, the _____ day of _____, 2020.	18	attorney or counsel employed by the parties hereto, or
19		19	financially interested in the action.
20		20	
21		21	
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1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT

2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND

3 NICHOLAS LEON MURPHY,)
4 AND DORIS ANNE MURPHY,)
5 Plaintiffs,) C/A NO. 2020-CP-40-1364
6)
7 V.) In re: Asbestos
8) personal injury
9 COVIL CORPORATION,) litigation
10 et al.,) Coordinated docket
11 Defendants.)

12 -----
13 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
14 NICHOLAS LEON MURPHY
15 April 30, 2020
16 VOLUME 3

17 (Reported remotely in Denton County, Texas)
18 -----

19 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
20 NICHOLAS LEON MURPHY, produced as a witness at the
21 instance of the Plaintiffs, taken in the above-styled
22 and -numbered cause on April 30, 2020, from 9:21 a.m. to
23 11:58 a.m. CDT, before Jamie K. Israelow, a Certified
24 Shorthand Reporter in and for the State of Texas,
25 Registered Merit Reporter and Certified Realtime
Reporter, reported in machine shorthand, with the
witness appearing remotely at 1207 Brices Creek Road, in
the City of New Bern, County of Craven and State of
North Carolina, pursuant to the Texas Supreme Court
Twelfth Emergency Order Regarding the COVID-19 State of
Disaster and the provisions stated on the record or
attached hereto; that the deposition shall be read and
signed before any notary public.

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April 30, 2020

199 to 202

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207 to 210

1 INDEX Page 207 2 PAGE 2 Appearances 199-206 3 NICHOLAS LEON MURPHY 4 EXAMINATION BY MR. MCDONALD 209 5 EXAMINATION BY MS. ABDALLA 219 5 EXAMINATION BY MR. BAKER 234 EXAMINATION BY MR. NELSON 240 6 EXAMINATION BY MS. SHOFNER 242 EXAMINATION BY MS. FLYNN 243 7 EXAMINATION BY MR. BORDEN 246 EXAMINATION BY MS. BRATHWAITE: 248 8 EXAMINATION BY MS. HUTCHENS 253 EXAMINATION BY MR. REID 254 9 EXAMINATION BY MR. MERIWETHER 256 EXAMINATION BY MR. HERNES 258 10 11 Corrections and Signature 262 Reporter's Certificate 264 12 13 14 EXHIBITS 15 NO. DESCRIPTION PAGE 16 (None.) 17 18 19 20 21 22 23 24 25	Page 209 1 Israelow, can go ahead. 2 MR. MCDONALD: Okay. Mr. Murphy? 3 THE REPORTER: Just a reminder -- 4 THE WITNESS: Yes. 5 THE REPORTER: Okay. Go ahead. 6 EXAMINATION 7 BY MR. MCDONALD: 8 Q. My name is Mott McDonald. I apologize that you 9 can't see me on the screen. I don't have a camera on my 10 computer in my office, so I apologize for that. 11 But I hope you had a good night last 12 night. Are you doing okay today? 13 A. Maybe, sir. 14 Q. Okay. Now, if I ask you -- since we're doing 15 this over the phone, all right, if you don't understand 16 a question or you need me to repeat the question, please 17 feel free to just ask me. Okay? 18 A. Okay. 19 Q. All right. I'm going to take you down memory 20 lane a little bit. I'm here for Daniel Construction 21 Company. Okay? You remember testifying about Daniel? 22 A. Yes. 23 Q. Okay. I'm going to start with your work with 24 Brown & Root. Okay? 25 A. All right.
Page 208 1 PROCEEDINGS 2 (On the record at 9:21 a.m.) 3 THE VIDEOGRAPHER: All right. We are now 4 on the record. The participants should be aware that 5 this proceeding is being recorded and, as such, all 6 conversations held will be recorded, unless there is a 7 request and an agreement to go off the record. Private 8 conversations and/or attorney-client interactions should 9 be held outside the presence of the remote interface. 10 A link to the recording will be available 11 to all parties of the case for up to 90 days of today's 12 date provided the requesting party purchases a certified 13 copy of the transcript. 14 This is the remote video-recorded 15 deposition of Nicholas Murphy, Volume 3, being taken by 16 counsel for the plaintiff. Today's date is Thursday, 17 April 30th, 2020. The time is now 14:21 in the UTC time 18 zone. We are here in the matter of Murphy versus Covil 19 Corporation, et al. 20 My name is Travis Jewell, the remote video 21 technician on behalf of US Legal Support, located at 22 16825 Northchase Drive, Houston, Texas. I am not 23 related to any party in this action nor am I financially 24 interested in the outcome. 25 At this time, the reporter, Jamie	Page 210 1 Q. You first worked for Brown & Root at the Texas 2 Gulf plant that was being constructed in North Carolina? 3 A. Yes. 4 Q. Right. And I've done a little looking into 5 that plant. That's a -- that's a phosphate mine at that 6 plant and then there's a chemical plant, too; is that 7 right? 8 A. That's right. 9 Q. And that was really a huge project; is that 10 right? 11 A. Big project, yes. 12 Q. Right. And Brown & Root at that time, that was 13 a big construction company out of Texas. Do you 14 remember that? 15 A. Right, Ray Brown & Root. 16 Q. Right. And they were -- importantly, they were 17 a nonunion contractor, right? 18 A. That's right. 19 Q. So you must have been a nonunion welder; is 20 that fair? 21 A. I was running heavy equipment when I was 22 working with them. 23 Q. Right, but later, when you were a welder, you 24 were a nonunion welder, right? 25 A. Right. I've never been union at no job.

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211 to 214

Page 211 1 Q. Right. And Brown & Root was a general 2 contractor, right? 3 A. Yes. 4 Q. Right. And just so the jury -- they don't know 5 construction like maybe you do, but when an owner has a 6 construction project, they hire a general contractor, 7 right? 8 A. Yes. 9 Q. And then that general contractor may coordinate 10 subcontractors underneath them; is that right? 11 A. Yes. 12 Q. Okay. And generally, you have one general 13 contractor on a job, right? 14 A. That's right. 15 Q. Okay. Now, do you recall -- I'm going to test 16 your memory a little bit. Do you recall any labor 17 protests and things like that when Brown & Root moved 18 into North Carolina? 19 A. No. No, not at all. 20 Q. Okay. I think they had some labor protests 21 when they did some work for Carolina Power & Light. 22 Does that ring a bell? In the mid-'70s. 23 MS. GROSS: Object to form. 24 A. I don't -- I didn't work with them at that 25 time. I don't know if they did or not.	Page 213 1 Brown & Root, right? 2 A. Yes. 3 Q. All right. Were you aware of jobs, you know, 4 where both Daniel and Brown & Root were bidding for the 5 work? 6 A. No. I just -- if I was working with Brown & 7 Root or working with Daniels, ever who paid the most 8 money, that's who I tried to go with. 9 Q. Well, that makes a lot of sense. That makes a 10 lot of sense. 11 When you were working for Daniel as a 12 welder, did you carry any certifications? 13 A. Yes. Certified in pipe, yes. 14 Q. Yeah. 15 A. Construction field, yes. 16 Q. Right. Let's talk to the jury a tiny bit about 17 that. We kind of went through that quickly, but being a 18 welder, that's quite a craft, right? 19 A. Right. 20 Q. And I'm sure you were proud of your craft and 21 proud of your work; is that right? 22 A. Right. 23 Q. All right. When you weld something, let's say 24 structural steel for a building, it's very important 25 that that welding be done correctly, right?
Page 212 1 Q. (By Mr. McDonald) Don't know? Okay. 2 This Texas Gulf project is a good example. 3 You said you did grading and you were kind of early 4 during the foundation of the project; is that right? 5 A. Yes. 6 Q. Okay. 7 A. There were still (connection interruption). 8 Q. Yeah. And then you've talked to us about your 9 work at Newport News shipyard. 10 A. Yes. 11 Q. Okay. Those were both good examples. There's 12 construction work that does not involve asbestos; is 13 that fair? 14 A. That's right. 15 Q. Okay. Now, let's talk a little bit about 16 Daniel. Do you remember where Daniel was from? 17 A. I believe they were from South Carolina. 18 Q. That's right. Daniel was from Greenville, 19 South Carolina. And Daniel was a general contractor, 20 too; is that right? 21 A. That's right. 22 Q. Okay. And they were a nonunion general 23 contractor, just like Brown & Root, right? 24 A. That's right. 25 Q. Okay. And actually, Daniel was a competitor of	Page 214 1 A. That's right. You need to stay there when you 2 fix it. 3 Q. Right. And the same thing is true when you 4 weld pipe, for example. It's very important that you do 5 that properly, right? 6 A. That's right. No leaks. 7 Q. Right. Did Daniel help you get some of your 8 certifications to weld on high-pressure vessels and pipe 9 systems? 10 A. Yes. I had -- yes. When I was working with 11 them -- first started working with them, they did. 12 Q. Right. Right. They had a craft certification 13 program, do you recall that, to help people develop 14 those skills? 15 A. Right. 16 Q. Okay. And I'm sure you were -- you were a good 17 person doing this kind of work and I'm sure the other 18 people employed by Daniel were good people like you; is 19 that fair? 20 A. Yes. 21 Q. All right. Now, let's talk a little bit more, 22 just so the jury understands. On these big industrial 23 construction sites, there are some dangerous things; is 24 that fair? 25 A. Yes.

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Page 215 1 Q. Right. I'm sure falls are a dangerous thing. 2 People can fall. 3 A. Yes. You wasn't always on the ground. 4 Q. Right. And things could fall on you. You 5 needed to be careful to stay out from underneath things 6 that a crane was carrying; is that fair? 7 A. Yes. 8 Q. All right. And electricity presents some 9 hazards when you're working with it, right? 10 A. Yes. 11 Q. All right. When you were working for Daniel, 12 because these construction sites are dangerous, Daniel 13 had weekly safety meetings; isn't that fair? 14 A. Yes. 15 Q. They called them "toolbox meetings"? 16 A. Yes, toolbox meetings. They would be at your 17 toolbox on Monday morning. 18 Q. Right. And the foreman would get you together 19 and you would go over a safety topic; is that fair? 20 A. That's right. 21 Q. And sometimes you would go over the particular 22 safety requirements. I mean, if you were going to do 23 some kind of special job, the particular safety related 24 to that particular job; is that fair? 25 A. I only remember if we had a job that we had to	Page 217 1 Q. (By Mr. McDonald) What kind of -- 2 A. I just knew it was the Sutton plant. 3 Q. Right. Who was your employer -- I cut you off. 4 I'm sorry. 5 A. They just made power to furnish the people that 6 needed electricity around Wimbledon. 7 Q. Who was your employer when you worked at 8 Sutton? 9 A. Brown & Root -- 10 Q. Okay. 11 A. -- and Daniel. 12 Q. Okay. What kind of plant was the Sutton plant? 13 A. It was a power plant. 14 Q. All right. You know there are different kinds 15 of power plants. You could have a nuclear power plant 16 or a fossil fuel plant or a hydroelectric plant. 17 What kind of power plant was it? 18 A. It had to be a hydroelectric. 19 Q. Okay. And was this a large plant? 20 A. Yes. 21 Q. And can you kind of give me the dates when you 22 think you worked at the Sutton plant? 23 A. Oh, you asked me probably the impossible. 24 Q. Okay. 25 A. That's been a long time ago.
Page 216 1 do, they told us where we was going to work at. And 2 they never said it was specialty or what. 3 Q. Okay. Do you recall Daniel having safety men 4 on -- on the jobs where you worked? 5 A. Yeah. One of the workers, the welders or might 6 have been a helper, was a safety man, but you knew who 7 he was. 8 Q. Right. And did the owners at these plants 9 where you were working, did they have safety people, 10 too? 11 A. I guess. I never -- I never seen one of them. 12 Q. Okay. Certainly, Daniel tried to be a safe 13 company. That was your experience, right? 14 A. Right. They were. 15 Q. All right. Let me shift gears a little bit. 16 Mr. Traylor didn't ask you very much about the Sutton 17 plant. 18 A. All right. 19 Q. All right. Yeah. Who was the owner of the 20 Sutton plant? 21 A. I guess it was Carolina Power & Light. I don't 22 know. 23 Q. Okay. 24 A. I just knew -- 25 (Overlapping speakers.)	Page 218 1 Q. Okay. Can you name any coworkers that worked 2 with you at the Sutton plant? 3 A. Yeah, Hoppy Jones, Gilbert Jones, Hoppy, Sr., 4 and Jr. 5 Q. Got it. Got it. 6 A. That's the ones I remember. But you know, you 7 work around -- work with people 20, 30 years and it 8 wasn't my -- my business to go around and ask them their 9 names. I didn't care what their names was. 10 Q. Yeah. At the Sutton plant, did you -- I just 11 want to be clear. Did you work there just one time for 12 a period of time or is that a plant you went to more 13 than once? 14 A. More than once. 15 Q. Okay. I got you. I got you. 16 And that's why you would say sometimes you 17 worked for Brown & Root and sometimes Daniel? 18 A. Yes. 19 Q. Got you. Got you. Okay. 20 MR. MCDONALD: I think that's all the 21 questions I have for right now, Mr. Murphy. It's a 22 pleasure meeting you and thank you for answering my 23 questions. 24 THE WITNESS: Same here. 25 MS. GROSS: Thanks, Mott.

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Page 219 1 Is anybody ready to go next or should we 2 take a quick five-minute break to let y'all get 3 organized? 4 MS. ABDALLA: This is Mary Clift Abdalla. 5 I can go real quickly. 6 Mr. Murphy, do you feel like proceeding a 7 little bit longer? 8 THE WITNESS: Yes, go ahead. 9 MS. ABDALLA: I'm going to turn on my 10 camera, just so you can see who you're talking to. 11 MS. GROSS: Thank you. 12 THE WITNESS: Okay. I see you. 13 EXAMINATION 14 BY MS. ABDALLA: 15 Q. All right. Well, it's nice to meet you. 16 Thanks for your patience with all of this this week. I 17 know it's been exhausting. 18 I represent Weyerhaeuser and so I have a 19 few questions regarding your time at the New Bern 20 facility. I just need some clarification. I don't 21 think I'll ask too many questions. 22 I've looked through the Weyerhaeuser 23 records and there's been some confusion this week in 24 your testimony about who you were employed by when you 25 were at Weyerhaeuser.	Page 221 1 Q. All over? 2 A. Just like a shutdown. We just went from here 3 to yonder. 4 Q. So -- I'm sorry to interrupt you. 5 A. What needed to be fixed. 6 Q. Okay. So, when you testified that you worked 7 at Weyerhaeuser during -- I believe you said from '74 to 8 around '78, at the New Bern facility, were you there 9 every day or did you get sent kind of all over? 10 A. Every day. 11 Q. And was that for one employer or for multiple 12 employers? 13 A. One employer. 14 Q. And who was that? 15 A. That was Daniels. 16 Q. Okay. Thank you. 17 And was this when the plant was first 18 being built? 19 A. Yes. 20 Q. Okay. So -- 21 A. I take that back. It was Brown & Root. 22 Q. Would maybe your Social Security records be the 23 best resource for some of this information? 24 A. Probably. 25 MS. GROSS: Object to the form.
Page 220 1 Is it possible that when you said 2 yesterday you were employed by Brown & Root when you 3 were at the New Bern facility that maybe you were 4 mistaken and you were actually employed by Daniels? 5 MS. GROSS: Object to form. 6 A. No. No. I was employed with Brown & Root for 7 a while and I worked with Daniels for a while. 8 Q. (By Ms. Abdalla) Right. So, when you were at 9 the Weyerhaeuser facility, you know specifically who you 10 were employed by? 11 A. Daniels and Brown & Root. 12 Q. Okay. Can you explain to me kind of how you 13 became employed by Daniels and/or Brown & Root and kind 14 of how the scenario went when you would kind of flip 15 back and forth between the two? 16 A. I went to -- it was Brown & Root to start with 17 and was probably with them about three years, two, three 18 years, and then I went back. Then we finished the job 19 up -- or they had finished. I left and went out of 20 state, but then got on the final phase back in there, 21 doing some more work. That's when I worked with them. 22 Q. With? 23 A. Worked with Daniels. 24 Q. Okay. And what project are you referring to? 25 A. We worked all over the place.	Page 222 1 Go ahead, sir. 2 Q. (By Ms. Abdalla) Yes. I understand it's 3 confusing. We're just trying to clear up some of this. 4 So let's talk about your time, then, at 5 the New Bern mill. Were you there during the initial 6 construction of the mill? 7 A. Yes. 8 Q. Do you know how long that construction lasted? 9 A. Probably three and a half, four years. 10 Q. So, when you started at the Weyerhaeuser mill, 11 was it kind of an open field or were there already 12 structures there? 13 A. No. It was every -- a little bit of work but 14 not much. It wasn't no buildings. They put the 15 buildings up after I got there. 16 Q. So did you help put up those buildings? 17 A. The steel in there, yes. 18 Q. You helped erect the steel? 19 A. Yes. 20 Q. So, when you testified earlier this week about 21 the insulation work, and I believe you testified that 22 there were people in front of you tearing off 23 insulation, if this was a new construction project, they 24 wouldn't have been tearing off old insulation, would 25 they?

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Page 223 1 A. That wasn't -- it was later on, when I went 2 back to work with the other company. 3 Q. Okay. Can you kind of explain that to me? 4 Just so I understand. 5 A. Well, we done the -- we done the job. We built 6 the plant and they started laying people off. And I 7 never waited until I got laid off. I'd always find me 8 another job before and went to work with them and -- and 9 then come back to Weyerhaeuser -- I mean, Daniels and 10 Brown & Root, one of them. I can't remember which one. 11 But I went back to work with them, and it 12 was on work that I had to take the insulation off of 13 pipes and stuff to redo the work. 14 Q. Can you -- okay. Let's go back, then. 15 So the initial construction you think took 16 about three and a half years. Is that what you 17 testified to? 18 A. Yes, that's what I'm saying. I -- 19 Q. And then -- 20 A. I didn't (connection interruption). 21 Q. So we did that. And that was all new work. 22 A. Yes. 23 Q. That was erecting all of the pipe and the steel 24 for the buildings; is that correct? 25 A. Yes.	Page 225 1 of the -- come out of the wall. 2 And it was -- some of it was overhead on 3 the -- on the pipe rack. It's hard for me to remember 4 back the date. 5 Q. Now, were those pipes inside or outside? 6 A. They were outside, outside up on pipe racks. 7 Q. You talked about earlier to -- this is a large 8 facility, correct? 9 A. Yes. 10 Q. Was the majority of your work actually outside 11 connecting different pieces of equipment in different 12 areas? 13 A. Yes. A lot of it was. 14 Q. Did you ever work -- I've seen some records, 15 and I think there was maybe a saw mill on one side of 16 the road and then the paper mill was in another area. 17 Did you just work at the paper mill? 18 A. I worked on the -- they brought the logs in 19 there and put the logs up on the deck, and they had big 20 blades in there to cut the logs in certain lengths, and 21 they went into the log flume. They floated them on up 22 to the chipper. 23 Q. So is that separate from the paper mill or was 24 that part of the paper mill? 25 A. That's part of the paper mill.
Page 224 1 Q. And then years later, can you kind of give me a 2 time frame of when you went back to the mill? 3 A. A year later. 4 Q. About a year later. And what kind of project 5 was that? 6 A. We were still building, you know, adding on to 7 what we were doing, but we just didn't get to that part, 8 putting the debarkers in and the chippers and stuff. 9 Q. When you went back, they were adding equipment 10 and you worked on that? 11 A. Yes. 12 Q. Can you tell me exactly what equipment, like 13 specific pieces that you remember working with or 14 helping put together and install? 15 A. Debarkers -- 16 Q. Okay. 17 A. -- and the flumes that floated the logs up and 18 run through the chipper. We put the chippers in. That 19 was a lot of work. 20 Q. And I understand that. Explain to me, then, in 21 this work where you were working on pipes that had 22 insulation that was being removed. 23 A. There was the pipe that was running overhead 24 that run the water -- run the water into the -- to the 25 flume, the ditch, floating the logs. That pipe come out	Page 226 1 Q. Okay. That's what I needed to know. 2 So you were there during the original 3 construction and that was about a three-and-a-half-year 4 project, you think. 5 A. Yes. 6 Q. And you were there every day. And you were 7 doing the steel work for erecting the new buildings. 8 A. Yeah. Didn't miss a day. 9 Q. Okay. So you were directed -- I would assume 10 the way it normally works, you'd kind of come through, 11 erect your portion and move on to the next portion. And 12 then another trade would come behind you and insulate 13 and do all of that; is that correct? 14 A. Part of the time, they did. And if it was a 15 short job, we done it ourselves. 16 Q. Okay. When would you have a short job? Was 17 that during the initial construction or when you would 18 come back and work shutdowns? 19 A. Initial construction. 20 Q. Okay. Can you explain that to me? What would 21 you consider a short job? 22 A. Well, it was running 10, 12-foot piece of 23 pipe -- connecting a piece of pipe. And wasn't but 24 12 foot, you wouldn't need to take all of your stuff 25 down and letting somebody else take two hours and put

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Page 227 1 the stuff in place and get up there and fix it when you 2 could just stick the pipe -- get the crane to bring the 3 piece of pipe up and put it in the hangers. And you'd 4 weld it up, get it butted up, weld it, and then you'd 5 insulate the pipe, be through with it. 6 Q. Now, where did you get this insulation from? 7 A. On the ground. It was on the ground. 8 Q. Who provided that insulation, I guess? Did it 9 come from Weyerhaeuser or did it come from Daniels or 10 Brown & Root, whoever your employer was? 11 A. It come on a two-ton pickup truck. I don't 12 know where it come from. 13 Q. Who unloaded it? Was it Weyerhaeuser employees 14 or Daniel or Brown & Root employees? 15 A. Brown & Root. We unloaded it. 16 Q. Okay. 17 A. The truck sat right there and we just threw a 18 rope down and hooked to a piece of pipe and pulled it 19 up, the insulation, pulled it up, the box. 20 Q. Now, let me ask you this question: Did you 21 ever work at the mill when it was actually up and 22 running? 23 A. Yes. 24 Q. Okay. Can you tell me when that was? 25 A. I went on a -- I reckon they called it a	Page 229 1 supervisor was? 2 A. Yes, if I can just think of his name. He was 3 from South Carolina, too. Emmett George. 4 Q. Emmett George. Okay. That was your 5 supervisor. And do you remember which company he worked 6 for? 7 A. Brown & Root. 8 Q. Brown & Root. Okay. And so he instructed all 9 of your work at the Weyerhaeuser facility when y'all 10 were building it; is that correct? 11 MS. GROSS: Objection, form. 12 A. Yeah. He didn't tell me. He told the foreman 13 what to do and then the foreman would tell us. 14 Q. (By Ms. Abdalla) Who was your foreman? Do you 15 recall his name? 16 A. No. 17 Q. No? I understand. 18 A. That's a lot of people. 19 Q. I get it. 20 A. It wasn't but a thousand working out there. 21 Q. It was a huge project to build that mill. 22 Huge. 23 Did you ever -- when you were out -- 24 anytime you were at the Weyerhaeuser mill, did a 25 Weyerhaeuser employee instruct your work or was it
Page 228 1 "shutdown." I stayed about three months. Three or four 2 months on a shutdown. 3 Q. Do you remember a time range when that would 4 have been? 5 A. It was in the latter part of the time that I 6 worked there because everything was on that side. The 7 pipe we was working on was on the outside, but it was in 8 a -- it was in a pipe rack. 9 Q. All of that work was outdoors? 10 A. Yes. 11 Q. Okay. So, after you left the -- after the 12 initial construction, can you give me an estimate for 13 how many times you went back to the mill? 14 A. Probably twice I went back to work. 15 Q. And were those for -- I know you said you went 16 for a three to four-month period. The other time, how 17 long were you out there? 18 A. The first time, building the plant, about 19 three, three and a half -- 20 Q. Right. 21 (Overlapping speakers.) 22 A. -- and then I worked probably two or three 23 weeks or maybe a month with a different contractor. 24 Q. (By Ms. Abdalla) And when you were out there 25 doing the initial construction, do you remember who your	Page 230 1 always -- 2 A. No. 3 Q. -- Brown & Root or Daniels? 4 A. That's right. 5 Q. Okay. Just wanted to clarify that. I'm 6 getting close to the finish line. 7 A. And I'm glad because I can't remember the 8 question you asked. 9 Q. I'm so sorry. 10 And I guess we clarified, but the majority 11 of your work at Weyerhaeuser, you would consider 12 yourself a pipe -- pipe fitter and a welder; is that 13 correct? You already had your welding certification and 14 all of that when you were there. It wasn't -- 15 A. Yes. 16 Q. -- mill paper work? 17 A. No. 18 Q. You testified earlier this week about the two 19 different kinds of insulation, and you said it was 20 either fiberglass or asbestos-containing. 21 A. Yes. 22 MS. GROSS: Objection, form. 23 Q. (By Ms. Abdalla) Do you agree that there are 24 other types of insulation as well; that there is 25 fiberglass; there could be nonasbestos-containing

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Page 231 1 insulation and asbestos-containing insulation? 2 A. If it was heat -- if it was related to heat 3 going through the pipe, asbestos. 4 Q. Anytime you think that you were exposed to 5 asbestos insulation at the Weyerhaeuser mill, it is 6 because you think that any insulation associated with 7 heat contained asbestos? 8 A. That's right. 9 MS. GROSS: Form. 10 A. It was the as- -- 11 Q. (By Ms. Abdalla) Anyone tell you that? 12 A. No. I just knew it from working from here to 13 yonder. I just knew that asbestos would hold heat, but 14 I didn't know it would make you sick either. 15 Q. But did you see on the boxes or anything that 16 it contained asbestos? 17 A. I didn't -- when I took -- took it out of the 18 box, I knew it was asbestos. 19 Q. But did it say "asbestos"? 20 A. It didn't have to say it. I knew it. 21 Q. You just knew it? That's just -- 22 A. Like I know my name. 23 Q. Okay. Now, any tools that you used when you 24 were at the Weyerhaeuser mill, who provided those for 25 you?	Page 233 1 A. No. At that time, they didn't do the same 2 thing, but we were work -- I had done the same work. 3 Q. Okay. When you were originally working on 4 the -- 5 A. Yes. 6 Q. -- construction? 7 Did you ever make any safety complaints 8 while you were at that job site? 9 A. No. It wasn't no need to make it. 10 Q. Was it a pretty safe job site? 11 A. Yes. 12 MS. GROSS: Object to form. 13 A. You do your work and go on about your business. 14 Q. (By Ms. Abdalla) Did you ever see any 15 contracts for your employer with Weyerhaeuser? 16 A. No. I was too far down on the totem pole. 17 Q. I don't see any contracts either. I 18 understand. I think that's -- one more question, I do 19 have. 20 You testified that, at times, a foreman 21 would instruct you to clean up your work area. Did that 22 happen at the Weyerhaeuser mill? 23 A. Yes. 24 Q. And when you received that instruction to clean 25 up the debris in the area, was that a Weyerhaeuser
Page 232 1 A. I did. 2 Q. You provided. Did Weyerhaeuser provide you any 3 tools? 4 A. No. 5 Q. Okay. Did Weyerhaeuser inspect your work or 6 was it always your employers inspecting your work? 7 A. My employer inspected. 8 Q. And I think you've clarified. I'm just going 9 to double-check. You would work either eight to 10-hour 10 days; is that correct? 11 A. Yes. We didn't never work no six hours. We 12 always worked full-time. 13 Q. Okay. 14 A. You can look at my hair and tell that I worked 15 a lot. 16 Q. You testified earlier in your deposition that 17 you saw Weyerhaeuser employees wearing some type of mask 18 or respirator at that New Bern facility; is that 19 correct? 20 A. Yes, beside of me. 21 Q. Do you know what they were doing? 22 A. They were -- some of them was working on the 23 pump going to the boiler room. 24 Q. Do you know -- were they doing the same work as 25 you or were they doing a specific trade?	Page 234 1 employee that instructed you to do that? 2 A. It was my company that -- the -- 3 Q. Your employer? 4 A. Didn't never leave the area. That's what it 5 is. 6 MS. ABDALLA: Okay. I think that's all I 7 have. I may have some follow-up questions later. Thank 8 you for your patience with me. 9 THE WITNESS: Thank you. 10 MS. GROSS: Thank you. 11 MS. ABDALLA: Thank you. 12 MS. GROSS: Anybody else? 13 THE WITNESS: You look like my nephew 14 (indicating). Chuck Baker looks just like my nephew. 15 MS. GROSS: I think you're on mute. 16 THE WITNESS: Oh. 17 MS. GROSS: No, not you. Not you. There 18 you go. 19 EXAMINATION 20 BY MR. BAKER: 21 Q. Thank you. Can you hear me okay, Mr. Murphy? 22 A. Yes. 23 Q. All right. 24 A. I wanted to tell you before you get started, 25 you look just like my nephew. I thought it was Gerald

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Page 235 1 a-coming. 2 Q. I promise you I didn't sneak into the 3 videoconference, so I had an ID. 4 A. Okay. 5 Q. I'm a lawyer in Charleston, South Carolina. I 6 represent several of the defendants in this case. I 7 know we said at the beginning of the deposition, but my 8 clients are appearing through me, specially reserving 9 all defenses, including but not limited to personal 10 jurisdiction of the door closing. 11 That's just something I need to say for 12 the record. I just have a few questions for you. 13 MS. GROSS: And we're going to reserve. 14 Q. (By Mr. Baker) One of the clients I'm 15 appearing for is named United States Fidelity and 16 Guaranty Company, and that's abbreviated USF&G. Have 17 you ever heard of USF&G? 18 A. No. I don't remember. 19 Q. And I don't expect you to know this 20 information. I just need to make sure you don't know. 21 And if you do, I need to know if you do know it. So 22 don't feel bad if you don't know it. I've just got to 23 ask these questions. 24 Have you ever heard of USF&G? 25 A. No.	Page 237 1 MR. BAKER: Yeah. I'm trying to establish 2 that he didn't, yes. 3 THE WITNESS: Yeah. 4 Q. (By Mr. Baker) So your answer is "no"? 5 A. That's right. 6 Q. All right. Over the course of your work, did 7 you ever rely on anything that USF&G did or did not do? 8 A. No. 9 MS. GROSS: Object -- 10 Q. (By Mr. Baker) Over the course of your work, 11 did USF&G ever instruct any of the work you did in any 12 way? 13 MS. GROSS: Object to form. 14 A. I don't think so. 15 Q. (By Mr. Baker) Over the course of your work, 16 did USF&G ever tell you anything at all about how to do 17 your job? 18 A. No. In fact, I don't know who -- 19 Q. Just have a couple more. 20 Did USF&G ever recommend that you should 21 use any product made by Covil Corporation? 22 A. No. 23 MS. GROSS: Object to form. 24 Q. (By Mr. Baker) Do you have any evidence that 25 USF&G controlled the operations of Covil Corporation?
Page 236 1 Q. Do you know what USF&G is, what kind of 2 company? 3 A. No. 4 Q. It's an insurance company. Do you know who 5 they insured, if anybody? 6 A. No. I don't know nothing about the company. 7 Q. All right. There's another company -- there's 8 another defendant in the case named Covil, C-o-v-i-l, 9 Corporation. Do you know who its insurance companies 10 were? 11 A. No. Don't know nothing about no paperwork. 12 Q. Did you ever work for USF&G? 13 A. No. 14 Q. Do you know if USF&G ever manufactured any 15 insulation you worked with? 16 A. If I did, I don't remember seeing it on the 17 box. 18 Q. Over the course of your work, did USF&G ever 19 make any representations to you? 20 A. No. 21 Q. Okay. Over the course of your work, did you 22 ever rely on anything USF&G said or did not say? 23 MS. GROSS: Object to form. He doesn't 24 know who they are. 25 A. I don't know who they are.	Page 238 1 MS. GROSS: Object to form. 2 A. No. 3 DEFENSE COUNSEL: Objection. 4 Q. (By Mr. Baker) I think that maybe I've got one 5 more. Do you remember when you went back to farming, 6 after working on these industrial sites, was it around 7 1978? 8 MS. GROSS: Object to form. 9 A. I -- could have been. I don't know. 10 Q. (By Mr. Baker) Okay. Well, let me ask it this 11 way: Whenever you did go back to farming, that was -- 12 you started back at Archer Farms; is that right? 13 A. Arthur, yes. 14 Q. Arthur. Arthur? 15 A. A-r-t-h-u-r. 16 Q. All right. Thank you. 17 And from that point forward, did you stick 18 to farming and then truck-driving? Did you ever go back 19 to welding and pipe fitting? 20 A. Yes. I went back to -- on shutdowns. I went 21 on a couple of short jobs on shutdowns. 22 Q. About -- after you -- so you kind of went back 23 to farming full-time at some point with Arthur, but you 24 did a couple of more shutdown jobs after that? 25 MS. GROSS: Object to form.

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Page 239 1 A. Right. When I was working on the farm, two or 2 three days, I'd go on a shutdown. 3 Q. (By Mr. Baker) About how many times did you do 4 that? 5 A. About three times. Two or three. 6 Q. And was that within a couple of years of going 7 back to farming? 8 A. It was probably in one year. 9 Q. One year. Okay. So you -- you worked as a 10 welder and pipe fitter for some period of time. We've 11 gone all over that information. Then you went back to 12 farming full-time. After that, you did two or three 13 shutdowns in the next year. 14 And that's the last time you worked on any 15 of those industrial sites; is that right? 16 A. That's right. 17 MR. BAKER: Thanks. That's all I have. 18 Thank you very much. Say "hi" to your nephew for me. 19 THE WITNESS: I wish I had a picture to 20 put him on there. You look just like him. 21 MS. GROSS: Thank you. 22 MR. BENTON: Rachel, this is Jason Benton. 23 I have some questions, but can we take a short break 24 first? 25 MS. GROSS: Sure. We can take a -- you	Page 241 1 on, pipes leading up to that equipment, such as 2 turbines, boilers, that kind of thing, right? 3 A. Yes. 4 Q. Have you told us about all of the equipment 5 that you worked on or near that had pipes leading up to 6 it? 7 MS. GROSS: Object to form. 8 A. I guess so. I don't know. 9 Q. (By Mr. Nelson) All right. There aren't any 10 other pieces of equipment besides the turbines and 11 gaskets and other things you've told us about that you 12 worked on; is that true? 13 MS. GROSS: Same objection. 14 A. Except the -- except the -- the smoke stack, 15 the flue going out of the tur- -- going out of the 16 glass. The smoke stack where the smoke come up out of 17 it. 18 Q. (By Mr. Nelson) All right. So other than 19 those things, there's nothing else? 20 MS. GROSS: Same objection. 21 Q. (By Mr. Nelson) You've told us your best 22 memory, I guess. Is that a good way of saying it? 23 A. That's right. When you get to be 81 years old, 24 you can't remember like you used to. 25 MR. NELSON: I appreciate everything
Page 240 1 want to take a 10-minute break, sir, stretch your legs? 2 THE WITNESS: That would be all right. 3 MS. GROSS: All right. Go ahead and mute 4 your computer. 5 THE VIDEOGRAPHER: Going off the record. 6 The time is 15:01 UTC. 7 (A recess was taken from 8 10:01 a.m. to 11:32 a.m.) 9 THE VIDEOGRAPHER: We're back on the video 10 record. The time is 16:32 UTC. Go ahead. 11 EXAMINATION 12 BY MR. NELSON: 13 Q. Afternoon, Mr. Murphy. My name is Joe Nelson. 14 I'm an attorney in Charlotte. I have a few defendants 15 in this matter and I want to ask you a few very short 16 questions, I think, based upon your testimony so far. 17 All right? 18 A. Okay. 19 Q. All right. The first one is: From your 20 testimony so far, I take it that you've never worked on 21 any electrical equipment or taken apart any electrical 22 equipment on the job; is that true? 23 A. No electrical, yes. 24 Q. All right. And then the next question is: 25 You've told us about different equipment that you worked	Page 242 1 you've told us so far and, true to my words, those are 2 all my questions. Thank you very much, sir. 3 THE WITNESS: Okay. Thank you. 4 MS. GROSS: Thank you, Joe. 5 MS. SHOFNER: This is Elaine. I can ask 6 some questions. 7 MS. GROSS: Okay. 8 EXAMINATION 9 BY MS. SHOFNER: 10 Q. Okay. Can you hear me okay, Mr. -- 11 A. Yeah. 12 Q. -- Murphy? 13 A. Yes. 14 Q. And I think that you just testified that you're 15 not an electrician, correct? 16 A. That's right. 17 Q. All right. And you have never worked as an 18 electrician at any job site, correct? 19 A. No. No. Never. 20 Q. Okay. All right. And did -- and since you 21 were never an electrician, you never performed any 22 electrical work at any of those jobs -- you never 23 performed any electrical work at any of those job sites, 24 correct? 25 A. That's -- yes.

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Page 243 1 Q. Okay. And if you did not perform any 2 electrical work, you did not work on any electrical 3 equipment while at Weyerhaeuser, Bowater or Sutton, 4 correct? 5 A. None of them, yes. 6 MS. GROSS: Object to form. 7 MS. SHOFNER: All right. Thank you very 8 much, sir. That's all I have. 9 MS. GROSS: Thank you. 10 Who's next? Anybody else have a couple 11 minutes? There were a bunch of y'all in that group, so 12 anybody want to go next? 13 MS. FLYNN: Rachel, this is Stephanie 14 Flynn. I've got a few. 15 MS. GROSS: Great. Thank you, Stephanie. 16 MS. FLYNN: Sure. Not a problem. 17 EXAMINATION 18 BY MS. FLYNN: 19 Q. Mr. Murphy, can you hear me okay? 20 A. Yes. 21 Q. Okay. Great. I just have a few questions for 22 you. I put my screen up so, hopefully, you can see me, 23 too. 24 A. Yes. 25 Q. If I understood you correctly, it was -- it was	Page 245 1 you've encountered along the line and removed that you 2 recall, sitting here today, that we've not talked about? 3 MS. GROSS: Object to form. 4 A. I don't remember. 5 Q. (By Ms. Flynn) Okay. All right. And was it 6 ever your job to work on any air compressors, whether 7 they were stationary or mobile? 8 A. No. 9 Q. And do you remember manufacturers of any air 10 compressors, whether stationary or mobile, at any of 11 your job sites? 12 A. No. Names -- it's just like yours, I don't 13 know yours and I didn't know -- I don't know them 14 because it's been too long. 15 Q. Okay. And I appreciate that. 16 And just in case you weren't asked that, 17 do you recall the names of any pumps that were ever at 18 any of your job sites? 19 A. I'm going to say no, because I -- I hate to 20 tell you something that I'm not sure of. And I don't 21 know. 22 Q. All right. And then do you recall the name of 23 any steam traps at any of your job sites? 24 A. No. You had -- you'd have to ask my buddy. 25 You'll talk to him later on. Hoppy Jones, he'll know.
Page 244 1 never your job to work on the interior of equipment, 2 like pumps; is that right? 3 A. No. Just replacing the flange -- 4 Q. Okay. 5 A. -- taking the pump down. If it wasn't no good, 6 we'd take it offline and put another one on. 7 Q. Okay. So, if you encountered a pump in a line, 8 you might take it out, but in terms of if somebody 9 needed to fix a propeller on the inside or replace a 10 gasket on the inside of the pump, that wasn't your job? 11 A. No. 12 Q. Okay. And so, when you're talking about 13 working on a pump, that means that you've encountered it 14 in a line and you've taken it out of the line? 15 A. That's right. Taken it out. It wouldn't work 16 without it, yes. 17 Q. Would the same apply for other equipment that 18 you've talked about working on along the lines? In 19 other words, if you get to something that needs to be 20 taken out, you'll remove it, but you don't repair the 21 inside? 22 A. No. If it needs repairing on the inside, it's 23 set aside and the -- the mechanics would go in there and 24 check it out. 25 Q. Okay. And is there any other equipment that	Page 246 1 He's sharp as a tack. 2 Q. Okay. That's not something that you would have 3 worked on, correct? 4 A. No. 5 MS. FLYNN: All right. Thank you. Sir, I 6 believe those are all the questions I have for you. I 7 appreciate your time. 8 THE WITNESS: Thank you, ma'am. 9 MS. GROSS: All right. Who else? 10 Is everybody who told me in the chat 11 earlier that they have, like, a few minutes not have a 12 few minutes anymore? 13 MR. BORDEN: Rachel, I can go. 14 MS. GROSS: I'd appreciate it. Thank you. 15 MR. BORDEN: Sure. 16 EXAMINATION 17 BY MR. BORDEN: 18 Q. Good afternoon, Mr. Murphy. My name is Peter 19 Borden. I'm a lawyer here in Raleigh, North Carolina. 20 A. Okay. 21 Q. Can you hear me okay? 22 A. Yes. 23 Q. I shouldn't have too many questions for you, 24 but based on your testimony so far, my understanding is 25 that you've never worked on cooling towers; is that

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Page 247 1 correct? 2 A. No. I've never worked on a cooling tower. 3 Q. Would it be fair to say that you -- can you 4 recall any specific instances where you worked around 5 somebody else working on a cooling tower? 6 A. Yes. I worked around a lot of people that was 7 working on the cooling towers, but I didn't. 8 Q. Do you recall any specific instances where you 9 could tell me what they were doing? 10 MS. GROSS: Object to form. 11 A. No. I -- I done my job. I didn't notice what 12 was going on. Unless it was in my way, I'd check and 13 see. 14 Q. (By Mr. Borden) Would it be fair -- let me ask 15 you this: Were there any instances where you were 16 working around others who were working on towers and you 17 remember it being dusty, or no? 18 A. Most of the time, working on them cooling 19 towers, it was a lot of water being around there. It 20 wasn't too dusty. 21 MR. BORDEN: All right. That's all the 22 questions I have for you, Mr. Murphy. Thank you. 23 THE WITNESS: Okay. 24 MS. GROSS: Thank you. Thank you. 25 All right. Who else?	Page 249 1 A. James. 2 Q. Thank you. 3 Do you recall if you had left Newport News 4 when your mother died or did you come back after she 5 passed? 6 A. I left that -- they called me on the phone and 7 then I left the same day they called me. 8 Q. And did you stay in New Bern, then, after that 9 point or did you go back? 10 A. No, I didn't go back. 11 Q. When you were working at Weyerhaeuser, you 12 mentioned you were doing some work on the inside and 13 then some work in the open air; is that right? 14 A. Yes. 15 Q. During the time that you were working full-time 16 there, do you think you spent more than 50 percent of 17 your time outside of the walls of the plant? 18 A. Yes. 19 Q. Do you think you spent more than 60 percent of 20 your time outside the walls of the plant? 21 A. No. 22 Q. So just a little more often than not, you were 23 outside of -- 24 A. Outside. 25 Q. Thank you.
Page 248 1 How're you doing, Mr. Murphy, while we 2 wait for some people to pipe up? 3 THE WITNESS: I'm holding on right now, 4 but it's getting tough. 5 MS. GROSS: Okay. 6 THE WITNESS: Seems like my -- inside of 7 my lungs is -- inside my ribs is going back and forward. 8 MS. GROSS: Okay. 9 MS. BRATHWAITE: I have a few questions, 10 Rachel. 11 MS. GROSS: Great. Thank you so much. 12 EXAMINATION 13 BY MS. BRATHWAITE: 14 Q. Hey, Mr. Murphy. My name is Ashley Brathwaite. 15 A. Okay. 16 Q. Good to see you. 17 A. Same here. 18 Q. I may have missed this earlier, but did you 19 give us your parents' names? 20 A. No, and nobody never asked. 21 Q. I'd like to hear them. 22 A. Andrew Murphy and Pearl Murphy or Pearlina 23 Murphy. 24 Q. And do you remember what your mother's maiden 25 name was?	Page 250 1 And when you were at Weyerhaeuser, you 2 don't know who brought the insulation in there, do you? 3 A. No. 4 MS. GROSS: Object to form. 5 Q. (By Mr. Brathwaite) You don't know who 6 distributed the insulation that was used at 7 Weyerhaeuser? 8 A. No. We had a helper that went to the building 9 and put it on the flatbed pickup -- flatbed truck and 10 brought it around to us. 11 Q. And if you had to remove any insulation at 12 Weyerhaeuser, you don't know if that was the original 13 insulation or if it had been removed before, do you? 14 A. Yes. I knew it was the original. 15 Q. And how did you know that? 16 A. You -- just by working with insulation, you 17 knew it. You could tell -- 18 Q. Did you -- I'm sorry. Go ahead. 19 A. You could tell if it ever had been removed. 20 Q. If the insulation had been removed, could you 21 tell how many times? 22 A. No. 23 Q. Were there times that you worked on insulation, 24 when you were removing insulation, say from a pipe at 25 Weyerhaeuser, where it was not new?

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Page 251 1 A. No, because it -- Weyerhaeuser was a new plant, 2 so if we done it, we knew it had -- had to be put on 3 there new. It wasn't used. 4 Q. What about those times when you came back to 5 Weyerhaeuser and worked occasionally on repairs after it 6 was built? 7 A. Yes. We took the insulation off sometimes. 8 Q. And at that point, the plant wasn't new 9 anymore, was it? 10 A. That's right. It was a couple years old. 11 Q. You can't tell, then, if it had been replaced, 12 once you had left and come back, right? 13 A. That's right. 14 MS. GROSS: Object to form. 15 Q. (By Mr. Brathwaite) When you were coming back 16 to Weyerhaeuser after the plant had been built, you 17 couldn't tell me that the insulation you removed from 18 pipes was still original or if it had already been 19 replaced? 20 A. No. 21 MS. GROSS: Objection. 22 Q. (By Mr. Brathwaite) I'm going to ask you the 23 same questions, Mr. Murphy, about your time at Bowater. 24 Do you know who supplied or distributed 25 the insulation that you removed there?	Page 253 1 EXAMINATION 2 BY MS. HUTCHENS: 3 Q. Hi, Mr. Murphy. My name is also Rachel. I'm 4 Rachel Hutchens. I'm an attorney in Columbia and I just 5 have one or two, I hope, quick clarifying questions for 6 you. 7 A. Okay. 8 Q. Okay. Earlier, just a few minutes ago, I think 9 you testified -- I'm just going to try to paraphrase -- 10 that if any equipment needed repairing, you would set it 11 aside and mechanics would go and work on the inside of 12 it, correct? 13 A. No. I didn't say "any equipment." I said: If 14 we were working on a line and we got to -- insulation 15 needed taken off, if it was just a short line, a 16 30-minute to hour job, we'd do it instead of passing it 17 on to somebody else. Instead of taking all the 18 equipment down that we were using, we'd do it ourselves, 19 save a little time. 20 Q. Okay. Well, thank you for clarifying that a 21 little bit. 22 I want to ask you, then, just a couple of 23 questions. When you would be working -- and I'm going 24 to talk about working inside of equipment -- I just want 25 to know, did you ever work inside of valves?
Page 252 1 A. Don't know. No. 2 Q. And what about at -- at Sutton, at the power 3 plant? Do you know who supplied or distributed the 4 insulation that was used there? 5 A. All I knew it come in on a pickup, a flatbed 6 truck. 7 Q. That's right. And you saw some boxes of it; is 8 that right? 9 A. That's right. We unloaded the boxes and set 10 them on the shelf, and when we got ready to use it, we 11 went back and got the boxes. 12 Q. Have you told us everything you remember about 13 those boxes and getting them off the truck? 14 A. The best I know. 15 MS. BRATHWAITE: Thank you for your time, 16 Mr. Murphy. 17 THE WITNESS: Thank you. 18 MS. GROSS: Thank you. 19 Anybody else? 20 MS. HUTCHENS: Rachel, I just have one or 21 two questions. Am I showing up? 22 MS. GROSS: No. 23 MS. HUTCHENS: Am I there now? 24 MS. GROSS: There you are (indicating). 25 MS. HUTCHENS: Okay. Good.	Page 254 1 A. No. If it was that big, I didn't go into it. 2 They had another crew that went in there. 3 MS. HUTCHENS: Perfect. Well, thank you 4 very much. That was just my point of clarification. I 5 appreciate your time. 6 THE WITNESS: Thank you, ma'am. 7 MR. REID: I'll go next. 8 MS. GROSS: Great. 9 EXAMINATION 10 BY MR. REID: 11 Q. Good afternoon, Mr. Murphy. My name is Philip 12 Reid. I just have a couple of questions for you. 13 A. Okay. 14 Q. You were telling us earlier today about 15 certifications you had. Am I correct that all your 16 certifications related to welding? 17 A. That's the only certification I had was 18 welding. 19 Q. Thank you. 20 And then, you've been to a number of 21 doctors over time since you became ill, correct? 22 A. Just in the last year or so, I was -- went to a 23 doctor for a regular checkup and they found out they 24 needed to draw some fluid off of my lung. And that's 25 when it started.

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Page 255 1 Q. Okay. And -- 2 A. I don't remember -- it was probably a year or 3 so ago. 4 Q. All right. And when you've gone to the doctor, 5 the doctors have asked you questions about your history, 6 how you're feeling, what you've done over the years, 7 that sort of thing, correct? 8 A. Right. Yes. 9 Q. And when you've answered their questions, 10 you've tried to be as accurate as possible; is that 11 correct? 12 A. Yes. I tried to tell them exactly what I -- 13 tried to. 14 Q. Understood. And you've been truthful with them 15 when reporting or giving answers to their questions, 16 correct? 17 A. (Inaudible.) 18 MR. REID: Jamie, did you get an answer 19 there. 20 THE REPORTER: I did not hear an answer. 21 A. Yes. 22 Q. (By Mr. Reid) All right. It's a "yes"? 23 A. Yes. 24 MR. REID: Okay. That's all I have, 25 Mr. Murphy. Thanks for your time. Appreciate it.	Page 257 1 A. The cords just -- 2 Q. It was just a matter of having to have an 3 electrician do the actual disconnect? 4 A. That's right. 5 Q. I got it. So you didn't actually see them 6 working on the motor; they just were essentially 7 unplugging it? 8 A. Unhooking it, yes. 9 Q. Unhooking it. I understand. Super good. 10 Thank you. 11 You were asked briefly about whether you 12 had ever worked on cooling towers. Let me expand that. 13 Did you ever work on any air conditioning/HVAC kind of 14 work? 15 A. No. And none of the cooling towers. 16 Q. Right. Now, this is sort of in addition to the 17 cooling towers. 18 A. No. No. 19 Q. Okay. Did you ever see anybody else doing 20 air conditioning or HVAC work? 21 A. Yeah. I seen some people working on the 22 cooling towers but not -- I don't know what you're 23 talking about when you say "air conditioning." 24 Q. Okay. Did you ever see anybody working on any 25 kind of air-conditioning systems that were not cooling
Page 256 1 MR. MERIWETHER: For what it's worth, I 2 can follow up with a couple of questions, Rachel. 3 MS. GROSS: Sure. Great. 4 EXAMINATION 5 BY MR. MERIWETHER: 6 Q. Mr. Murphy, this is Robert Meriwether. 7 A. Okay. 8 Q. I'm just going to follow up on a couple of 9 things that some other folks talked about and try to 10 understand a little better. 11 I know that you talked about not having 12 done any electrical work yourself. I think yesterday -- 13 I think it was yesterday -- you mentioned that you saw 14 some electricians, I believe, working on electrical 15 motors. Does that ring a bell? 16 A. No. 17 Q. Okay. Do you ever remember being around 18 electricians working on anything? 19 A. Yes. 20 Q. What was it? 21 A. They were -- 22 DEFENSE COUNSEL: Form. 23 A. -- disconnecting the -- the cord that run the 24 big motor. 25 Q. (By Mr. Meriwether) Oh, okay.	Page 258 1 towers? 2 A. No. 3 Q. Okay. Super good. Thank you. 4 Finally, let me ask you this: Did you 5 ever do any work with painting or industrial coatings of 6 any kind? 7 A. No. 8 Q. Did you ever see any other people working on 9 painting or industrial coatings? 10 A. No. 11 MR. MERIWETHER: Okay. Thank you so much. 12 I might have some follow-ups down the road, but I just 13 wanted to follow up on those points while Rachel was 14 looking for people to talk. 15 THE WITNESS: Okay. 16 MR. MERIWETHER: Thank you so much. 17 MS. GROSS: Okay. Anyone else have about 18 five minutes or so? 19 MR. HERNS: Hi, Rachel. This is Louis 20 Herns. I have a few questions. 21 MS. GROSS: Great. 22 EXAMINATION 23 BY MR. HERNS: 24 Q. Mr. Murphy, my name is Louis Herns. I'm in 25 Charleston, South Carolina. Are you okay to go forward?

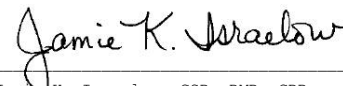
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Page 259 1A. Yes. Go ahead. 2Q. Okay. Great. When Rachel was asking you some 3questions on direct examination, you stated that you had 4done some work on engines. And I wanted you to describe 5for me what work you've done on engines. 6A. Not on the job or off the job? 7Q. I'm talking about -- she was talking about 8tractors and vehicles at the farm. 9A. Oh, yeah. Changing spark plugs, stuff like 10this, take the tire off and put a new tire on. 11Q. Replace the solenoid, if it went bad? 12A. Yes, stuff like that. 13Q. Okay. Did you ever do anything underneath the 14car -- 15A. No. 16Q. -- or tractor? 17A. No. 18Q. Okay. Now, you mentioned that you were in the 19motor pool when you were in the Army for a little while. 20A. Tank division, yes. 21Q. Tank division. Okay. And you stated that you 22would check the fluid in the tank to make -- tanks to 23make sure they were ready to go. Do you recall that? 24A. Pulled the sticks out, checked the oil, and 25then ran the transmission and the motor, but that's all.	Page 261 1THE WITNESS: We can do a couple more like 2that. 3MS. GROSS: Okay. All right. 4We have a couple more with a few minutes? 5Otherwise, we're going to let Mr. Murphy go for the day. 6Okay. If nobody else has a couple of 7minutes, I'm going to ask defense counsel, once 8Mr. Murphy leaves, to just stay on for a minute just to 9talk logistics, if you guys don't mind. 10Mr. Murphy, it sounds like nobody else has 11just a couple of minutes, so why don't you be done for 12the day. Okay? 13THE WITNESS: Okay. 14MS. GROSS: So we're going to go off the 15record. 16THE VIDEOGRAPHER: Going off the record. 17The time is now 16:58 UTC. 18(Off the record at 11:58 a.m.) 19----- 20 21 22 23 24 25
Page 260 1We never done no tool work. 2Q. Okay. You never pulled a wrench on the tanks? 3A. No. 4Q. Okay. So it's just making sure that from a 5fluid, being-ready-to-go standpoint, it was in good 6shape? 7A. That's right. We had mechanics to come -- if 8it needed working on, mechanics would come and work on 9it. 10Q. Okay. Did you work on any other vehicles that 11were in the motor pool? 12A. No, none whatsoever. 13Q. And just to make sure, you've never done any 14transmission work on either the tanks or vehicles? 15A. No. 16Q. Okay. And you've never replaced the clutch in 17any tank or vehicle? 18A. No. 19MR. HERNS: Thank you, sir. That's all I 20have. 21THE WITNESS: Okay. Thank you. 22MR. HERNS: Thank you, Rachel. 23MS. GROSS: Thank you. 24Mr. Murphy, how're you doing? You want to 25be done or --	Page 262 1CHANGES AND SIGNATURE 2WITNESS NAME: NICHOLAS LEON MURPHY 3DATE OF DEPOSITION: April 30, 2020 4 5Please indicate changes on this sheet of paper, 6giving the change, page number, line number and reason 7for the change. Please sign each page of changes. 8PAGE/LINECORRECTIONREASON FOR CHANGE 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

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Page 263 1 I, NICHOLAS LEON MURPHY, have read the foregoing 2 deposition and hereby affix my signature that same is 3 true and correct, except as noted on the previous 4 page(s), and that I am signing this before a Notary 5 Public. 6 _____ 7 NICHOLAS LEON MURPHY, VOLUME 3 8 STATE OF _____ * 9 COUNTY OF _____ * 10 Before me, _____, on 11 this day personally appeared NICHOLAS LEON MURPHY, known 12 to me, or proved to me under oath or through 13 _____ (description of identity card or 14 other document), to be the person whose name is 15 subscribed to the foregoing instrument and acknowledged 16 to me that they executed the same for the purposes and 17 consideration therein expressed. 18 Given under my hand and seal of office on 19 this, the _____ day of _____, 2020. 20 _____ 21 NOTARY PUBLIC IN AND FOR THE 22 STATE OF TEXAS 23 My Commission Expires: _____ 24 JOB NO. 331991 25	Page 265 1 the witness, and signature of the witness is to be 2 before any notary public and returned within 30 days 3 from date of receipt of transcript. 4 I further certify that pursuant to FRCP Rule 5 30(e) that the signature of the deponent: 6 _____ was requested by the deponent or a party 7 before the completion of the deposition and that 8 signature is to be before any notary public and returned 9 within 30 days from date of receipt of the transcript. 10 If returned, the attached Changes and Signature Page 11 contains any changes and the reasons therefor: 12 _____ was not requested by the deponent or a 13 party before the completion of the deposition. 14 I further certify that I am neither attorney 15 or counsel for, nor related to or employed by any of the 16 parties to the action in which this deposition is taken, 17 and further that I am not a relative or employee of any 18 attorney or counsel employed by the parties hereto, or 19 financially interested in the action. 20 21 22 23 24 25
Page 264 1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT 2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND 3 NICHOLAS LEON MURPHY,) 4 AND DORIS ANNE MURPHY,) 5 Plaintiffs,) C/A NO. 2020-CP-40-1364 6) 7 V.) In re: Asbestos 8) personal jury litigation 9 COVIL CORPORATION,) Coordinated docket 10 et al.,) 11 Defendants.) 12 REPORTER'S CERTIFICATION OF THE ORAL 13 DEPOSITION OF NICHOLAS LEON MURPHY 14 April 30, 2020 15 I, Jamie K. Israelow, a Certified Shorthand 16 Reporter duly commissioned and qualified in and for the 17 State of Texas, Registered Merit Reporter and Certified 18 Realtime Reporter, do hereby certify that there came 19 before me on the 30th day of April, 2020, at 1207 Brices 20 Creek Road, in the City of New Bern, County of Craven 21 and State of Florida, the following named person, 22 NICHOLAS LEON MURPHY, who was duly sworn to testify the 23 truth, the whole truth, and nothing but the truth of 24 knowledge touching and concerning the matters in 25 controversy in this cause; and that he was thereupon 26 examined upon oath and his examination reduced to 27 typewriting under my supervision; that Volume 3 of the 28 deposition is a true record of the testimony given by	Page 266 1 IN WITNESS WHEREOF, I have hereunto set my 2 hand this _____ day of _____, 2020. 3 4  5 _____ 6 Jamie K. Israelow, CSR, RMR, CRR 7 Texas CSR 3801 8 Expiration Date: 4/30/2021 9 US Legal Support-Dallas 10 CRCB Registration No. 343 11 100 Premier Place 12 5910 North Central Expressway 13 Dallas, Texas 75206 14 214.741.6001 15 Charge for transcript and exhibits \$ _____ 16 To be paid by Plaintiffs / Rachel A. Gross, Esq. 17 Job No. 331991 18 19 20 21 22 23 24 25

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1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT

2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND

3 NICHOLAS LEON MURPHY,)
4 AND DORIS ANNE MURPHY,)
5 Plaintiffs,) C/A NO. 2020-CP-40-1364
6)
7 V.) In re: Asbestos
8) personal injury
9 COVIL CORPORATION,) litigation
10 et al.,) Coordinated docket
11 Defendants.)

12 -----
13 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
14 NICHOLAS LEON MURPHY
15 May 1, 2020
16 VOLUME 4

17 (Reported remotely in Denton County, Texas)

18 -----
19 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
20 NICHOLAS LEON MURPHY, produced as a witness at the
21 instance of the Plaintiffs, taken in the above-styled
22 and -numbered cause on May 1, 2020, from 9:24 a.m. to
23 11:23 a.m. CDT, before Jamie K. Israelow, a Certified
24 Shorthand Reporter in and for the State of Texas,
25 Registered Merit Reporter and Certified Realtime
Reporter, reported in machine shorthand, with the
witness appearing remotely at 1207 Brices Creek Road, in
the City of New Bern, County of Craven and State of
North Carolina, pursuant to the Texas Supreme Court
First Emergency Order Regarding the COVID-19 State of
Disaster and the provisions stated on the record or
attached hereto; that the deposition shall be read and
signed before any notary public.

PLAINTIFF'S
EXHIBIT

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Nicholas Leon Murphy Vol 4
May 01, 2020

268 to 271

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1	INDEX		1	Israelow. Go ahead.	
2	Appearances	PAGE	2	THE REPORTER: Just to remind everyone,	
3	NICHOLAS LEON MURPHY	268-275	3	the same agreement and the witness is still under oath.	
4	EXAMINATION BY MR. TADDEO	278	4	MS. GROSS: Okay. All right. Who's up?	
5			5	MR. TADDEO: I think that would be me,	
6	Corrections and Signature	347	6	Rachel.	
7	Reporter's Certificate	349	7	MS. GROSS: Okay.	
8	DEFENDANT'S EXHIBITS		8	EXAMINATION	
	(Provided electronically to the reporter)		9	BY MR. TADDEO:	
9	NO. DESCRIPTION PAGE		10	Q. Mr. Murphy, can you hear me okay?	
10	Exhibit 1 Office Memo dated October 30, 1972, to R. K. Funderburk from	319	11	A. Yes.	
11	OSHA Committee		12	Q. All right. My name is Anthony Taddeo. And if	
12	Exhibit 2 Office Memo dated April 21, 1975, to T.A. Turner from W.A. Herndon	323	13	at any time you can't understand me or hear me or you	
13	Exhibit 3 (Exhibit not marked or referred to.)		14	want me to speak up, let me know. Okay?	
14	Exhibit 4 Rough Draft, Hazardous Material Handling Procedure for Asbestos	327	15	A. Okay.	
15	Exhibit 5 (Exhibit not marked or referred to.)		16	Q. All right. I know that we're going to be	
16	Exhibit 6 (Exhibit not marked or referred to.)		17	asking you questions about things that happened decades	
17	Exhibit 7 Caution Label	336	18	ago, so we don't want you to guess. I'm sure you've	
18	Exhibit 8 Second OSHA law in 1972, Rules and Regulations	338	19	heard this before, but I just wanted to remind you.	
19			20	Also, "I don't know" is a perfectly good	
20			21	answer if you don't know. Also, we may ask you to	
21			22	estimate or give us your best estimate of something.	
22			23	That's different than a guess. Do you understand	
23			24	that --	
24			25	A. Yes.	
25					
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1	PROCEEDINGS		1	Q. -- what I'm saying there?	
2	(On the record at 9:24 a.m.)		2	A. Yes.	
3	THE VIDEOGRAPHER: We are now on the		3	Q. Okay. Great.	
4	record. Participants should be aware that this		4	I want to start first by going back to	
5	proceeding is being recorded and, as such, all		5	your time in the Army.	
6	conversations held will be recorded, unless there's a		6	A. Okay.	
7	request and agreement to go off the record. Private		7	Q. Okay. And just as an aside, before I start	
8	conversations and/or attorney-client interactions should		8	asking any questions, I'm -- I'm seeing about two-thirds	
9	be held outside the presence of the remote interface.		9	of you.	
10	A link to the recording will be available		10	MR. TADDEO: Travis, do you want him to	
11	to all parties in this case for up to 90 days from		11	move his computer at all? Okay. There we go. That's a	
12	today's date provided the requesting party has purchased		12	little better (indicating).	
13	a certified copy of the transcript.		13	Q. (By Mr. Taddeo) Real quick, when you were in	
14	This is the remote video-recorded		14	the Army, you were guarding the missile sites. And I	
15	deposition of Nicholas Murphy, Volume 4, being taken by		15	remember your testimony said that you had about four	
16	counsel for the plaintiff. Today's date is Friday,		16	guard towers that were armed with .30-caliber machine	
17	May 1st, 2020. The time is now 14:25 in the UTC time		17	guns; is that right, sir?	
18	zone. We are here in the matter of Murphy versus Covil		18	A. Yes.	
19	Corporation, et al.		19	Q. Okay. Now, did you train on the .30-caliber	
20	My name is Travis Jewell, remote video		20	machine gun as part of your Army service?	
21	technician on behalf of US Legal Support, located at		21	A. In basic training, yes.	
22	16825 Northchase Drive, Houston, Texas. I'm not related		22	Q. Did you also take .30-caliber machine guns out	
23	to any party to this action nor am I financially		23	to the range while you were in Korea and practice with	
24	interested in the outcome.		24	them?	
25	Our court reporter today is Jamie		25	A. No.	

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Page 280 1 Q. Okay. When you were in basic training, did you 2 fire the .30-caliber machine gun to the point where the 3 barrel would get hot and you would need to change out 4 the barrel? 5 A. It was water-cooled. 6 Q. Water-cooled? 7 A. Yeah. 8 Q. Did you ever have to change out the barrel 9 while were you running a .30? 10 A. No. 11 Q. Now I want to jump ahead to your time when you 12 were a tanker. Okay? 13 A. Okay. 14 Q. All right. And do you remember the model tanks 15 that you were -- you were -- 16 A. I believe it was -- 17 (Overlapping speakers.) 18 Q. (By Mr. Taddeo) -- serving -- 19 A. M48. 20 Q. M48. Did you ever run an M60? 21 A. Yes, just for a little while. 22 Q. Okay. And as part of your service with -- with 23 tanks, with M48 and M60 tanks, did you go to a gunnery 24 range? 25 A. Yes.	Page 282 1 A. Yes, two high. 2 Q. And were you top or bottom bunk? 3 A. I was on the bottom. 4 Q. And did you -- I understand you did a lot of 5 work in the chow hall on the way over. 6 A. Yeah. Washing dishes, yes. 7 Q. And were there insulated pipes in the chow 8 hall? 9 A. Yes, but they were covered up. They were 10 overhead and down the -- down the wall, edge of the 11 wall. 12 Q. And did you see pipes like that throughout the 13 ship? 14 A. Anywhere you went, you saw pipes. 15 Q. Did you ever see anybody on the ship's force 16 working on that -- working on those pipes when -- 17 A. No. 18 Q. -- you were there? 19 A. No. 20 Q. Can you describe at all the condition of -- of 21 any covering on those pipes to me? 22 A. It looked like maybe it had been done just 23 before we got on there. It looked good. 24 Q. Now I want to jump forward to your time on the 25 farm, and this is actually a little bit behind and
Page 281 1 Q. And what was your job when you were at the 2 gunnery range? 3 A. Driving the tank. 4 Q. Okay. Did you ever switch out and act as a 5 loader at all? 6 A. No. 7 Q. Did you ever have to clean up hot brass after 8 gunnery or anything like that? 9 A. No. 10 Q. All right. And finally, sir, I understand that 11 you took ships back and forth to Korea; is that right? 12 A. Yes, sir. 13 Q. Okay. And how long would it -- well, let me 14 ask: Do you remember what port you left the United 15 States from? 16 A. From -- left San Francisco. 17 Q. How many days did it take to get from San 18 Francisco to Korea? 19 A. Two weeks, 14 days. 20 Q. And -- 14 days. And did you get a berth aboard 21 the ship? Do you know what I mean by "berth"? 22 A. I guess it was about 30 people in my room -- 23 Q. Okay. 24 A. -- a berth. That's a berth, I guess. 25 Q. Were these stacked up bunks?	Page 283 1 forward because I know that you spent some time on the 2 farm before and after your Army service, right? 3 A. Right. 4 Q. All right. And if I understand from your prior 5 testimony, your family raised corn. 6 A. Corn, soybeans and tobacco. 7 Q. And did your family keep chickens for 8 themselves on the farm? 9 A. Yes. 10 Q. And did you have any jobs when you were a kid 11 with those chickens? Did you have to feed them? 12 A. Just to feed the chickens, made sure they had 13 feed and water. 14 Q. Did you collect eggs from the chickens? 15 A. Yes. 16 Q. Do you know -- did you ever have to clean out 17 the coop or anything like that? 18 A. About once -- once a year, we cleaned it. We 19 called it a brooder house. We raised chickens. I guess 20 we raised 150 at a time. 21 Q. Okay. How big was the brooder house? 22 A. Probably 40-by-60. 23 Q. Now, when you were working in a tractor, you 24 had testified earlier about some tractor cabs being 25 enclosed. Do you remember that?

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Page 284 1 A. Yes. 2 Q. Was there a time that you worked on a farm 3 where the tractor cabs were not yet enclosed? 4 A. Yes, on -- on the Murphy farm. 5 Q. On the Murphy farm. 6 A. Yes. 7 Q. And -- okay. And would you drive those 8 unenclosed tractors on the Murphy farm? 9 A. Yes. 10 Q. And I understand you'd probably be breaking up 11 soil to get it ready for planting, right? 12 A. Right. 13 Q. And depending on the amount of rainfall, you 14 could have dirt blowing in the wind during that time. 15 Would that be right, sir? 16 A. Dust. 17 Q. Dust? 18 A. Yeah. 19 Q. And would you wear a bandana around your face 20 to protect yourself from that dust while you were 21 breaking up that dirt? 22 A. No. 23 Q. How come? 24 A. I didn't figure I needed to. It wasn't real 25 heavy dust. It was just a light dust falling -- falling	Page 286 1 Q. Can you tell me about how long the rod was? 2 A. Probably 25, maybe 30 inches long. 3 Q. And in a typical workday, can you tell me how 4 many of those you would use? 5 A. Probably, that was just patchwork we were doing 6 with acetylene. We used the arc when we was really 7 welding, but I might have used two of them. 8 Q. I know this may be difficult, but can you tell 9 me about what percentage of your career you would have 10 been using acetylene torches? 11 A. Probably 20 percent. 12 Q. Thank you. 13 Generally, I'm going to ask you about your 14 work as a welder. Would you follow some kind of 15 blueprint or job specification to do your work? 16 A. Sometimes I did. Sometimes my dad would come 17 up there and say: Here, fix this. 18 If it was broke, we'd fix it. But 19 sometimes they brought a -- something he wanted to 20 build, I'd use a blueprint. 21 Q. Do you know who prepared any of the blueprints 22 that you used in your career? 23 A. Yes, my dad. 24 Q. Your dad. Okay. Now, I'm moving off from the 25 farm now and I'm talking about the times that you were
Page 285 1 behind the tractor. 2 Q. Now, when you were a little younger, after the 3 soil was broken up, would they send you and some other 4 kids out to pick rocks? 5 A. No. We didn't have no rocks on our farm. 6 Q. Okay. Got you. 7 All right, sir. Now I want to talk -- 8 I've got a couple questions about your training as a 9 welder. 10 A. Okay. 11 Q. Now, were you trained on arc or acetylene 12 welding or both? 13 A. Both. 14 Q. Did you use one or the other more than -- 15 that's a bad question. 16 Did you use one more than the other during 17 your career? 18 A. I used arc welding. 19 Q. When -- and this is just generally. When you 20 were welding in your career, did you use any kind of 21 flux or other material to bond to the pipe? 22 A. Acetylene -- acetylene, you use flux. 23 Q. Okay. And can you describe the flux for me? 24 A. It was a white -- it was a brass rod with white 25 flux. It looked like flour on the outside.	Page 287 1 in industrial sites. Okay? 2 A. Oh, okay. 3 Q. Okay? 4 A. Okay. 5 Q. So do you recall following blueprints at the 6 industrial sites? 7 A. Yes. I worked with prints on the industrial 8 sites. 9 Q. Okay. Do you know where you got them from? 10 A. The foreman would bring them around, say: Can 11 you build this? 12 And I'd look at it and I'd say: Yep. 13 I'd build them. Get my material and start 14 cutting around. 15 Q. Now, do you recall any kind of writing on the 16 blueprint that told you who prepared them, who wrote 17 them? 18 A. I don't remember. There was some names on 19 there, but I don't remember. 20 Q. And if there was a change to what was on the 21 blueprint, where would you get that change from? Would 22 that also be your foreman? 23 A. Yes. The foreman would -- would come out 24 and he had a red pencil and he'd mark it down, say: 25 This has got to be changed from a three-quarter-inch

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Page 288 1 beam to a half-inch beam. And he'd write it down with 2 red writing. 3 Q. Do you know where your foreman got that change 4 from? 5 A. He got it from the office. 6 Q. I'm sorry, sir. I didn't quite catch that. 7 A. From the office. He got it from the office. 8 Q. Oh, from the office. From -- from your 9 employer? 10 A. Yeah. 11 DEFENSE COUNSEL: Object to the form. 12 Q. (By Mr. Taddeo) Do you know where your 13 employer got that from? 14 A. No. 15 Q. Sir, I want to talk about three sites that you 16 mentioned in your testimony so far. The first one is 17 Weyerhaeuser. Okay? 18 A. Okay. 19 Q. And the second one is going to be Bowater and 20 then the third one is going to be Sutton. All right? 21 A. Okay. 22 Q. I'm going to try my best not to ask you 23 something you've been asked before, but I am not 24 perfect. Okay? 25 A. Okay.	Page 290 1 Q. And I understand you did a bit of inside work, 2 welding and hanging pipe; is that right, sir? 3 A. Yes. 4 Q. Okay. Do you specifically remember what 5 building, this first time at Weyerhaeuser, that you were 6 welding and hanging pipe in? 7 A. It must have been the pump house because it was 8 clear water that come out of the pipes It was clean 9 water. You could drink it. 10 Q. Okay. Was the roof on when you were hanging 11 that pipe? 12 A. No. 13 Q. Okay. Were any of the walls up? 14 A. No. 15 Q. How did you get -- did you use electricity to 16 power your arc welder during that time? 17 A. Yes. 18 Q. Okay. How did you get your electricity for 19 that arc welder? Do you remember? 20 A. I had a generator sitting right outside. 21 Q. Okay. 22 A. In fact, it wasn't -- it had a motor on it. 23 Q. Can you tell me how high up you were when you 24 were hanging that pipe and welding at Weyerhaeuser that 25 first time?
Page 289 1 Q. So let's start with Weyerhaeuser. 2 A. Okay. 3 Q. If I understand your testimony correctly, you 4 worked at Weyerhaeuser on initial construction for about 5 three and a half years beginning in 1974. Does that 6 sound correct, sir? 7 A. I guess so. I worked there a long time. As 8 far as pinning the date down, I can't do it. 9 Q. Okay. Was -- was President Carter president 10 when you were working at Weyerhaeuser that first time? 11 A. I don't remember. 12 Q. That's okay. That's okay. 13 And I understand that the first initial 14 construction, you were largely erecting structural 15 steel. Does that sound right, sir? 16 A. Yes. 17 MS. GROSS: Object to form. 18 Q. (By Mr. Taddeo) Is that a "yes" or a "no"? I 19 can't hear you. 20 A. Yes. I was not making steel, not at that 21 plant. I -- on the other plants, my job was erecting 22 steel, making steel beams. 23 Q. Right. Do you remember how many buildings that 24 you put steel up for that first time at Weyerhaeuser? 25 A. Probably two small ones.	Page 291 1 A. Probably 20 foot. 20 foot. 2 Q. Were you on scaffolding or a ladder? 3 A. Scaffolding. 4 Q. Would you have to be careful so as not to let 5 anything drop down below you while you were welding? 6 A. I tried not to because sometimes there was 7 people walking underneath the scaffolding. Before you 8 dropped anything, you had to look down to make sure 9 there wasn't nobody down there. 10 Q. Was any of that scaffolding roped off or taped 11 off so that people wouldn't get too close to it? 12 A. Yes. It had a yellow -- yellow-and-black tape 13 going all the way around -- way around so they wouldn't, 14 but you couldn't come under there without noticing it. 15 Q. Now, this first time that you were in 16 Weyerhaeuser, while you were hanging this pipe in this 17 building, do you recall if there was any -- well, let me 18 first ask you this question: This is brand-new pipe, I 19 understand. 20 A. Yes. 21 Q. So -- and this is going to seem obvious, but 22 there's nothing running through that pipe yet, right? 23 A. No. Not until we got through welding it up. 24 Q. And was any of this pipe hooked up to any of 25 the system yet?

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Page 292 1 A. No. It was -- both ends was open. 2 Q. And you had your own work to concentrate on, 3 correct? 4 A. That's right. I didn't -- I wasn't interested 5 in what other people was doing. 6 Q. So would it be fair to say that you can't tell 7 me about any of the machinery that was in that building 8 that you were welding that pipe on? 9 MS. GROSS: Object, form. 10 A. I really don't -- I don't know what was in the 11 building. We just had -- 12 Q. (By Mr. Taddeo) And can you tell me about 13 anything about what any other trades might have been 14 doing in that building that first time that you were at 15 Weyerhaeuser? 16 A. No. 17 Q. Okay. And this first time at Weyerhaeuser, 18 have we discussed all the areas that you can recall 19 working in during this time? 20 A. No. 21 Q. Okay. What other parts of Weyerhaeuser did you 22 work in during this first time in addition to the 23 building we just talked about and all of your outdoor 24 work? 25 A. We worked the chipper -- the chippers.	Page 294 1 A. Yes. 2 Q. Okay. 3 A. And a concrete floor. 4 Q. And a concrete floor. Were there any -- did it 5 have any windows? 6 A. No. 7 Q. Have any large doors? 8 A. Yes. 9 Q. Okay. Were any of these large doors installed 10 yet? 11 A. Yes, but they was rolled up when we were in 12 there working. 13 Q. Okay. And was there any machinery in this 14 building yet while you were hanging the pipe? 15 A. No. We had just started putting the big dryer 16 in. 17 Q. Okay. 18 A. There wasn't nothing completed in it. 19 Q. Okay. So it wasn't your job to install any of 20 the machinery. Would that be fair? 21 A. I did. On the other end, I helped put the 22 rollers in, rolled the pipe -- rolled the paper on the 23 pipe. 24 Q. Do you recall working on or around any other 25 machinery in this particular building that first time
Page 293 1 Q. Right. 2 A. That was across. It wasn't no building there. 3 It was just chippers that went to a big chipper, and 4 they just threw the chips out on the ground in a big 5 pile. I guess they were a hundred foot high and 200 6 foot wide. 7 Q. Okay. Can you -- do you have a specific 8 recollection of any other buildings under construction 9 at this time at Weyerhaeuser that you worked in hanging 10 pipe? 11 A. The dryer building. 12 Q. The dryer building. Okay. 13 A. The pipe that rolled paper up and the paper 14 went through the dryer, if they needed to dry it. Then 15 it rolled the paper up on a big roll at the end. 16 Q. Right. And this is the first time, during new 17 construction, right? 18 A. Yes. 19 Q. Okay. And were you also welding and hanging 20 pipe at the time? 21 A. Yes. 22 Q. And in this particular building, was the roof 23 on? 24 A. Yes. 25 Q. And were the walls up?	Page 295 1 that you were at Weyerhaeuser? 2 A. No. 3 Q. Okay. Do you know what other trades might have 4 been working on or around the dryer this time that you 5 were at Weyerhaeuser? 6 A. There was people putting up insulation 7 around -- on the outside of the dryer and putting metal 8 up, and then they'd come back with a sheet of plastic or 9 something and put it on the -- on the outside of the big 10 dryer. The dryer was about 50 foot tall, maybe, 200 11 foot long. 12 And then they'd put that there and they'd 13 put the insulation. I call it "insulation." I know -- 14 I do now. It was fiberglass. They put sheets of 15 fiberglass against the dryer and then they put the metal 16 against the outside and sandwiched it in there. And 17 then they had somebody come around with what looked like 18 a nail gun. They'd put nails and shoot right through 19 the metal, through the fiberglass, and it -- it'd weld 20 whenever it -- 21 Q. Okay. 22 A. -- it hit it. Build -- (connection 23 interruption) it hit the dryer, it would stick. 24 Q. Right. Do you have a specific recollection of 25 any other work on machinery in the dryer building while

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Page 296 1 you were at Weyerhaeuser this first time? 2 A. No. 3 Q. All right. And I understand that you returned 4 to Weyerhaeuser twice after the initial construction. 5 You remember that, sir? 6 A. Yes. 7 Q. Okay. And yesterday, we talked about the first 8 one, which was about a three to four-month shutdown. 9 And I'm not going to ask you any questions about that 10 because I believe that's been covered. Okay? 11 A. Okay. 12 Q. I'm going to ask you about the second one. I 13 believe you testified this one was about two to three 14 weeks long. Do you remember? 15 A. I'm trying to. Yes, maybe -- half of a seat. 16 Ask me and see do I remember. 17 Q. Do you remember what year that was? 18 A. No. 19 Q. Do you remember if Ronald Reagan was president 20 when you went back for that second shutdown? 21 A. No. 22 Q. Can you tell me a specific part of the mill 23 that you worked at at Weyerhaeuser during that shutdown, 24 that second one? 25 A. Worked on the debarkers and the flume that	Page 298 1 on the motors that turned the chippers? 2 A. No. 3 Q. Did you see anybody else working on the motors 4 that turned the chippers? 5 A. The men that installed them motors -- the 6 motors, hooked them up to the chippers, I seen them. 7 Q. Okay. What were they doing? 8 A. They was setting -- setting the big motor down 9 and putting the belts on it and hooking it up to the 10 chipper. I think it was about a hundred-horse electric 11 motor that turned each chipper. 12 Q. So would it be fair to say they were connecting 13 the motor to the chipper machine? 14 A. Yes. 15 Q. Okay. Did you see them do any work on the 16 motor itself other than connect it to the chipper 17 machine? 18 A. No. 19 Q. Okay. Do you have a recollection of any of the 20 tools or the products that they would have used on that 21 motor to connect it to the chipper machine other than 22 the belt that you talked about? 23 A. No. I know they would have had to have some 24 big adjustable wrenches because the nuts was about two 25 inches big.
Page 297 1 floated the logs up to the chipper. And we worked on 2 the chipper, installing the chipper. 3 Q. Okay. 4 A. And I -- 5 Q. I -- 6 MS. GROSS: Go ahead. 7 Q. (By Mr. Taddeo) Do you have a specific 8 recollection of working inside a building during that 9 two to three-week shutdown, that second one at 10 Weyerhaeuser? 11 A. Nothing but where the chippers were. 12 Q. Okay. 13 A. They were in -- 14 Q. Were the chippers -- 15 MS. GROSS: Hold on a second. Go ahead, 16 Mr. Murphy. 17 A. I say the chippers was in a building. 18 Q. (By Mr. Taddeo) The chippers were in a 19 building. Any other machinery in the chipper building? 20 A. Nothing but big motors that turned the 21 chippers. There were two chippers. 22 Q. Two chippers and motors that turned the 23 chippers? 24 A. That's right. 25 Q. Okay. Did you have anything to do with working	Page 299 1 Q. Right. 2 A. Held the motor down to the floor. They just 3 had all kinds -- every kind of tool they needed, they 4 had. I didn't furnish nothing for them. 5 Q. Were these Weyerhaeuser employees working on 6 that motor? 7 A. They come in with -- with the motor. They come 8 from somewhere in with the motor. 9 Q. Do you know who they were working for? 10 A. No. 11 Q. Okay. Did they have any kind of special 12 uniform or anything like that? 13 A. No. They just had a different color hat on and 14 I couldn't even tell you what it was. 15 Q. I understand. 16 So, during this second shutdown, when you 17 worked on the chipper, were there any -- do you have a 18 specific recollection of working in any other buildings 19 during this time at Weyerhaeuser? 20 A. Nothing but the debarker and it was out in the 21 opening. It was a 14-foot pipe, 14 foot in diameter, 22 and you had to -- we had to weld braces in there to 23 catch the logs when they went in there. It had cracks 24 in there about 4 inches wide that let that bark of the 25 pine fall out on the ground, but it turned it. You got

Page 300 1 the bark off -- we had to weld those pieces in there, 2 the metal pieces. (Connection interruption). 3 Q. Did you use an arc or acetylene torch to weld 4 that? 5 A. Arc welding. 6 Q. Sir, I'm going to move on to the time that you 7 worked the four weekend shutdowns at Bowater. Okay? 8 A. At Bowater. Okay. 9 Q. Okay. So we're going to leave Weyerhaeuser and 10 we're going to go to Bowater. 11 Do you remember how you heard about the 12 opportunity to work at Bowater? 13 A. Yes. Our foreman come around at dinnertime on 14 Friday and asked if anybody wanted to go to a shutdown, 15 to another plant, to Bowater. And that's the way we 16 told him "yes" or "no." 17 Q. And can you tell me if these weekend jobs were 18 one after the other or were they spread apart over the 19 years? 20 A. Spread apart. 21 Q. I understand. 22 Do you recall -- was there a specific time 23 of year that you would do these shutdowns? 24 A. No. 25 Q. All right. You've already talked about some of	Page 302 1 rest of the time? Were you welding and hanging pipe? 2 A. I guess. That's a long time to tell you 3 actually what I was doing. I done what the foreman told 4 me to do, if you wanted a job. 5 Q. Do you have a specific recollection of what 6 buildings you may have worked in at Bowater during these 7 weekend shutdowns? 8 A. It was, I guess, Number 1. I've got a piece -- 9 (connection interruption). 10 MS. GROSS: Whatever you remember, 11 Mr. Murphy. It's okay. 12 A. Yeah. Working on Number 1 and Number 2, but it 13 was in two separate times. 14 Q. (By Mr. Taddeo) The Number 1 and Number 3? 15 A. Number 2. 16 Q. Number 2. Okay. 17 A. Yes. 18 Q. And sir, I -- 19 A. Two separate times. 20 Q. Okay. So, two separate weekends, you would 21 have worked in Number 1 and Number 2? 22 MS. GROSS: Form. 23 A. Yeah. 24 Q. (By Mr. Taddeo) And sir, I noticed that you -- 25 you had taken a look at a document there. Can you tell
Page 301 1 your work on a pipe leading to some equipment and that 2 took about a day. Do you remember that testimony? 3 A. Give me a minute. Let me think. I don't -- 4 MS. GROSS: It's okay. 5 A. I don't remember. 6 Q. (By Mr. Taddeo) Okay. 7 A. Some of those little jobs -- 8 Q. Let me ask you this: Earlier, you had 9 testified about doing some pipe work between the 10 Number 1 and Number 3 paper machine buildings. Do you 11 remember that, sir? 12 A. Yes. 13 Q. Can you tell me how many days that work would 14 have taken? 15 A. Probably a day. That might have been it right 16 there. 17 Q. Okay. 18 A. That might have been it. 19 Q. And did you do any -- any other outdoor work 20 during those shutdowns? 21 A. No. That wasn't outdoor work. It was in the 22 building. 23 Q. Okay. In the Number 1 and 3 paper machines? 24 A. Number 1, yes. 25 Q. Number 1. Okay. So what else did you do the	Page 303 1 me what you were looking at? 2 A. You see the blueprint of the inside of it? 3 Q. Okay. I can see just the title. Can you pull 4 that back towards you a little bit? 5 MS. GROSS: It was attached to the 6 deposition earlier as an exhibit. 7 MR. TADDEO: I see. That's the same 8 exhibit? Okay. 9 Q. (By Mr. Taddeo) All right. Thank you. Thank 10 you, sir. 11 So I guess I'm just trying to get a sense 12 of how many days out of those four weekend shutdowns you 13 would have been in the Number 1 and Number 2, I take it, 14 the paper machine buildings; is that right? 15 A. They were 1 and they were -- when we would work 16 on Number 1, that's where we stayed till we left -- 17 Q. Okay. 18 A. -- was Saturday and Sunday. And then the next 19 time we went, was Saturday and Sunday on the other 20 machine. 21 Q. Okay. All right. So we've got two weekends 22 where you're working on the 1 and 2. Do you remember 23 what buildings you worked in on the other two weekends? 24 A. It wasn't but two weekends. 25 Q. I see.

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Page 304 1 A. Friday and Saturday. And one weekend we'd work 2 on Number 1 building, where Number 1 was, and Number 2, 3 we'd work the other -- in the other weekend. 4 Q. I see. So it was just the two weekends? 5 A. Yes. Might have worked three all together, but 6 the third weekend, I think it was just putting metal up 7 on the side of the building or we'd take it down to get 8 it -- the big forklift in there. 9 Q. I understand. I understand. 10 Now, the kind of machinery that was in the 11 Number 1 and Number 2 paper machine buildings, do you 12 recall what kind of machinery was in there? 13 A. It was probably a 50-ton overhead crane. It 14 went a long ways in the building. 15 Q. Did you have anything to do with that crane? 16 A. No. 17 Q. What was your work in those two buildings? 18 A. Welding and help cleaning up, taking down metal 19 and ever what it took to get to the work. Sweeping the 20 floors. 21 Q. Do you have a specific recollection of the kind 22 of machinery, other than the paper machine, if any, that 23 was -- that you worked around in that -- in those two 24 buildings? 25 A. Yeah. I can't.	Page 306 1 Arthur Farms, correct? 2 A. Yes. 3 Q. Okay. And would it be fair to say that was 4 your full-time job, and from time to time, you might be 5 able to work a shutdown at a plant? 6 A. Yes. 7 Q. Is that fair? 8 A. That's right. 9 Q. Okay. And the Sutton, I have in my notes that 10 that was a -- a six-month shutdown that you worked 11 there? 12 A. One time we worked there about six months -- 13 six to eight months. 14 Q. Okay. Six to eight months. And was that only 15 one -- one time? 16 A. That was one time, but I left the farm then, 17 when I went down there for that long. But -- 18 Q. Okay. Did you ever work at Sutton at any other 19 time than that -- 20 MS. GROSS: I don't think -- 21 (Overlapping speakers.) 22 Q. (By Mr. Taddeo) -- to eight-month period? 23 MS. GROSS: I don't think he was done with 24 his previous answer, so we need to be a little bit 25 careful. He said "but" and then you --
Page 305 1 MS. GROSS: It's okay. 2 A. I just can't think of the name of it, but yes, 3 there was a long machine we worked around. 4 Q. (By Mr. Taddeo) Okay. Do you know, in the 5 Number 1 and 2 paper machine buildings, what those 6 machines were used for? 7 A. Yes, they were making paper, rolled the paper 8 up on it. The paper was rolled up just like it did at 9 the Weyerhaeuser plant. It would come off and make big 10 rolls of paper. I think they made toilet paper there. 11 Q. Were there -- sounds like something that would 12 be important these days. 13 A. Yeah. Yeah. 14 Q. Would -- are there any other machines that you 15 recall in those two buildings that weren't directly 16 involved in the paper-making process that you can tell 17 me about? 18 MS. GROSS: Form. 19 A. No, I couldn't tell you about it. 20 Q. (By Mr. Taddeo) Sir, I'm going to come back to 21 that -- those two Bowater sites, those two jobs, but for 22 now, I want to move on to Sutton. Okay? 23 A. Uh-huh. 24 Q. All right. And Sutton -- I understand that 25 there was a time in 1978 that you went to work for	Page 307 1 MR. TADDEO: I'm sorry. Yeah. And I 2 apologize. There's a lag and, you know, it may be on my 3 end. 4 Q. (By Mr. Taddeo) So, sir, I am sorry that I 5 interrupted you, but this is going to happen, so I 6 apologize to everybody. 7 But go ahead and finish your answer. 8 A. What I was -- that's probably the first -- that 9 was the last time I worked there, but I've been there 10 three times during shutdowns over the weekend. 11 Q. Okay. Now we're talking about Sutton now, 12 right? 13 A. Yeah. 14 Q. Okay. Because you had earlier said that you 15 were at Bowater for about three weekends. 16 A. Yep. 17 Q. Okay. 18 A. But this -- this last time I was at Sutton 19 plant was about six to eight months. 20 Q. Okay. Can you tell me how many -- 21 A. And I went to two shutdowns a weekend at a time 22 at Sutton plant. 23 Q. I see. All right. So, notwithstanding my -- 24 my interruption, I think I understand you to say that 25 you did one six to eight-month shutdown at Sutton and

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Page 308 1 then two more shutdowns that were about a week each. 2 A. A weekend. 3 Q. A weekend each. Okay. 4 A. Yeah. 5 Q. Okay. Were the weekend shutdowns before the 6 longer shutdown? 7 A. Yes. 8 Q. And all that was after Bowater? 9 A. Yes. 10 Q. And that would have been after Weyerhaeuser as 11 well? 12 A. Yes. 13 Q. Okay. So let's -- let's -- let me ask you 14 about the longer of the three shutdowns, the six to 15 eight-month shutdown. 16 A. Okay. 17 Q. I understand that you were working on a -- a 18 building extension; is that right? 19 A. Yes. We took part of a building down because 20 it was about to fall down. It was old. We took it 21 down. And anything needs replacing, we replaced it, 22 including the pipe. 23 Q. Do you remember what year that was? 24 A. No. 25 Q. Do you remember what time of year that work	Page 310 1 A. It was made out of -- it had steel beams in it 2 and it had sheets of tin up the side, probably 40 foot 3 long. The sheets of tin run up the side. 4 Q. Can you tell me how -- how tall that building 5 was, how many stories? 6 A. It was probably 80, 90 foot tall. 7 Q. How long did it take to remove that building 8 envelope? 9 A. I don't know. We'd work on parts of the 10 building one day and on one week, and then the next 11 week, we might be in somebody's way and we had to move 12 down to another part. So it was off and on. You had to 13 move and people had to move for you. That's the way it 14 worked. 15 Q. Was any part of that building envelope already 16 gone before you got there? 17 A. No. It was rusted. Part of it was rusted out 18 and we took it down. 19 Q. And was this an entire side of the building or 20 more than one side? 21 A. Two sides. 22 Q. I see. So, if I understand, when you started 23 removing that building envelope, that would have been 24 open to the outdoors; is that right? 25 A. That's right.
Page 309 1 started? 2 A. I know we had to have a jacket on. It was cold 3 weather. I know that. 4 Q. Do you remember what time of year you finished 5 that project? 6 A. Still -- it was still cold weather. I guess -- 7 I guess we finished before Christmas. We come home. 8 Q. Were you working for Brown & Root at the time 9 or Daniels? 10 A. Brown & Root then. 11 Q. And can you tell me how much of that work was 12 done outdoors? The work that you did, that is. 13 A. All of it was inside the structure, inside the 14 build- -- where the building was. We might have took 15 the side down, but it was inside the building. 16 Q. Okay. You anticipated my next question. Were 17 portions of the building removed when -- 18 A. Yes. 19 Q. -- you got there? 20 A. We removed it. 21 Q. All righty. Can you tell me what -- and I'll 22 just call it the "building envelope" for -- for what 23 we're talking about. 24 Can you tell me what that building 25 envelope was made of?	Page 311 1 Q. Okay. And if I understand your job during this 2 six-month to eight-month period, you would have been 3 both welding and fitting pipe? 4 A. Yes. 5 Q. Okay. 6 A. Removing sheet metal and all, yes. 7 Q. Okay. For this entire period, can you give me 8 a percentage of the time that you would have removed 9 sheet metal as opposed to fitting pipe? 10 A. Probably 20 percent of the time fitting pipe. 11 Q. Can you tell me the pipe that you removed, what 12 system that was? 13 A. It'd come off of -- it'd come off of the heat 14 exchanger. Whoo. 15 MS. GROSS: It's okay. 16 A. Okay. 17 Q. (By Mr. Taddeo) That's okay. 18 Do you remember any other equipment -- do 19 you remember working on pipe related to any other 20 equipment in that particular building during this time? 21 A. Yes, the pump, the boiler. Working on the 22 boiler pipe. 23 Q. Okay. Can you tell me, when you were working 24 on this building, how many -- I know you said it was 25 about 80 or 90 feet. How many stories is that? How

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Page 312 1 many floors? 2 A. About six floors. 3 Q. About six floors. Did you work on any one 4 floor than the other? 5 A. No. We worked bottom to top. 6 Q. Pretty evenly split among the different floors? 7 A. Right. About the same -- same distance. The 8 same distance apart. 9 Q. And would it be fair to say that not every job 10 you did during this period would have required you to do 11 anything to a pipe that was leading to a piece of 12 equipment? Would that be a fair statement? 13 A. Yes. 14 Q. And we talked about the percentage of work that 15 you did that involved removing the sheet metal. Can you 16 tell me what percentage of work that you did during this 17 period at Sutton that would have involved pipes that 18 were leading to a piece of equipment? 19 A. Probably 10 percent. 20 Q. Okay. And aside from the heat exchanger -- let 21 me ask you this: Do you have a specific recollection of 22 the other trades that were working around you during 23 this period at Sutton? 24 A. Well, they had the sheet metal workers and they 25 had pipe fitters that was there and welders. They had	Page 314 1 seems like most of the time, they wanted to get right 2 over my head. I think -- 3 Q. Do you remember what floor the -- I'm sorry. 4 Go ahead, sir. 5 A. I think they done it just on purpose, trying to 6 make me move. That's what I think. 7 Q. You're familiar with playing pranks on a job 8 site? 9 A. I've see them do it, but I didn't go for that. 10 Q. Right. 11 A. I put them in line right quick. 12 Q. Do you know who employed any of these 13 insulators that were working above you? 14 A. Yeah, Brown & Root, Daniels. They had a crew 15 of people working in there. A big shutdown. 16 Q. And do you know what floor of that six-floor 17 building they were working on? 18 A. From the second floor all the way to the top. 19 Sometimes they would be up on the 10th -- 10th or 12th 20 floor. They would be up on a smoke stack that had a 21 crane and a man in the back. The crane would pick him 22 up and carry him right on up to the top of the smoke 23 stack and they would be taking the sheet metal off and 24 having a rope dropping it down to the ground, letting it 25 slide down to the ground.
Page 313 1 crane operators. 2 Q. Okay. 3 A. They had a bunch -- they had a bunch of 4 construction workers. 5 Q. And if I understand correctly, it wasn't your 6 job to work on any of the equipment itself during this 7 period at Sutton. Would that be fair to say? 8 A. I didn't have -- I didn't have to work on it, 9 but I did remove gaskets, valves off of the pump. 10 Q. Right. And those would have been in a line, 11 right? 12 A. Right. We replaced them with new, new gaskets, 13 new valves. 14 Q. These other trades, can you tell me how close 15 or far away they were working from you? 16 A. 10 foot, five foot. I could touch them 17 sometimes. 18 Q. Do you recall working around any insulators 19 during this particular period? 20 A. Yes. 21 Q. Okay. And -- 22 A. I tried to -- 23 (Overlapping speakers.) 24 Q. (By Mr. Taddeo) And what floor -- 25 A. I tried to stay out from under them because it	Page 315 1 Q. Okay. 2 A. Somebody would be down there to unhook it. 3 Q. Can you tell me -- just a second. 4 MS. GROSS: Are we at a good time to take 5 a break? I'm not sure how much more you have, but I 6 could use a break, depending on -- 7 MR. TADDEO: Yeah. I could do a short 8 break. I'm almost done with Sutton, but you know, we've 9 got to talk about the weekend stuff and I've got a 10 little bit more. 11 But if you want to take a break, sir, if 12 you want to take a break, that's fine. 13 THE WITNESS: All right. 14 MS. GROSS: Let's take a quick break. 15 Thank you. 16 MR. TADDEO: Okay. 17 THE VIDEOGRAPHER: Going off the record. 18 The time is now 15:17 UTC. 19 (A recess was taken from 20 10:17 a.m. to 10:29 a.m.) 21 THE VIDEOGRAPHER: We're back on the 22 record. The time is now 15:29 UTC. Go ahead. 23 Q. (By Mr. Taddeo) All right, sir. Anthony 24 Taddeo again. Are you prepared to continue? 25 A. Might as well.

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Page 316 1 Q. Okay. 2 A. Yes. 3 Q. All right. Sir, when we last talked, we were 4 discussing your time at Sutton and we had talked about 5 the six to eight-month period you were working there, 6 but now I want to talk about the two weekends that you 7 said that you worked -- went back to Sutton. 8 Do you remember that, sir? 9 A. Yes. I worked -- I worked in there for one 10 weekend. Then I come back two or three weeks later. 11 Then I went back again. 12 Q. Okay. The first weekend, do you remember what 13 year that was? 14 A. No. 15 Q. Okay. And was that before or after this six to 16 eight-month period that you worked there? 17 A. Before. 18 Q. Okay. Was this also after Weyerhaeuser? 19 A. Yes. 20 Q. And what was your -- was your work similar over 21 those two weekends or was it different? 22 A. Same thing. Doing the same thing. 23 Q. And what were you doing there for those two 24 weekends at Sutton? 25 A. Just stripping pipe, taking pipe down, putting	Page 318 1 A. Nothing but overhead cranes, come-alongs, 2 welding machines, torches. That's it. 3 Q. Who were you working for on these two weekend 4 shutdowns? 5 A. I guess it was Daniels. 6 Q. Sir, do you remember the names of any of your 7 coworkers touring this shut -- these two shutdowns? 8 A. Yes, Hoppy Jones, Gilbert Jones and Hoppy, Sr. 9 Q. Do you remember what kinds of other trades you 10 may have been working -- that may have been working at 11 the same time during these two shutdowns? 12 A. No. I really wasn't interested in what was 13 going on around me. I was just doing my job, what I was 14 told to do. 15 Q. And would it be fair to say that you weren't 16 working on any of the particular pieces of equipment in 17 this building during these two shutdowns? 18 MS. GROSS: Object to form. 19 A. No. I'm not saying it because I don't know. 20 Q. (By Mr. Taddeo) Do you have a specific 21 recollection of working on a piece of equipment during 22 these two shutdowns that didn't have anything to do with 23 welding? 24 MS. GROSS: Object to form. 25 A. Taking the sheet metal off of the stack at the
Page 317 1 new pipe up. 2 Q. And do you have a specific recollection of what 3 building you were working in? 4 A. No. 5 Q. Okay. Do you have a recollection of what was 6 going on in the building that you were working in? 7 A. I knew we were working on the pipe in the steam 8 plant. 9 Q. In the steam plant? 10 A. On the -- we wasn't at no paper mill. We made 11 the steam to run the boiler for the power, the power 12 plant. 13 Q. So you were working on steam lines in this 14 building? 15 A. I was working on everywhere. It might have 16 been steam lines, but it was -- it wasn't very long 17 because they didn't have it shut down. That steam 18 wasn't long. 19 Q. The building that you worked in, can you tell 20 me how many stories it was? 21 A. I thought I told you it was about six or 22 eight -- about 80 or 90 feet. 23 Q. Okay. Can you tell me -- do you have a 24 specific recollection of what kind of machinery was in 25 this building?	Page 319 1 bottom. After I'd go about 20 foot high, I didn't get 2 no higher off the ground. 3 Q. (By Mr. Taddeo) Was any of the work during 4 these two shutdowns outdoors? 5 A. Some of it was. 6 Q. Okay. Can you tell me how many of the days of 7 these two shutdowns that you would have been working 8 outdoors? 9 A. No. 10 Q. Did you ever work outdoors for an entire 11 weekend during one of these two shutdowns? 12 A. No. 13 Q. Do you have a specific recollection of working 14 on piping that was leading directly to a piece of 15 equipment during these two shutdowns? 16 MS. GROSS: Object to form. 17 A. I don't remember. I -- I don't remember. 18 Q. (By Mr. Taddeo) All right. Sir, I may have 19 some more questions about the particular work that you 20 did, but for now, what I want to do is talk to you a 21 little bit about Bowater paper mill. Okay? 22 A. All right. 23 MR. TADDEO: All right. Travis, do you 24 think we could show Exhibit 1? 25 MS. GROSS: If you're going to show him a

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Page 320 1 map -- oh, that (indicating). 2 MR. TADDEO: Yeah. Let me -- yeah, my 3 screen is a little bit -- okay. 4 Q. (By Mr. Taddeo) Sir, can you see that exhibit 5 (indicating)? 6 A. Yeah. Fuzzy, yeah. 7 Q. Okay. Just in the interest of time and to move 8 this along, I'll represent that -- we'll lay a 9 foundation that we received these documents from Bowater 10 paper mill. And I understand that you may -- may or may 11 not have seen any of them at any time while you were 12 there, but I'm going to ask you a few of the -- some 13 questions about some of the information in these 14 documents (indicating). Okay? 15 A. All right. Go ahead. 16 MS. GROSS: Just before we do that, 17 obviously -- 18 THE WITNESS: I -- 19 MS. GROSS: Hang on a second, Mr. Murphy. 20 I just want to make my record on this. 21 Obviously, he's never seen these before, 22 so to the extent you're going to be asking him his 23 opinion about anything written in these documents, we're 24 going to argue that he's the completely improper witness 25 for this, but you can go ahead and ask your questions.	Page 322 1 wet down asbestos material before removing, respirators 2 for persons working like that, air monitoring and signs. 3 Let me just represent that that's what 4 that says and, obviously, the exhibit will speak for 5 itself. 6 MR. TADDEO: Travis, would you please go 7 to the last page of that document? 8 (Videographer complies.) 9 MR. TADDEO: Thank you. If you could hold 10 here (indicating). 11 Q. (By Mr. Taddeo) Sir, do you see where it's 12 highlighted, it says: OSHA Committee Recommendations? 13 A. Yes. 14 Q. And it talks about air monitoring; it talks 15 about the use of respirators; it talks about protective 16 clothing and so forth. 17 Did you know if the mill -- did you know 18 that the mill had recommended these procedures for work 19 around asbestos and with asbestos in 1972? 20 A. No. 21 MS. GROSS: Object to form. 22 Q. (By Mr. Taddeo) Did you ever see any air 23 monitoring around asbestos work or the use of 24 respirators or protective clothing around asbestos work 25 at Bowater?
Page 321 1 MR. TADDEO: Understood. 2 Q. (By Mr. Taddeo) All right, sir. The first 3 document here, the subject, do you see where it's 4 highlighted, says: OSHA Standards for Employees Exposed 5 to Asbestos Dust? 6 Do you see that? 7 A. I can see it, yes. 8 Q. Okay. And then you see it says "from" and 9 "date"? It says: OSHA Committee, October 30, 1972. 10 Do you see that? 11 A. Yes. 12 MR. TADDEO: And Travis, I don't know. 13 Are you the one that scrolls down or how do we get down 14 to the rest of this document? 15 (Videographer complies.) 16 MR. TADDEO: Here we go (indicating). All 17 right. Can you continue to scroll down? All right. 18 That's good. Let's get back up there a little bit more. 19 A little bit more. There we go. Stop there, please 20 (indicating). 21 Q. (By Mr. Taddeo) All right, sir. You see that 22 heading there that says: Method of Compliance? 23 A. Yeah. 24 Q. Okay. In the interest of time, I'll represent 25 that there are several things that are suggested: The	Page 323 1 A. None. 2 MR. TADDEO: All right, Travis. If you 3 could, put Exhibit 2 on the screen. 4 (Videographer complies.) 5 Q. (By Mr. Taddeo) All right, sir. This is 6 Exhibit 2 (indicating). The subject there is: Asbestos 7 Review. 8 Do you see that? 9 MS. GROSS: And before we go on, I'm just 10 going to make the same record that I did for the last 11 exhibit that, to the extent Mr. Murphy has never seen 12 this document -- 13 THE WITNESS: I've never seen that. 14 MS. GROSS: Hang on. Hang on, Mr. Murphy. 15 To the extent Mr. Murphy has not seen this 16 document and any questions about his opinions based upon 17 this document are asked, he's the completely improper 18 witness and there's no foundation to answer it, but go 19 ahead. 20 MR. TADDEO: That's fine. I'll give you 21 that for every document. I know you're going to make 22 the same objection. 23 MS. GROSS: I am. I'll just make the same 24 objection every time. 25 MR. TADDEO: That's fine.

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Page 324 1 Q. (By Mr. Taddeo) Sir, do you see where it says: 2 Subject, Asbestos Review? 3 A. Yes. 4 Q. And it says from W.A. Herndon on April 21st, 5 1975. Do you know who W.A. Herndon is? 6 A. No. 7 Q. Let me just read you that portion there that's 8 highlighted. It says: In my attempt to determine the 9 various types of asbestos being used, I have talked to 10 maintenance, storeroom and purchasing supervisors. I 11 was pleased to learn that much of our present warehouse 12 inventory of pre-cast pipe insulation is asbestos-free. 13 Of these -- I'm going to keep going for a little bit. 14 Of these suppliers, Philip Corey -- 15 Carey -- Celotex, G.A.F. Corporation, Owens Fiberglas 16 and Johns Manville, only the latter is not asbestos-free 17 material (as read). 18 Do you see where -- did I read that 19 correctly, sir? 20 A. I guess. I wasn't involved in that. I'd never 21 seen this writing. I'd never seen this paper before, 22 so I really don't have much insight. 23 Q. Well, do you know if any of the replacement 24 pipe insulation that you may have used from Bowater 25 contained asbestos?	Page 326 1 personnel may be exposed when participating in major 2 boiler repairs, large steam line repairs, etc. 3 Did I read that correctly, sir? 4 A. Yes. 5 Q. Okay. So, in April of 1975, the Bowater mill 6 is aware of the potential of asbestos exposure from the 7 removal of existing asbestos insulation. Is that a fair 8 statement, sir? 9 MS. GROSS: Object to form. Object to 10 form, leading. 11 A. I don't know. I don't know. 12 Q. (By Mr. Taddeo) Okay. It says here -- okay. 13 Let me just cut to the quick. It says: In addition, 14 outside personnel may be exposed when participating in 15 major repairs and so forth. 16 Sir, would you agree that the Bowater mill 17 knew in 1975 of the potential for asbestos exposure to 18 outside personnel during repair work? 19 MS. GROSS: Object to form. Again, asking 20 his opinion about this document is pretty improper. 21 But to the extent you can answer the 22 question, go ahead, Mr. Murphy. 23 A. I don't know. They never -- they never brought 24 the paper or read anything to us about insulation. It 25 was: Do this.
Page 325 1 A. Do I -- do I know? Yes. 2 Q. Okay. And in this letter, Mr. Herndon appears 3 to be saying that he's talked to his folks in 4 maintenance and storeroom and he's got one type of pipe 5 covering that is not asbestos-free. Do you see that, 6 sir? 7 MS. GROSS: Object to form. 8 A. Yes, I see it. 9 Q. (By Mr. Taddeo) All right. And that would be 10 Johns Manville, right, sir? 11 A. That's what it says here (indicating). 12 MR. TADDEO: Travis, if you could, go down 13 to the fourth paragraph that's highlighted. 14 (Videographer complies.) 15 Q. (By Mr. Taddeo) Okay. Sir, I want you to read 16 along with me where it says: I conclude. 17 Okay? 18 A. Okay. 19 Q. All right. It says: I conclude from these 20 sources that future purchases and installations can be 21 accomplished without liability, but my greatest concern 22 is that our three insulators are assigned to repair work 23 on previously installed asbestos material. I suspect 24 other crafts are also exposed in removing insulation to 25 make necessary mechanical repairs. In addition, outside	Page 327 1 That's what you done. Didn't have a whole 2 lot of: I done this or who done that. 3 Not if you wanted a job. 4 Q. (By Mr. Taddeo) Sir, did the Bowater mill at 5 any time tell you about the hazards of asbestos? 6 A. No. 7 MR. TADDEO: Travis, if you could, please 8 go to -- I'm going to skip ahead to Exhibit 4. 9 (Videographer complies.) 10 MR. TADDEO: Thank you. 11 Q. (By Mr. Taddeo) I don't know if you can see 12 that entire document. Sir, can you see the right edge 13 of that? I'm having a little trouble seeing it. 14 A. No, I can't see the end of it. 15 MR. TADDEO: Travis, is that something you 16 could just shrink down a little bit? 17 (Videographer complies.) 18 MR. TADDEO: Ah, that's good. 19 Q. (By Mr. Taddeo) Can you see that, sir, 20 (indicating)? 21 A. Too little. 22 Q. Oh, it's too small? All righty. 23 A. There you go (indicating). 24 Q. Okay. Now, we've lost the edge again. 25 MR. TADDEO: Hey, Travis, if there's a --

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Page 328 1 down at the bottom there, there's a -- yeah, there we go 2 (indicating). 3 Q. (By Mr. Taddeo) How's that, sir? 4 A. Yeah, I can see that. 5 Q. Great. All right. Sir, this -- at the top, 6 this document says: Rough Draft. 7 And it says: Hazardous Material Handling 8 Procedure for Asbestos. 9 Do you see that, sir? 10 A. Yes, I see it. 11 MS. GROSS: And before you go, I'm just 12 going to, for the record, make the same objection. I 13 won't do the whole spiel again, but make the same 14 objection that, to the extent he's never seen this 15 document, which I doubt he has, asking him any opinion 16 is improper. 17 Q. (By Mr. Taddeo) Have you seen this document 18 before, sir? 19 A. No. 20 MR. TADDEO: All right. Travis, if you 21 could, please go to the bottom of the third page of 22 this, just so we can mark the date. 23 (Videographer complies.) 24 MR. TADDEO: All right. There we go. 25 Q. (By Mr. Taddeo) Sir, do you see that, where it	Page 330 1 MS. GROSS: Object to form. 2 A. I don't know. 3 Q. (By Mr. Taddeo) Let me just say -- let me just 4 ask you this generally: Would you agree generally that 5 the Bowater mill is going to decide when work is -- is 6 performed on their property? 7 A. Yes. 8 MS. GROSS: Form. 9 Q. (By Mr. Taddeo) And would you also agree that 10 the Bowater mill would be in the best position to 11 schedule that work on their property? 12 MS. GROSS: Form. 13 A. They know -- they know when the work needs to 14 be done. 15 Q. (By Mr. Taddeo) Right. And what needs to be 16 done, too, right? 17 A. Right. 18 MS. GROSS: Form. 19 Q. (By Mr. Taddeo) And would you agree that the 20 Bowater mill is in the best position to tell the state 21 agencies about whatever work is going on on their 22 property? 23 MS. GROSS: Object to form. 24 A. I don't -- I don't nothing -- how they work. 25 Q. (By Mr. Taddeo) And just generally -- I mean,
Page 329 1 says: W.T. Vogel, March 28, 1977? 2 A. Yes. 3 MR. TADDEO: Travis, would you please go 4 to the very top of the first page of this document? 5 (Videographer complies.) 6 Q. (By Mr. Taddeo) All right. Sir, the very 7 first paragraph there, in the interest of time, I'll 8 represent that it states that certain state agencies 9 from South Carolina -- where Bowater is located, 10 right? -- 11 A. Right. 12 Q. -- okay, such as the South Carolina Department 13 of Health and Environmental Control, shall be notified 14 before asbestos-containing material is removed or used. 15 Do you see that, sir? 16 A. I see it. I see that. 17 Q. All right. Did you know that the State of 18 South Carolina had state agencies that were supposed to 19 be notified before asbestos work was started? 20 A. I didn't know it. I still don't know it. I 21 never seen it and I'm on the job. 22 Q. Okay. Sir, do you know why a business like the 23 Bowater mill would have to tell a state agency that it 24 was about to start asbestos work? 25 A. No.	Page 331 1 this is Bowater's mill, correct? They own that mill. 2 A. Yeah, I guess so. It says "Bowater" up there 3 on it. 4 Q. All right. And that's Bowater's pipe you're 5 working on, correct? 6 A. Right. 7 Q. And the equipment in that mill belongs to 8 Bowater, too, right? 9 A. Part of it does, but part of it, we carried 10 down the -- the welding machines, we -- 11 Q. Right. Okay. I'm talking about the stuff that 12 was there before you guys -- 13 A. Oh, yeah. Yeah. 14 MR. TADDEO: All right. Travis, if you 15 could, skip ahead to the next page that's highlighted 16 because there's -- they attached a copy of a -- of the 17 OSHA law here, if you could kind of keep scrolling 18 through that. 19 (Videographer complies.) 20 MR. TADDEO: Yeah. There we go 21 (indicating). All right. 22 MS. GROSS: Is this within the same 23 exhibit? 24 MR. TADDEO: Yeah, this is in the same 25 exhibit, Rachel.

Page 332 1 MS. GROSS: Okay. I won't remake my 2 objection, then. 3 MR. TADDEO: All right. Would you like -- 4 I'd be happy to e-mail these to you right now, if you'd 5 like. 6 MS. GROSS: I mean, I can see them. I've 7 seen them before. If you want to e-mail them to me, 8 that would be great. I mean, I'm just going to make the 9 same objection, that it's highly improper to be 10 asking him (connection interruption) answering 11 questions. 12 MR. TADDEO: I understand your objections. 13 I'm just going to -- 14 MS. GROSS: I get it. 15 MR. TADDEO: Normally, I'd hand you one, 16 if we were in the same room, so it's kind of weird doing 17 it this way. 18 MS. GROSS: I agree. E-mailing them to me 19 would be appreciated, but I can see them. I've seen 20 them before and I see them on my end, so we're okay for 21 now. 22 MR. TADDEO: Okeydoke. 23 Q. (By Mr. Taddeo) All right, sir. Do you see 24 this document okay on your screen? 25 A. Yes.	Page 334 1 (Videographer complies.) 2 Q. (By Mr. Taddeo) All right. Number 7, if you 3 can see that, sir, follow along with me. It says: It 4 is required by law that workers be informed of the 5 hazards of handling asbestos-containing wastes. If 6 contractor personnel are to be used for this job, it is 7 suggested that the contractor be informed of the hazards 8 involved by the engineering department before he accepts 9 the job. The technical department will also inform 10 workers on the site of the hazards of handling 11 asbestos-containing materials. 12 Did you see where it says that, sir? 13 A. Right. I guess they were just lucky that they 14 didn't get caught. 15 Q. Sir, did you ever see state or federal agencies 16 on-site at Bowater? 17 A. No, never. 18 Q. Do you remember some of your testimony earlier 19 in your deposition when -- when you were talking about 20 OSHA? 21 A. Yes. 22 Q. Okay. And if I recall correctly, you folks 23 need to have your stuff wired pretty tightly when OSHA 24 was coming by. Do you remember that, sir? 25 A. Right. We -- we knew when they were coming.
Page 333 1 Q. Okay. And the subject is: Asbestos Disposal 2 Checklist. 3 Right? 4 A. Right. 5 Q. And it's to a Mr. J.C. Clark. 6 A. Yes. 7 Q. Okay. And it's from W.C. Cornwell on March 30, 8 1977. 9 A. That's right. 10 Q. And just to cut to the quick here, the first 11 paragraph, I'll represent, says that the mill submitted 12 a plan to the State of South Carolina for the removal, 13 the demolition and disposal of asbestos waste for a 14 single project that was going to occur on a Wednesday, 15 April 6th, 1977. 16 Now, I understand that there are also a 17 number of highlighted precautions that -- and that last 18 sentence in the first paragraph says: The indicated 19 precautions must be strictly followed, since inspectors 20 from the SD -- SCDHEC and possibly from the EPA will be 21 observing the operation. 22 And not to belabor the point, there are 23 several different engineering controls and so forth. 24 MR. TADDEO: If you could just, Travis, 25 get down to Number 7 so we could see the whole thing.	Page 335 1 Q. Okay. Do you know why OSHA was coming? 2 MS. GROSS: Object to the form. 3 A. Make sure that safety was going on, everything 4 was being safe. 5 Q. (By Mr. Taddeo) Do you know what kinds of 6 things OSHA was looking for in terms of safety? 7 MS. GROSS: Object to form. 8 A. Not then, I didn't, but I do now. 9 Q. (By Mr. Taddeo) So, sir, in Paragraph 7, I 10 want to direct your attention back to that, the second 11 sentence in there says: If contractor personnel are to 12 be used for this job, it is suggested that the 13 contractor be informed of the hazards involved by the 14 engineering department before he accepts the job. 15 Sir, were you informed by the engineering 16 department at Bowater of the hazards of asbestos at any 17 time that you were there? 18 A. No. I didn't know -- 19 Q. Do you know if your employer -- 20 MS. GROSS: He wasn't -- 21 Q. (By Mr. Taddeo) I'm sorry I interrupted. 22 A. I didn't know what he had said to the boss man, 23 but he didn't tell me nothing. 24 Q. Okay. Do you know if the mill ever put up 25 signs regarding asbestos work?

Page 336 1 A. No. I didn't see any. 2 MR. TADDEO: Travis, I think we're going 3 to skip 5 and 6. If you could, please put 7 up. 4 (Videographer complies.) 5 Q. (By Mr. Taddeo) All right, sir. 6 MR. TADDEO: Oh, you're going to have to 7 make that a little smaller. 8 (Videographer complies.) 9 MR. TADDEO: That's good. 10 Q. (By Mr. Taddeo) Sir, can you see that 11 (indicating)? 12 A. Yes. 13 MS. GROSS: Same objection I made before. 14 MR. TADDEO: I understand. 15 Q. (By Mr. Taddeo) Sir, earlier in your 16 deposition, you had mentioned that you had seen Johns 17 Manville pipe covering -- boxes of Johns Manville pipe 18 covering. Do you remember that? 19 A. I didn't say it was Johns Manville. I said I 20 seen -- 21 Q. Oh, I understand. 22 A. -- pipe -- boxes with pipe in it, but I didn't 23 remember the name of it. 24 Q. Do you ever recall seeing Johns Manville pipe 25 covering at any of your job sites in boxes?	Page 338 1 specifically the Weyerhaeuser employees that were 2 wearing masks were doing? 3 A. They were getting pipe off -- insulation off 4 the line, sweeping the floors, doing everything that was 5 considered with the -- with the pipes and the dust and 6 the mess they made on the floor. They was sweeping the 7 floor. 8 Q. Did you ever ask one of the Weyerhaeuser 9 workers why they were wearing a mask? 10 A. No. It didn't bother me. Not at that time. I 11 didn't care what they were doing. 12 Q. And then, sir, you were talking about -- you 13 were just talking about OSHA a little while before. 14 MR. TADDEO: Travis, if you could, please 15 take that down and, if you could, please put up -- I 16 believe it's Exhibit 8. 17 (Videographer complies.) 18 MR. TADDEO: Oh, here we go (indicating). 19 Q. (By Mr. Taddeo) Sir, I don't expect you've 20 seen this before, but I'll represent that this is a copy 21 of the first OSHA law in 1972 -- actually, it's the 22 second OSHA law in 1972. Okay? 23 MS. GROSS: Before he answers, I'm just 24 going to make my record. Same objection: To the extent 25 he's never seen this document before, which I highly
Page 337 1 A. It could have been. I didn't see -- I didn't 2 recognize the name Johns Manville. 3 Q. All right, sir. 4 A. In fact, I don't see it on this one 5 (indicating). 6 Q. I'll represent that this warning label is from 7 a -- is a label that Johns Manville placed on their 8 boxes of asbestos-containing insulation in the mid-'60s. 9 Okay? 10 MS. GROSS: Objection. 11 A. I didn't never see it. 12 Q. (By Mr. Taddeo) You never saw this label 13 before? 14 A. No. 15 Q. When you were working at Weyerhaeuser, I 16 believe your testimony was that you had seen some 17 Weyerhaeuser employees wearing masks. Do you remember 18 that, sir? 19 A. Yes. 20 Q. Okay. Do you have a -- 21 A. A lot of -- 22 MS. GROSS: He's not done answering. 23 Go ahead, Mr. Murphy. Finish your answer. 24 A. I said: A lot of them wore masks. 25 Q. (By Mr. Taddeo) Can you tell me what	Page 339 1 doubt he has, asking him any opinions about anything 2 written in it is improper and better suited for a 3 different witness. 4 Go ahead, Mr. Murphy. 5 Q. (By Mr. Taddeo) And sir, I'm not going to -- 6 we're coming down the homestretch here and I'm not going 7 to read this to you, okay, but I'll represent that there 8 are a number of practices and engineering procedures 9 that OSHA requires employers to follow when their 10 employees are doing certain asbestos work. Okay? 11 A. Right. 12 Q. So one of those is air sampling at a job site. 13 And if I recall your testimony correctly, your -- your 14 testimony is that you never saw air sampling at a job 15 site; is that right, sir? 16 A. No. 17 Q. It's not right or you've not seen it? 18 A. I've not seen it. 19 Q. Okay. That's my fault for the question there. 20 So that's something that OSHA requires 21 that the folks on-site did not do. Would that be fair? 22 MS. GROSS: Object -- 23 DEFENSE COUNSEL: Object to the form. 24 MS. GROSS: -- form. 25 If you know the answer to that question,

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Page 340 1 Mr. Murphy, you can answer it. 2 A. What was the question? 3 Q. (By Mr. Taddeo) I'll repeat that. I'll repeat 4 that and I'll also apologize for my dogs. 5 It goes through several different things: 6 Air sampling, wet-down procedures, respirators, 7 coveralls, ventilation, signage around asbestos work, 8 roping off of areas, plastic sheeting, things like that. 9 Did you see any of these practices on any 10 job site where you believe you may have been exposed to 11 asbestos? 12 A. Yes. 13 Q. Okay. And what job site did you see that? 14 A. At Bowater, I -- they had plastic sheeting 15 pulled up between 2 and 3 paper machines that had a line 16 running down. Had them taped up to the pipe so you 17 couldn't -- you had to -- it was like a wall but it had 18 paper. 19 Q. Okay. And you -- 20 A. And then -- 21 MS. GROSS: Hold on. 22 A. -- a lot of places they had tape, black and 23 white -- black-and-yellow tape all around that was up 24 there around the post to stop you from going in that 25 area.	Page 342 1 of. 2 Q. So would it be fair to say that there are 3 hundreds, if not thousands, of folks working on these 4 job sites? 5 A. Yes. 6 Q. So, if I understand correctly, is it your 7 testimony that -- that every premises owner, every 8 contractor, every person working on this job site, with 9 the exception of those times at Bowater, did not follow 10 these rules? 11 Is that what you're telling the jury, sir? 12 DEFENSE COUNSEL: Object to the form. 13 MS. GROSS: Object to form. 14 A. A lot of times, they wasn't following the 15 rules. You took the shortcut in doing what you had to 16 do. 17 Q. (By Mr. Taddeo) And government inspectors, 18 sir, did they -- did they also not follow the rules? 19 A. I didn't never -- 20 MS. GROSS: Object to form. 21 A. -- never -- (connection interruption). 22 THE REPORTER: I'm sorry. Can I have that 23 answer again? 24 A. I never seen a government inspector on any job, 25 not even dirt work.
Page 341 1 Q. (By Mr. Taddeo) And the folks in that area, 2 were they working on asbestos, sir? 3 A. I don't know what -- 4 MS. GROSS: Object to form. 5 A. -- they were working on. I don't know what 6 they were working on. 7 Q. (By Mr. Taddeo) Was there any signage that 8 told you what those folks were doing inside those areas? 9 MS. GROSS: Object to form. 10 A. You're talking to -- to a person that -- I 11 didn't care what was going on. As long as it wasn't 12 where I had to be, it didn't bother me at that time. 13 Q. (By Mr. Taddeo) So, aside from that one time 14 at Bowater where you saw plastic sheeting and some tape 15 segregating an area, would it be fair to say that you 16 didn't see any of these other controls -- wetting down 17 insulation before moving it, monitoring the air, 18 respirators or anything like that -- you didn't see that 19 at any of your job sites? 20 A. No. 21 MS. GROSS: Object to form. 22 DEFENSE COUNSEL: Object to form. 23 Q. (By Mr. Taddeo) And sir, these are very large 24 job sites, I take it. 25 A. Yeah, I guess. They're about as big as I know	Page 343 1 Q. (By Mr. Taddeo) And just to -- just to finish 2 up, if I understand your testimony before, you would 3 take your -- 4 MR. TADDEO: Travis, you can pull that 5 down so we can -- 6 (Videographer complies.) 7 MS. GROSS: Thank you. 8 Q. (By Mr. Taddeo) All right, sir. If I 9 understood correctly your prior testimony, you would 10 look to your supervisor to tell you what to do on a job; 11 is that a fair statement? 12 A. That's right. He would tell us exactly what to 13 do -- 14 Q. Okay. 15 A. -- where we were working and the -- 16 Q. And was it -- 17 MS. GROSS: He's not done. 18 Go ahead, Mr. Murphy. No. No. You 19 finish your answer. 20 A. I said: He would tell you if you were doing 21 the job and get away with about all that stuff to it. 22 Q. (By Mr. Taddeo) And would you agree that it 23 would be your supervisor's responsibility to tell you 24 about safety and things that could harm you on a job? 25 MS. GROSS: Object to form.

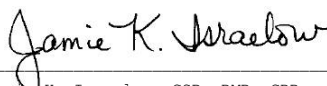
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Page 344 1 A. He did one time -- one morning a weekend. 2 Every Monday morning -- 3 Q. (By Mr. Taddeo) Right. 4 A. -- he told us. 5 Q. And you wouldn't need to rely upon some 6 equipment manufacturer to tell you how to do your job; 7 is that right, sir? 8 MS. GROSS: Object to form. 9 DEFENSE COUNSEL: Object to form. 10 A. I didn't say that. 11 Q. (By Mr. Taddeo) I'm sorry. What was your 12 answer, sir? 13 A. I didn't say that. 14 Q. I know. I know. Okay. So -- so let me just 15 rephrase. 16 You would not look to an equipment 17 manufacturer to tell you how to do your job; is that a 18 fair statement, sir? 19 A. That's right. 20 MS. GROSS: Object to form. 21 Q. (By Mr. Taddeo) And would you also agree that 22 you would not look to an equipment manufacturer to tell 23 you about conditions that you might experience on a job? 24 Your supervisor would tell you that; is 25 that right, sir?	Page 346 1 The time is 16:08 UTC. 2 (A recess was taken from 3 11:08 a.m. to 11:22 a.m.) 4 THE VIDEOGRAPHER: We are back on the 5 video record. The time is 16:22 UTC. 6 MS. GROSS: We're back on the record real 7 quick just to say we are done for the day and we will 8 regroup and readjourn Mr. -- "readjourn" is probably the 9 wrong word. We will get started in the next week with 10 the continuation of Mr. Murphy's deposition. 11 DEFENSE COUNSEL: At a date to be 12 determined; is that correct? 13 MS. GROSS: At a date to be determined 14 next week, yes. Thank you. 15 DEFENSE COUNSEL: Sure. 16 THE VIDEOGRAPHER: Going off the record. 17 The time is 16:23 UTC. 18 (Off the record at 11:23 a.m.) 19 ----- 20 21 22 23 24 25
Page 345 1 MS. GROSS: Object to form. 2 A. It's what I'd done if I'd seen a sign saying 3 it's dangerous. I would read under it and see what it 4 said, but I never seen one of them signs. 5 Q. (By Mr. Taddeo) I understand, but my question 6 is a little different. Let me put a bow on this. 7 You would agree that it was your 8 supervisor's responsibility to tell you about dangerous 9 conditions on the job site? Would you agree with that, 10 sir? 11 A. Yes. 12 MS. GROSS: Object to form. 13 A. Yes. That's what I -- I really looked for. 14 MR. TADDEO: Okay. Sir, I think those are 15 all my questions. I appreciate your time and, depending 16 on what other folks have, I may have some stuff later. 17 Thank you. 18 THE WITNESS: All right. Thank you. 19 MS. GROSS: You want to take a quick break 20 and stretch your legs, Mr. Murphy? Let's do that. 21 THE WITNESS: I'm thirsty. 22 MS. GROSS: Let's take a break. I need to 23 use the restroom because I drank too much coffee, so 24 let's go off the record. 25 THE VIDEOGRAPHER: Going off the record.	Page 347 1 CHANGES AND SIGNATURE 2 WITNESS NAME: NICHOLAS LEON MURPHY 3 DATE OF DEPOSITION: May 1, 2020 4 5 Please indicate changes on this sheet of paper, 6 giving the change, page number, line number and reason 7 for the change. Please sign each page of changes. 8 PAGE/LINE CORRECTION REASON FOR CHANGE 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 _____ 23 _____ 24 _____ 25 _____

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Page 348 1 I, NICHOLAS LEON MURPHY, have read the foregoing 2 deposition and hereby affix my signature that same is 3 true and correct, except as noted on the previous 4 page(s), and that I am signing this before a Notary 5 Public. 6 _____ 7 NICHOLAS LEON MURPHY, VOLUME 4 8 STATE OF _____ * 9 COUNTY OF _____ * 10 Before me, _____, on 11 this day personally appeared NICHOLAS LEON MURPHY, known 12 to me, or proved to me under oath or through 13 _____ (description of identity card or 14 other document), to be the person whose name is 15 subscribed to the foregoing instrument and acknowledged 16 to me that they executed the same for the purposes and 17 consideration therein expressed. 18 Given under my hand and seal of office on 19 this, the _____ day of _____, 2020. 20 _____ 21 NOTARY PUBLIC IN AND FOR THE 22 STATE OF TEXAS 23 My Commission Expires: _____ 24 JOB NO. 331994 25	Page 350 1 the witness, and signature of the witness is to be 2 before any notary public and returned within 30 days 3 from date of receipt of transcript. 4 I further certify that pursuant to FRCP Rule 5 30(e) that the signature of the deponent: 6 _____X_____ was requested by the deponent or a party 7 before the completion of the deposition and that 8 signature is to be before any notary public and returned 9 within 30 days from date of receipt of the transcript. 10 If returned, the attached Changes and Signature Page 11 contains any changes and the reasons therefor: 12 _____ was not requested by the deponent or a 13 party before the completion of the deposition. 14 I further certify that I am neither attorney 15 or counsel for, nor related to or employed by any of the 16 parties to the action in which this deposition is taken, 17 and further that I am not a relative or employee of any 18 attorney or counsel employed by the parties hereto, or 19 financially interested in the action. 20 21 22 23 24 25
Page 349 1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT 2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND 3 NICHOLAS LEON MURPHY,) 4 AND DORIS ANNE MURPHY,) 5 Plaintiffs,) C/A NO. 2020-CP-40-1364 6) 7 V.) In re: Asbestos 8) personal jury litigation 9 COVIL CORPORATION,) Coordinated docket 10 et al.,) 11 Defendants.) 12 REPORTER'S CERTIFICATION OF THE ORAL 13 DEPOSITION OF NICHOLAS LEON MURPHY 14 May 1, 2020 15 I, Jamie K. Israelow, a Certified Shorthand 16 Reporter duly commissioned and qualified in and for the 17 State of Texas, Registered Merit Reporter and Certified 18 Realtime Reporter, do hereby certify that there came 19 before me on the 1st day of May, 2020, at 1207 Brices 20 Creek Road, in the City of New Bern, County of Craven 21 and State of Florida, the following named person, 22 NICHOLAS LEON MURPHY, who was duly sworn to testify the 23 truth, the whole truth, and nothing but the truth of 24 knowledge touching and concerning the matters in 25 controversy in this cause; and that he was thereupon examined upon oath and his examination reduced to typewriting under my supervision; that Volume 4 of the deposition is a true record of the testimony given by	Page 351 1 IN WITNESS WHEREOF, I have hereunto set my 2 hand this _____ day of _____, 2020. 3 4  5 _____ 6 Jamie K. Israelow, CSR, RMR, CRR 7 Texas CSR 3801 8 Expiration Date: 4/30/2021 9 US Legal Support-Dallas 10 CRCB Registration No. 343 11 100 Premier Place 12 5910 North Central Expressway 13 Dallas, Texas 75206 14 214.741.6001 15 Charge for transcript and exhibits \$ _____ 16 To be paid by Plaintiffs / Rachel A. Gross, Esq. 17 Job No. 331994 18 19 20 21 22 23 24 25

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1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT

2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND

3 NICHOLAS LEON MURPHY,)
4 AND DORIS ANNE MURPHY,)
5 Plaintiffs,) C/A NO. 2020-CP-40-1364
6)
7 V.) In re: Asbestos
8) personal injury
9 COVIL CORPORATION,) litigation
10 et al.,) Coordinated docket
11 Defendants.)

12 -----
13 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
14 NICHOLAS LEON MURPHY
15 May 7, 2020
16 VOLUME 5

17 (Reported remotely in Denton County, Texas)

18 -----
19 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
20 NICHOLAS LEON MURPHY, produced as a witness at the
21 instance of the Defendants, taken in the above-styled
22 and -numbered cause on May 7, 2020, from 9:09 a.m. to
23 12:27 p.m. CDT, before Jamie K. Israelow, a Certified
24 Shorthand Reporter in and for the State of Texas,
25 Registered Merit Reporter and Certified Realtime
Reporter, reported in machine shorthand, with the
witness appearing remotely at 1207 Brices Creek Road, in
the City of New Bern, County of Craven and State of
North Carolina, pursuant to the Texas Supreme Court
First Emergency Order Regarding the COVID-19 State of
Disaster and the provisions stated on the record or
attached hereto; that the deposition shall be read and
signed before any notary public.

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Page 361 1 FOR THE DEFENDANT 4520 CORP., INC.: 2 Christian J. Singewald, Esq. 3 WHITE AND WILLIAMS, LLP 4 600 N. King Street, Suite 800 5 Wilmington, DE 19801-3722 6 D: 302.467.4510 7 Singewaldc@whiteandwilliams.com 8 FOR THE DEFENDANTS NEW-INDY AND RESOLUTE FOREST 9 PRODUCTS: 10 Patrick "Pat" M. Meacham, Esq. 11 PARKER POE 12 301 Fayetteville Street, Suite 1400 13 Raleigh, NC 27601 14 D: 919.835.4655 15 patmeacham@parkerpoe.com 16 FOR THE DEFENDANT WILLIAM POWELL CO.: 17 Mr. James H. Elliott, Jr., Esq. 18 RICHARDSON PLOWDEN 19 235 Magrath Darby Blvd., Suite 100 20 Mt. Pleasant, SC 29464 21 D: 843.805.6550 22 jelliott@richardsonplowden.com 23 ALSO PRESENT: 24 John Jensen, Video Tech 25 Doris Murphy Marian Dudley	Page 363 1 PROCEEDINGS 2 (On the stenographic record 3 at 9:09 a.m.) 4 MR. ELLIOTT: Madam Court Reporter, can 5 you hear me okay? 6 THE REPORTER: Yes. 7 MR. ELLIOTT: Okay. Good. This is James 8 Elliott. I'm counsel for the William Powell Co. 9 William Powell has not been served as of the time of 10 this deposition, and I understand that three days, I 11 believe it was, of deposition took place last week. I 12 found out about the deposition on -- excuse me -- Friday 13 and -- and -- and then learned that the continuation was 14 for today. 15 By appearing here today, Powell is not 16 waiving service -- proper service of Defendants in 17 complaint. We're not waiving any motions we may have 18 with regard to personal jurisdiction or the door-closing 19 statute. We also are not waiving any objections to the 20 timeliness of the notice of the deposition under the 21 Rules, and also, we reserve the right to object to the 22 form of the question in the deposition to the extent it 23 took place prior to our involvement. 24 So we're not waiving any failures to 25 properly object to the form of the question in the																																		
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Page 365 1 Is there one other person? I'm hanging on 2 for one more before I say my spiel. 3 MR. SINGEWALD: Rachel, Chris Singewald 4 here. I'm not sure if you're referring to me or not. 5 MS. GROSS: I think I am. How are you 6 this morning? 7 MR. SINGEWALD: Fine. Thank you. I was 8 not going to state anything, just based on having read 9 the transcript from Day 1, and seeing that the 10 objections or the reservations that you had put on the 11 record, but I -- and I assumed that those would apply to 12 all new defendants as well, but certainly, I'll join in 13 and see no need to reiterate the objections and comments 14 set forth by Mr. Elliott and Mr. Meacham. 15 And for the court reporter's benefit, I 16 apologize. My name is Christian Singewald. I'm with 17 White & Williams in Wilmington, Delaware, and I 18 represent 4520 Corp., Inc. 19 MS. GROSS: Thank you. 20 All right. So I'm here on behalf of the 21 plaintiffs. I want to thank everybody for coming this 22 morning, including the new people. I just want to say 23 on the record, as mentioned by counsel this morning, we 24 did serve an amended complaint. We provided the new 25 defendants with notice, amended complaint.	Page 367 1 everybody being here today. We appreciate you guys 2 making the accommodations to be here today to finish up 3 with Mr. Murphy. 4 And I did want to mention, my 5 understanding was that everybody had been served, but 6 that's something we can work out off the record. But 7 again, I just want to issue my thanks for y'all this 8 morning. 9 And I guess, whenever Mr. Murphy is ready, 10 we can get started. Thank you again, you guys. I 11 appreciate it. 12 (A recess was taken from 13 9:15 a.m. to 9:17 a.m.) 14 (On the video record at 9:17 a.m.) 15 THE VIDEOGRAPHER: Good morning. We're 16 now on the record. Participants should be aware that 17 this proceeding is being recorded and, as such, all 18 conversations held will be recorded, unless there is a 19 request and agreement to go off the record. Private 20 conversations and/or attorney-client interaction should 21 be held outside of the presence of the remote interface. 22 A link to the recording will be available 23 to all parties to the case for up to 90 days from 24 today's date provided the requesting party has purchased 25 a certified copy of the transcript.
Page 366 1 All discovery served were answered by 2 plaintiffs to date. All rough transcripts of any 3 deposition testimony of Mr. Murphy has already been 4 provided to date and offered to get Defendants anything 5 additional that they may need. Plaintiffs have agreed 6 Defendants are not waiving any objections, and this goes 7 to all plaintiff- -- defendants, but especially 8 including the -- Plaintiffs agree Defendants are not 9 waiving any objections by appearing here today or 10 defenses. 11 We do believe Defendants who have attended 12 previous days had a similar motive and intent to ask 13 questions, but now that everybody is here, everybody has 14 the ability to ask Mr. Murphy questions, we certainly 15 don't intend to reask questions or retread ground that's 16 already been plowed. 17 But if any question that you guys may 18 have, especially all new ones from the rough drafts that 19 you received, feel free to finish up with Mr. Murphy 20 today. We did try to give, as mentioned, everybody 21 notice of this late Thursday/Friday morning, but you 22 know, given the latency period for mesothelioma, we're 23 trying to understand over 50 years of Mr. Murphy's life, 24 everything we could. 25 As I already mentioned, we appreciate	Page 368 1 This is the remote continued 2 video-recorded deposition of Nicholas Murphy being taken 3 by counsel for the plaintiff. Today is May 7th, 2020, 4 and the time is 2:18 p.m. Greenwich Mean Time. 5 We are here in the matter of Nicholas 6 Murphy and Doris Murphy versus Covil Corporation. My 7 name is John Jensen, remote video technician on behalf 8 of US Legal Support, located at 1900 Grant Street, Suite 9 1025, Denver, Colorado. I am not related to any party 10 in this action nor am I financially interested in the 11 outcome. 12 Our court reporter today is Jamie Israelow 13 on behalf of US Legal Support. 14 MS. GROSS: Not that it -- I'm not sure it 15 matters. I just noticed -- it's taken on behalf of the 16 plaintiffs. I'm not sure if that makes a difference, 17 but you said it was taken on behalf of Defendants. 18 THE VIDEOGRAPHER: Did I? If I did, I 19 meant of the plaintiff. 20 MS. GROSS: It's -- I don't think it 21 matters. I just wanted to -- if it did, I just wanted 22 to say something, but I'll shut up. 23 THE REPORTER: Okay. Mr. Nicholas, you 24 understand you're still under oath? 25 THE WITNESS: Yes.

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Page 369 1 THE REPORTER: Thank you. 2 EXAMINATION 3 BY MR. MEACHAM: 4 Q. Good morning, Mr. Murphy. 5 A. Good morning. 6 Q. (Connection interruption)? 7 A. Yes, I can hear you. 8 Q. Thank you, sir. 9 I know you're probably as used to this 10 technology deal as I am now, having sat through it for a 11 few days, but try to bear with me as I ask my questions. 12 I know there's some lag time between the questions and 13 the video and the audio, but if you can wait until I 14 finish my question, I'll do my best to try not to 15 interrupt any of your answers. Okay? 16 A. Okay. 17 Q. Mr. Murphy, I was not here for the first 18 several days of your deposition, but I have read through 19 the transcripts and there are a number of things that I 20 want to follow up with you about some of the answers 21 that you gave before. 22 I don't know how long my questions will 23 take. Some of that depends on how long your answers 24 are, but it will be probably about 30 minutes. So I 25 just want to give you a little bit of a road map there	Page 371 1 A. Yes. 2 Q. So is it fair for me to say that you worked a 3 total of -- a maximum of six days at the Bowater plant? 4 MS. GROSS: Object, form. 5 A. We were -- one -- one week we worked about 6 three or four days. I believe it was the last weekend 7 we worked three or four days there. 8 Q. (By Mr. Meacham) Thank you, sir. 9 So, with that being the case, would you 10 agree with me that the maximum number of days you would 11 have worked at the Bowater plant was eight days? 12 A. Yes. 13 Q. I know you've been asked some questions about 14 this before, but I want to see if I can work -- drill 15 down on your memory a little bit. Can you tell me, on 16 any of those two or three weekends when you worked at 17 Bowater, what year it was that you worked there? 18 A. No. It's been too long. 19 Q. Can you tell me, Mr. Murphy, if you recall what 20 season of the year it was that you were working there? 21 A. I believe it was -- I can't say. I can't say. 22 Q. During those time periods that you had gone to 23 work at the Bowater plant, can you tell me if you went 24 to work one time and then a year passed and then you 25 went to work another time and then another year passed?
Page 370 1 of how long it will take. 2 Let me start out by asking you, sir, at 3 any point in your career, did you ever receive any type 4 of OSHA training from any of your employers on any type 5 of subject matter? 6 A. No. 7 Q. And so, obviously, then, you did not receive 8 any type of OSHA training from any of your actual 9 employers related to asbestos; is that correct? 10 A. No. 11 Q. That is a correct statement? 12 A. That's right. 13 Q. Like I said, I reviewed your deposition 14 testimony last week and I want to ask you some questions 15 specifically related to your time at the Bowater plant. 16 So, if you can try to focus your mind on that time 17 period of your life, let me ask you: I read from your 18 testimony on Friday that you said that you worked at the 19 Bowater plant over the course of two and maybe three 20 different weekends between 1974 and 1978. 21 A. Yes. 22 Q. And at each time you worked on those weekends, 23 you would drive down from your home in the New Bern area 24 on Friday and then work all day Saturday, all day Sunday 25 and then return back to New Bern, correct?	Page 372 1 In other words, do you know how much time 2 passed between your different periods of work at 3 Bowater? 4 A. One year. 5 Q. It was one year between each time you went to 6 Bowater? 7 A. Right. But the last time was four days. 8 Q. Mr. Murphy, did you ever go to Bowater when you 9 were still working at the Arthur Farms? 10 A. The last time, yes. 11 Q. And that's just something you remember, that 12 you were working at Arthur Farms and you took some time 13 off and went to Bowater? 14 A. That's right, yeah. 15 Q. And every time you went to work at the Bowater 16 plant, their operations were shut down; is that correct? 17 A. They had shut down on -- on Friday and we done 18 the work on Saturday and Sunday. 19 Q. Yes, sir. Now, let me -- let me test your 20 memory a little bit more. 21 Do you recall the first weekend that you 22 went to work at Bowater if you were working for Daniels 23 or Brown & Root? 24 A. I was working for Brown & Root. 25 Q. Do you recall who your supervisor was during

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Page 373 1 that first weekend, your Brown & Root supervisor? 2 A. I don't remember if Emmett George was there or 3 not, but he was our supervisor in New Bern at the 4 Weyerhaeuser plant. So I don't know where -- I can't 5 remember where he went, but one time, he did go down. 6 DEFENSE COUNSEL: I'm sorry. Who was 7 that? 8 THE WITNESS: Emmett George. 9 Q. (By Mr. Meacham) Emmett George? 10 A. Yes. 11 Q. Thank you, Mr. Murphy. 12 And let me just say back to you what I 13 think you said to me, to make sure I understood. Emmett 14 George was one of your supervisors at Brown & Root. 15 You're not -- you're not sure if he went with you down 16 to Bowater on that first weekend. 17 A. That's right. 18 Q. On the second weekend that you went to work at 19 Bowater, were you working for Brown & Root or Daniels? 20 A. Brown & Root. 21 Q. Do you recall if you had a supervisor with you 22 that weekend from Brown & Root? 23 A. We had one, but I don't remember who he was. 24 Q. And then, if there was a third weekend that you 25 worked at Bowater, do you recall if you were working	Page 375 1 A. It was less than a hundred. 2 Q. Do you think it was more than 50? 3 A. Yes. 4 Q. Okay. So somewhere between 50 and a hundred. 5 Would that be fair? 6 A. Yes. 7 Q. And let me ask you a similar question, sir, 8 with regard to Daniels. On the weekend that you worked 9 at Bowater, when you were employed by Daniels, do you 10 recall how many Daniels employees were there working 11 along with you? 12 A. It was less than 50. 13 Q. Thank you, sir. 14 Do you recall, sir, on -- let me start 15 with the first weekend. The first weekend you went down 16 to Bowater, did you go through any type of orientation 17 that was provided either by Bowater or Brown & Root? 18 A. No. 19 Q. What about the second weekend? Did you undergo 20 any type of orientation by Bowater or your employer? 21 A. No. 22 Q. And if there was a third weekend, did you 23 experience any type of orientation either by Bowater or 24 your employer? 25 A. No. We was just -- we was just going to do the
Page 374 1 with Brown & Root or Daniels? 2 A. I believe I was working for Daniels the third 3 weekend. 4 Q. And that was the longer work period, the three 5 or four days? 6 A. Yes. 7 Q. Do you recall who your supervisor was at that 8 time? 9 A. No. 10 Q. But you would agree with me that each time you 11 went to work at Bowater, either with Brown & Root or 12 Daniels, those -- your employer had a supervisor there 13 with you, correct? 14 A. Yes. 15 Q. Do you recall, Mr. Murphy, how many different 16 Brown & Root employees were working at the Bowater plant 17 during either one of those shutdowns? 18 A. I don't -- I don't remember how many, but there 19 was quite a few, probably. I'm just -- there ain't no 20 estimating. I don't know. I don't know. There was 21 quite a few. 22 Q. Thank you, sir. 23 So I'm going to try to poke at you a 24 little bit with regard to that number. Do you think it 25 may have been, like, more than a hundred?	Page 376 1 work that we had done -- like we had done before, except 2 on a different plant, a different area. 3 Q. Mr. Murphy, on these times -- these occasions 4 that you worked at the Bowater plant, were you 5 considered management of Brown & Root or Daniels? 6 A. No. 7 Q. The management of -- of your groups of 8 employees with Brown & Root or Daniels would have been 9 what? Would there have been a foreman there on each 10 job? 11 A. There would have been two -- about two or three 12 foremen on each shift, each crew, yes. 13 Q. And just so I make sure I heard you right, 14 Mr. Murphy, because it breaks up a little bit, you said 15 there would be between two and three foremen on each 16 shift? 17 A. Yes. We wouldn't but 10 or 15, maybe two each, 18 foremen. 19 Q. And then was there also -- was that true -- 20 having two or three foremen, was that true of every 21 weekend that you went to the Bowater plant? 22 A. Yes. 23 Q. And was there also someone like a project 24 manager that was there on behalf of your employers? 25 A. There was a supervisor or a general foreman,

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Page 377 1 ever which one you want it call it. A general foreman 2 or a supervisor. Which one, I don't know. 3 Q. And Mr. Murphy, you would not have been a part 4 of any conversations that either the supervisors or the 5 foremen had with Bowater personnel, correct? 6 A. No. 7 Q. You would not have been a part of those 8 conversations? 9 A. No. 10 Q. Before you started doing any type of work at 11 Bowater, whichever weekend it was, did you receive 12 instructions from a Bowater employee or did you receive 13 instructions from a Brown & Root or Daniel employee? 14 A. Brown & Root or Daniels, ever which one, yes. 15 It wasn't -- never received any -- any instructions from 16 Bowater. That was up to the foremens to do that. 17 Q. And let me test your memory again, Mr. Murphy. 18 You told me the name of Emmett George with Brown & Root. 19 Do you recall the names of any other 20 supervisors or foremen that you worked with for Brown & 21 Root? 22 A. No. I was -- I was trying to think, only I 23 remembered his name. But it just popped up. No, my 24 mind is not that good. 25 Q. Let me ask you, Mr. Murphy: Do you remember	Page 379 1 safety meetings that you had with your Brown & Root or 2 Daniels management at the Bowater plant? 3 A. Just: Be careful. 4 Q. That's all you recall? 5 A. Well, there was probably some more, but I don't 6 recall. 7 Q. When you were working at the Bowater plant, am 8 I correct that it was your expectation that your 9 employer would be the one supervising? 10 MS. GROSS: Object to form. 11 A. No, not really. If Bowater come by and told us 12 something, we would check with our super -- our 13 superintendent and see if that's what he wanted us to 14 do. 15 Q. (By Mr. Meacham) Got you. So, if someone from 16 Bowater came and told you to do something, you would 17 double-check that with whoever your foreman or 18 supervisor was? 19 A. That's right. 20 Q. Did you ever ask -- on any of those three 21 weekends, did you ever ask any Bowater employers for 22 help? 23 A. No. 24 Q. Did you ever ask any Bowater employees for 25 instructions on how to do your job?
Page 378 1 the names of any of your supervisors or foremen when you 2 were working for Daniels at the Bowater plant? 3 A. No. 50 years is a long time. 4 Q. Yes, sir. 5 Before you started working at the Bowater 6 plant, did you have a safety talk from your supervisor 7 or foreman with Brown & Root? 8 A. Every Monday morning, we had a safety talk, 9 safety meeting. 10 Q. Yes. Do you recall specifically a safety 11 meeting occurring at the Bowater plant? 12 A. Yes. 13 Q. And do you recall that happening on the first 14 weekend? 15 A. First, second and the third. 16 Q. So, each one of those weekends, you had a 17 safety meeting with your employer, correct? 18 A. Right. 19 Q. In addition to the -- to the supervisor and the 20 foreman, was -- was there also a Brown & Root safety 21 manager on-site when you worked at Bowater? 22 A. The supervisor was the safety man. 23 Q. And was that true with Daniels also? 24 A. Yes. 25 Q. Do you remember the details of any of those	Page 380 1 A. No. 2 Q. Did you ever ask any Bowater employees for any 3 type of guidance at all? 4 A. No. Maybe I asked him where the bathroom -- 5 which way you go to the bathroom and stuff like that so 6 I would know, you know, but that was it. If we needed 7 instructions, we'd get them from our foreman. 8 Q. The bathroom instructions are critical no 9 matter where you're working. I think that's important. 10 A. That's right. 11 Q. Did you expect Bowater to provide you with any 12 type of safety equipment? 13 A. No. 14 Q. To your knowledge, at the time, did Bowater 15 ever ask you to do anything that you considered to be 16 unsafe? 17 A. Bowater never asked me to do anything. 18 Q. At the time, when you were working at Bowater, 19 if you would have thought there was a dangerous work 20 environment, I assume you would have either stopped the 21 work or gone to speak to a supervisor or foreman. 22 A. If I'd have thought it was dangerous, I would 23 have. 24 Q. At any time did any of your actual employers -- 25 well, let me back up, Mr. Murphy.

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Page 381 1 You were never employed by Bowater; is 2 that correct? 3 A. No. 4 Q. Let me ask it a different way: At any time 5 were you ever employed by Bowater? 6 A. No. 7 Q. Do you recall if -- 8 A. I might have been, but it was through Daniels 9 or Brown & Root. 10 Q. But you never got a paycheck from Bowater? 11 A. No. 12 Q. To your knowledge, at the time you were working 13 at the Bowater plant, did any of your employers employ 14 any people that specialized in insulation removal? 15 A. No. 16 Q. Do you know that they did not or are you just 17 not sure? 18 A. I know they didn't. They didn't have no 19 insulation crew to go down there to take the insulation 20 off. If it was in your way, you took it off. 21 Q. And I believe you testified previously, Dr. -- 22 or "Doctor." I just gave you a new degree, Mr. Murphy. 23 Sorry about that. 24 A. Okay. 25 Q. I believe you testified earlier, Mr. Murphy,	Page 383 1 A. One -- one of the weekends, my first -- first 2 thing I done at Bowater, I got me a piece of flat bar 3 and shortened the end of it in the grinder and was 4 taking the insulation off the pipe that we was going to 5 take down. And that's the way I -- I would keep cutting 6 insulation off. It wasn't about 20 foot, 18 foot long. 7 That was my job and one more helper, to 8 get the insulation off the pipe. 9 Q. (By Mr. Meacham) Were you doing that by 10 yourself or was there another Brown & Root employee with 11 you? 12 A. There was another person with me, Brown & Root. 13 Q. Who was that? Do you recall? 14 A. No. It was a helper. That's what I figured I 15 was, too. 16 Q. And did you remove that pipe and replace it? 17 A. We took the insulation off when the pipe was on 18 the floor and we put the -- put the pipe back in the 19 air, new pipe. And the insulation crew come by and put 20 insulation on the -- on the new pipe. 21 Q. So you were -- you were removing insulation. 22 Who had removed the pipe? 23 A. We had took the pipe down, cut it -- cut it 24 down with a torch on both ends. One end had a flange on 25 it and the other end was just a bolt welded to it. We
Page 382 1 that you didn't at the time understand that asbestos was 2 a health hazard; is that correct? 3 A. No. I didn't -- I didn't really know the 4 asbestos was dangerous, not until I got sick here at the 5 house, I mean, a month -- I'd say a year ago or six 6 months, something like that. 7 Q. Yes, sir. So -- so not only did you not know 8 that asbestos was dangerous, say, from 1974 to 1978, 9 even from 1978 to 2019, you didn't understand it was 10 dangerous? 11 A. That's right. It was -- I didn't care nothing 12 about whether it was dangerous or not. It didn't bother 13 me. At the time, it didn't bother me, but now, I 14 wouldn't go back through what I did go through for 15 any -- for nothing. 16 Q. So, Mr. Murphy, I'm going to ask you a very 17 open-ended question and I want you to do your best to 18 provide as much detail for me as you can because I think 19 there's been some questions about different work at 20 Bowater, but I just want to hear from you what you 21 remember. 22 Could you tell me, sir, in as much detail 23 as you can, what type of work you did at the Bowater 24 plant during the first weekend you were there? 25 MS. GROSS: Object to form.	Page 384 1 took the bolts out of one end and the crane operator 2 would hook the -- the region crew hooked the crane 3 operator to the pipe and he -- wherever we hang it, put 4 it on the floor and we took the insulation off of it. 5 Q. And then someone different came in and put the 6 new insulation on? 7 A. When it was in the air, yes. 8 Q. And where were you doing this work in the plant 9 during that first weekend? 10 A. Right between -- let's see. I'm going to get 11 the map right here (indicating). 12 Q. Yes, sir. 13 A. Right beside Paper -- I believe it was Paper -- 14 Paper Machine Number 1. 15 Q. And was that inside the building? 16 A. Yes. 17 Q. So let me ask you the same type of question I 18 just asked about the first weekend about the second 19 weekend. 20 Can you tell me, in as much detail as you 21 can, the type of work you performed during your second 22 weekend at Bowater? 23 A. Just unbolting -- unbolting flanges on pipe to 24 be taken down. We didn't take them -- we didn't take 25 them down and we didn't clean them up, get them ready.

Page 385 1 And one of them, we took -- took the flange off of a 2 pump, we took the insulation -- it wasn't probably a 3 foot long and took the insulation off of the flange, but 4 that -- that's the only work I remember. 5 Q. And do you remember where in the plant you were 6 doing that work? 7 A. Right there at -- at Number 2, at the end of 8 Number -- no. I had to go take flange and come around 9 through a -- I had to go around through a door into 10 another room, and when I went in this other room, it had 11 the -- the pump and the flange and all that that we had 12 to take apart was in that, so we took it off. We had to 13 go through two doors to get to the pump. 14 Q. Do you remember what building you were in? 15 A. In the same building. It was a big building. 16 Q. So there's -- there's several really big 17 buildings out there. Do you think this was still in the 18 building where Paper Machine Number 1 was? 19 A. I believe it was -- looking at the map, it 20 shows (connection interruption). 21 THE REPORTER: I'm sorry. It shows what? 22 A. It's in the same building. You just go down 23 through. 24 MS. GROSS: Can we go off the record for 25 two seconds?	Page 387 1 A. The pipe work. The same work we had been 2 doing. 3 Q. Okay. Mr. Murphy, it looks -- it looks to me 4 like you're looking down at a piece of paper. Can you 5 tell me what you're looking at? 6 MS. GROSS: I think it's the map. 7 A. It's the map. 8 Q. (By Mr. Meacham) Is that a map? 9 A. It has the map. 10 Q. Okay. And were you doing that pipe work in the 11 same building that you did the previous two weekends? 12 A. Yes. 13 Q. And did that involve insulation removal? 14 A. Did take-off the first weekend. I took some 15 pipe -- about eight, 10-inch pipe, it was probably 16 20 foot long, 18, 20 foot, but we took the insulation 17 off when they laid the pipe on the floor. And I had 18 to -- I had the bar run under the pipe, we cut the -- 19 the bands around the pipe with a pair of shears and then 20 took insulation off of it. 21 Q. Did you do that the third weekend as well? 22 A. No. 23 Q. Yes, sir. 24 A. Just the first weekend. 25 Q. So the only time you worked insulation was that
Page 386 1 DEFENSE COUNSEL: Yes. 2 THE VIDEOGRAPHER: Going -- going off the 3 record. The time is 2:46 p.m. Greenwich Mean Time. 4 (A recess was taken from 5 9:46 a.m. to 9:48 a.m.) 6 THE VIDEOGRAPHER: We are back on the 7 record. The time is 2:48 p.m. Greenwich Mean Time. 8 Q. (By Mr. Meacham) Okay. Mr. Murphy, we're back 9 on the record. We're trying to deal with a little audio 10 issue there. I don't have too many more questions for 11 you, sir, so just hang in there with me. 12 A. All right. 13 Q. In reading some of your prior testimony, it 14 looked like to me that on your third weekend at Bowater, 15 you had spent some time doing some sheet metal work; is 16 that correct? 17 A. Yeah. No sheet metal work. I didn't do any 18 sheet metal work at all at Bowater. 19 Q. Well, let me ask it this way: What did you do 20 during your third weekend at Bowater? 21 A. Worked on the pipe -- pipes. It wasn't nothing 22 but pipes at Bowater that we worked on, and the flanges 23 and -- and bolts. That's it. 24 Q. Okay. And tell me the type of work you were 25 doing during that third weekend.	Page 388 1 first weekend? 2 A. That's right. 3 Q. Okay. 4 A. And I -- and on the pump, about 12 inches long, 5 on the pump in another -- in another room -- it wasn't a 6 big room. Probably 18 -- 18-by-18, something like 7 that -- but it was adjoining through the same -- 8 (connection interruption). 9 Q. All right. At any time on those three 10 weekends, Mr. Murphy, were you working along -- I'm 11 sorry if I asked you this already. 12 Were you working alongside any Bowater 13 employees? 14 A. Yes. 15 Q. Do you remember the names of any of those 16 Bowater employees? 17 A. No. I didn't go down there to make friends. 18 Q. Okay. Were they helping you with -- with pipe 19 removal and insulation removal, the Bowater employees? 20 A. Sometimes they asked me do I need any help. I 21 told them no. I didn't want them to send me home for 22 not being able to do the job. 23 Q. Okay. Mr. Murphy, on Friday, you testified 24 that there was -- when you were working at Bowater, you 25 had seen plastic sheeting hung up in the Bowater plant

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Page 389 1 and that there was black-and-yellow tape around an area 2 to prevent people from going into that area. 3 A. At certain areas, they had tape around, 4 black-and-white tape stretched around about two inches 5 wide. And then over by the new paper machine, where 6 they were -- Bowater, they put a -- it was a sheet they 7 hung up from the ceiling all the way to the floor. 8 Q. And did you see that on the first, second, 9 third weekend? 10 A. Third. 11 Q. And do you recall knowing why that plastic was 12 there and why that tape was there? 13 A. No. 14 Q. Did you ask -- 15 A. I knew why the tape was there. It was -- it 16 was a dangerous area. You needed to be careful when you 17 were in there or check before you went in there. But 18 the sheet, you didn't go behind the sheeting. You knew 19 that was a closed area. 20 Q. Was it your understanding that that sheet and 21 that black and -- that tape was put in -- was put there 22 by Bowater? 23 A. I'm pretty sure it was. The tape was just a 24 caution, but the sheeting was there that -- that was 25 their work area, so you didn't -- you didn't have no	Page 391 1 your patience and thank you so much. 2 THE WITNESS: Thank you. 3 MS. GROSS: You want to take a quick break 4 and stretch your legs while they decide who goes next? 5 THE WITNESS: Yeah. If they have to get 6 somebody else. 7 MS. GROSS: Yeah. Let's go ahead and go 8 off the record. 9 THE VIDEOGRAPHER: Going off the record. 10 The time is 2:55 p.m. Greenwich Mean Time. 11 (A recess was taken from 12 9:55 a.m. to 10:22 a.m.) 13 THE VIDEOGRAPHER: We are back on the 14 record. The time is 3:22 p.m. Greenwich Mean Time. 15 EXAMINATION 16 BY MR. BENTON: 17 Q. Mr. Murphy, I think it's my turn. My name is 18 Jason Benton. It's good to see you this morning. 19 A. Same here, but where are you at? 20 Q. I'm in North Carolina. 21 A. I don't see you on my screen. 22 MS. GROSS: He can't see your face on the 23 computer. 24 Mr. Murphy, if you hover -- do you see 25 like a strip of people's faces on the side?
Page 390 1 reason to go in that area. 2 Q. Yes, sir. 3 Mr. Murphy, let me ask you: Is there 4 anything else about your work at the Bowater plant that 5 you specifically remember that you have not told me 6 about this morning? 7 MS. GROSS: Object to form. 8 A. Not as of know of. 9 Q. (By Mr. Meacham) Let me ask you just a couple 10 of questions, Mr. Murphy. And I apologize if these are 11 repeats. 12 At this time, do you have any plans for 13 any type of surgical procedures? Have your doctors told 14 you you need any type of surgery? 15 A. Already done it. 16 Q. Already done it. So, as we sit here today on 17 whatever the date is, May 7th, you don't have any 18 additional plans right now for surgery? 19 A. No. No. They give me two weeks about two 20 months -- about four months ago that I'd be in the 21 ground in two weeks, but the good Lord has kept me here. 22 MR. MEACHAM: Very good. Mr. Murphy, 23 thank you so much for your time this morning. I may 24 have some more questions for you a little bit later in 25 this process, but I really appreciate -- I appreciate	Page 392 1 THE WITNESS: It's on the top. 2 MS. GROSS: Oh, okay. If you scroll over 3 where you see an arrow -- it looks like somebody is 4 there helping you. 5 He just wants to see your face, Jason. 6 That's all. 7 MR. BENTON: Understood. 8 Can you see me now, sir? 9 THE WITNESS: Not yet. 10 MS. DUDLEY: It's not letting him go over. 11 MS. GROSS: If you hover over either end 12 of the strip of faces, either that or go into full 13 screen -- 14 THE WITNESS: I don't see but two women 15 and me. 16 MS. GROSS: Marian, is the video taking up 17 his entire screen or is it a little window? 18 MS. DUDLEY: There he is (indicating). 19 MS. GROSS: You got it? 20 THE WITNESS: Yeah, if he'll stay there. 21 Q. (By Mr. Benton) All right. Mr. Murphy, I 22 have -- I've attended the other days of your 23 depositions, so I have a lot of the information I need, 24 but I do have some follow-up questions for you, sir. 25 A. Okay.

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Page 393 1 Q. And my questions are, for the most part, sir, 2 going to be similar to ones that you just heard from 3 Mr. Meacham, but I'm going to be asking you about the 4 Sutton plant. Okay? 5 A. All right. 6 Q. And that Sutton plant is the plant in 7 Wilmington, North Carolina, right? 8 A. Yes. 9 Q. All right, sir. My understanding from your 10 prior testimony is that the first time you went to 11 Sutton, you worked a weekend shutdown; is that correct? 12 A. Yes. 13 Q. And then two to three weeks after that first 14 weekend, you went back to Sutton for another weekend; is 15 that correct? 16 A. It might have been longer than that, but it was 17 another weekend. 18 Q. And when you say "longer than a weekend," do 19 you think maybe a day or two longer or longer than that? 20 A. No. I said: Between the first shutdown and 21 the last one, that might be six months. 22 Q. All right. Let me make sure I understand you. 23 The prior testimony you gave that I recall 24 was that you worked two weekends and then you worked a 25 six to eight-month period at Sutton; is that correct?	Page 395 1 can for a moment, sir, about the -- the first weekend 2 you worked at Sutton. Okay? Similar to your prior 3 testimony with respect to Bowater, would you have worked 4 on a Saturday and Sunday for that first weekend? 5 A. Yes. 6 Q. Would you have worked -- would you have worked 7 any other days that weekend, that first weekend? 8 A. No. 9 Q. And that first weekend at Sutton, did that 10 occur after the last time you were at Bowater? 11 A. Yeah. 12 Q. Did that occur after you had already started at 13 Arthur Farms? 14 A. Yes. 15 Q. And sir, if -- if you can, who do you recall 16 your employer being during that first weekend shutdown? 17 Was it Brown & Root or Daniels? 18 A. I guess it had to be Brown & Root. 19 Q. Do you know, one way or another? 20 A. No. 21 Q. And can you tell me what type of work you were 22 doing that first weekend at Sutton? 23 A. Removing the pipe, some pipe -- small pipes, 24 replacing them -- replacing some small four to six-inch 25 pipes. Replacing them with new pipe.
Page 394 1 A. Yeah, but the first two shutdowns, it wasn't 2 just two weeks apart. It might be a month apart. It 3 might have been two months apart. But then, when I went 4 back the third time, we done a long shutdown. In fact, 5 we almost rebuilt the plant. 6 Q. All right. I think I understand. 7 So the first -- you went one weekend and 8 then you returned for a second weekend, maybe a month or 9 two later. And then how long between that last weekend 10 and then the six to eight-month period that you worked 11 at Sutton? 12 A. Might have been a year. 13 Q. Was it any longer than a year? 14 MS. GROSS: Form. 15 A. Between the times I went back, I -- I 16 couldn't -- I couldn't say exactly. 17 Q. (By Mr. Benton) I understand. 18 Between that second weekend and that six 19 to eight-month period that you worked at Sutton, could 20 it have been two years in between or was it one to two 21 years in between? 22 A. One year. 23 MS. GROSS: Objection, form. 24 A. One to two. 25 Q. (By Mr. Benton) All right. Let's talk, if we	Page 396 1 Q. And can you describe for me how you did that 2 the first weekend you were at Sutton? 3 A. Well, the six-inch pipe was flange, had flanges 4 on them. We unbolted them, took them down. And the 5 small pipe, we just cut in two with a torch after we 6 removed the insulation off of that little space. We 7 just cut them in two and had a rope around them and let 8 them down on the floor. 9 Q. And did you remove insulation from pipes that 10 first weekend? 11 A. Just that little bit where we was cutting about 12 six inches. 13 Q. And how would you -- how would you do your 14 removal? 15 A. We had like a pries bar. We just stuck it in 16 there and just got enough insulation off of it, six, 17 eight inches long, and we removed that and we'd take the 18 torch and cut it in two after we had a rope around it. 19 Q. You did not install any new insulation, did 20 you? 21 A. No new insulation, no. 22 Q. And I think earlier in your testimony you 23 stated that you occasionally worked on generators and 24 turbines at Sutton; is that correct? 25 A. One. One generator.

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Page 397 1 Q. Okay. Did you work on a generator during that 2 first weekend at Sutton? 3 A. I don't -- I don't remember whether it was the 4 first weekend. 5 Q. Do you remember if your work on the generator 6 occurred during the second weekend or the longer six to 7 eight-month period or do you just not remember? 8 MS. GROSS: Object to the form. 9 A. I don't remember which one. I know we worked 10 on one, but I don't remember. 11 Q. (By Mr. Benton) What -- what type of work do 12 you recall doing on or near the generator, whenever that 13 was, at Sutton? 14 DEFENSE COUNSEL: Objection to form. 15 A. We -- we took the insulation off of the part we 16 were -- the flange part that we were taking out, took 17 the insulation off and took the pipe -- I just don't 18 remember. I don't remember. It's been 50 years ago. I 19 don't remember. 20 MS. GROSS: It's okay. 21 Q. (By Mr. Benton) Understood. That's all right. 22 I recall your testimony that a 23 superintendent spray-painted areas that he wanted you to 24 work on at Sutton; is that correct? 25 A. No. I don't remember no spray paint.	Page 399 1 Q. All right. Other than taking down the walls of 2 the building and putting up new, what else do you recall 3 doing during that six to eight-month period? 4 DEFENSE COUNSEL: Form. 5 A. There's a -- there's like a chimney inside, 6 about 4 foot high, and we took it -- took the sheet 7 metal from all the way around it, took the insulation 8 down and took everything down except the steel beams 9 that were put there. We put new insulation and new 10 sheet metal back up. 11 Q. (By Mr. Benton) So you recall removing 12 insulation on a chimney? 13 A. Yeah. I guess it was a chimney in there. It 14 was about four foot square, went all the way up, about a 15 hundred or so foot in the air. 16 Q. And did you put new insulation back on or did 17 someone else do that? 18 A. We put part of it on. The bottom part, we put 19 on, but it was flat sheets. We just stuck the -- we 20 just stuck a nail into -- I guess into it. 21 Q. Did you do any pipe work during the six to 22 eight-month period? 23 A. A little bit, not much. 24 Q. All right, sir. Of the types of work that 25 you've told me about that you did during that six to
Page 398 1 MS. GROSS: Yeah. I don't -- 2 A. I don't remember nothing about spray-painting 3 anything. 4 Q. (By Mr. Benton) Okay. Let's talk about your 5 work during the second weekend you were at Sutton. Was 6 it any different than your first weekend? 7 A. No. 8 Q. And did that also -- that work also occur on a 9 Saturday and Sunday? 10 A. Yes. 11 Q. All right, sir. And then when you returned to 12 Sutton for the six to eight-month period of work, can 13 you describe for me what you did during that period? 14 A. We took -- 15 DEFENSE COUNSEL: Form. 16 A. We took the sheet metal down on a lot of the -- 17 the walls in the plant, the smoke stack, the -- the 18 chimney. We took -- took down -- took the -- the metal 19 off of there and -- and handed it down to the floor. 20 And it was probably 60, 70 foot tall, but we lowered it 21 all down to the floor with a rope and we put new metal 22 back on when they got ready for it. 23 Q. (By Mr. Benton) And the sheet metal, are we -- 24 are you talking about the walls of the building? 25 A. Yes.	Page 400 1 eight-month period at Sutton, on which piece of work did 2 you spend most of your time, if you know? 3 A. I don't know. We worked on the -- worked on 4 the building all over. We might have been in this area 5 one day, and the next day, we were completely on the 6 other side. So we worked all over that whole plant, all 7 the way from the roof down to the floor. 8 Q. And did you do any outside work when you were 9 at Sutton during that six to eight-month period? 10 A. Just when we were working on the walls of the 11 building, that new -- new sheet metal on the outside. 12 Q. When -- when you did your chimney work and the 13 little bit of pipe work during that period, were the 14 walls already down? 15 A. No. The walls was still up. It was in -- 16 inside the building. 17 Q. I recall from your testimony on your first day, 18 in response to your attorney's questions, that there 19 were areas taped off at Sutton. You remember that? 20 A. Yes. 21 Q. And I believe your testimony was that a 22 superintendent told you not to go into those areas; is 23 that right? 24 A. We knew. We knew to check before you went into 25 there with the yellow and the black. You need to

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Page 401 1 check -- we had to check with the superintendent before 2 you went in there. 3 Q. And was that superintendent an employee of 4 Brown & Root or -- 5 A. Yes. 6 Q. -- Daniel? 7 A. Yes. 8 Q. And I know I asked you about your first weekend 9 at Sutton. During your second weekend, do you know 10 which one was your employer, Brown & Root or Daniels? 11 MS. GROSS: It's okay. 12 A. I believe it was -- I believe it was Brown & 13 Root. I had the same foreman, I know -- or it could 14 have been Daniels. I don't know. I don't know. 15 MS. GROSS: It's okay. 16 A. I went with whoever paid the most money. 17 Q. (By Mr. Benton) I understand. 18 And I understand that you may have the 19 same answer, but I need to ask: With respect to the six 20 to eight-month period, do you know whether your employer 21 was Brown & Root or Daniels? 22 A. Brown & Root. 23 Q. During your times at Sutton, could you see 24 anyone working on any cooling towers? 25 A. Yes.	Page 403 1 MS. GROSS: It's important. 2 Q. (By Mr. Benton) And earlier you testified 3 about safety meetings that your employer held for you at 4 Bowater. 5 Is it true that you also had similar 6 safety meetings held by your employer when you were at 7 Sutton? 8 A. Yes. Every Monday morning on any job I've ever 9 been on, every Monday morning was a safety meeting, 10 15-minute safety meeting. Unless somebody got hurt, 11 then it was longer. 12 Q. Okay. All right, sir. Give me just one minute 13 here. 14 (Brief pause in proceedings.) 15 Q. (By Mr. Benton) Am I correct that -- after 16 your last time at Sutton, that six to eight-month 17 period, am I correct that after that, you returned to 18 work at Arthur Farms? 19 A. Yes. 20 Q. Did you do any welding work at Arthur Farms? 21 A. Very little bit. 22 Q. What do you recall welding when you were there? 23 A. I was building tobacco trucks to pull behind 24 the tractor as you put the tobacco in in the field. 25 Q. And I'm jumping around just a little bit. I
Page 402 1 Q. Did that work occur on all three times that you 2 were at Sutton or just a few of those times? 3 A. The last. 4 Q. All right. And could you see what the workers 5 were doing on the cooling towers? 6 A. No. I -- it wasn't my job to see what they 7 were doing. 8 Q. And when you -- the times you went and worked 9 at Sutton, Mr. Murphy, did you bring your own tools with 10 you? 11 A. Yes. 12 Q. And did your employer inspect and supervise 13 your work? 14 MS. GROSS: Object to form. 15 A. Yes. He would come around and look at it and 16 see if that's what he wanted. And that was it. 17 Q. (By Mr. Benton) Do you recall having any 18 contact or communications with Sutton plant employees 19 while you were there? 20 A. No. No more than speaking "good morning" and 21 stuff like that. That's it. 22 Q. And maybe asking for where the bathroom was? 23 A. Yeah. You had to find out where the bathroom 24 is. 25 Q. I understand that.	Page 404 1 apologize. 2 I understood you also worked at the 3 Newport News shipyard at some point, correct? 4 A. Yes. 5 Q. Sir, do you know, one way or another, whether 6 you worked on or near asbestos while at that shipyard? 7 A. It was a brand-new plant. No asbestos nowhere 8 around where I was working. We was building the 9 overhead crane and building the brand-new foundation for 10 them to put the building on. It was a brand-new 11 construction zone. 12 Q. And then at some point during your time in 13 Virginia, you worked at the Possum Point power plant? 14 A. Yes. I was in the fab shop. No -- no 15 insulation whatsoever. 16 Q. Right. And I understand you didn't work on 17 insulation. My question for you is: Did you work or 18 see anyone working with insulation at Possum Point? 19 A. Probably about 200 yards away from where I was 20 at. 21 Q. And how long were you at Possum Point, sir? 22 A. Four months. 23 Q. All right. Bear with me. I'm almost finished, 24 sir. 25 (Brief pause in proceedings.)

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Page 405 1 Q. (By Mr. Benton) And do you recall any of your 2 supervisors with either Brown & Root or Daniels while 3 you were at Sutton, sir? 4 A. No. All of them is -- all of them is dead, but 5 I couldn't tell you the names. 6 Q. All right. And did your -- am I correct that 7 your brother, Graham, worked with you at Sutton? 8 A. No. 9 Q. Okay. 10 A. Worked with me at Bowater. He was on all three 11 jobs at Bowater. 12 Q. But Graham did not work at Sutton? 13 A. No. 14 Q. What about Hoppy Jones, Sr., did he work with 15 you at Sutton? 16 A. Yes. 17 Q. All right. Did he work every time you were 18 there or just on some of the three visits? 19 A. Every time, I was right beside him. I could 20 look around and touch him. We worked together. 21 Q. Did he do similar work to you? 22 A. Yes. 23 Q. And same questions with Hoppy Jones, Jr. 24 A. Yes. 25 Q. Did he work with you during all three visits at	Page 407 1 For now, those will be my questions. Thank you, sir. 2 THE WITNESS: Thank you. 3 EXAMINATION 4 BY MR. ELLIOTT: 5 Q. Mr. Murphy? 6 A. Yeah. 7 Q. Good morning. James Elliott here. Can you 8 hear me? 9 A. Yes, sir. 10 Q. Okay. I'm going to ask you about a few folks, 11 and tell me if you've ever worked with them at the 12 Bowater plant. 13 A fellow by the name of David Rawlins, did 14 you ever work with him? 15 A. Not as I know of. 16 Q. Fair enough. How about Robert Ashworth? 17 A. Nope. 18 Q. How about Denver Taylor? 19 A. No. The first name don't ring a bell. 20 Q. Okay. How about Teddy Green? 21 A. No. 22 Q. How about James Michael Hill? 23 A. You're calling some names I don't know. I 24 never heard tell of it. 25 MS. GROSS: It's okay.
Page 406 1 Sutton? 2 A. Yes. 3 Q. And did he work near you, just like Hoppy, Sr., 4 did? 5 A. Yes. 6 Q. And forgive me if you answered this already, 7 sir, but did Gilbert Jones also work with you during 8 those three times at Sutton? 9 A. No. He was a -- he -- he worked on it a couple 10 of times. He was a full -- he wouldn't do nothing but 11 insulation. He wouldn't do no other kind of work. 12 Q. Was -- was he at Sutton the same times you 13 were? 14 A. Yeah. 15 Q. All three times? 16 A. Yeah -- not all three. Two times. 17 Q. Do you remember -- 18 A. The two short times. 19 Q. Got you. 20 Were you able to see where he was working 21 when you were there those first two weekends? 22 A. I knew where he was, yeah. I could -- I seen 23 where he went, but I wasn't real close to him. 24 MR. BENTON: All right, sir. Mr. Murphy, 25 I really appreciate your patience with me this morning.	Page 408 1 Q. (By Mr. Elliott) No, that's okay. I didn't 2 expect you to. I'm just trying to make sure, right? 3 A. No. I didn't know none of them. 4 Q. Okay. And then James Sizemore, ever heard of 5 him? 6 A. No. 7 Q. How about Charles Hopper? 8 A. No. 9 Q. Okay. How about a -- I don't have a first name 10 but a Mr. Howe, H-o-w-e. Ever worked with somebody 11 named Howe? 12 A. No. Robert Powell? You said: Powell? 13 Q. No, Howe, H-o-w-e. 14 A. No. 15 DEFENSE COUNSEL: James, it's Wayne Howe. 16 MR. ELLIOTT: Oh, sorry. Thanks. 17 Q. (By Mr. Elliott) Wayne Howe? 18 A. No. 19 Q. All right. And briefly, at the Bowater plant, 20 you described earlier today the work that you performed 21 at Bowater on what sounded like it was two or three 22 weekends during shutdowns. 23 Am I correct to understand you did not 24 work with valves during those shutdowns at Bowater? 25 A. I worked on a valve at one -- at one shutdown.

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Page 409 1 I don't remember which one where I worked on one. 2 Q. Got it. 3 A. That one shutdown. 4 Q. You worked on a valve on one shutdown? 5 A. Yes. 6 Q. Got it. 7 Do you remember -- 8 A. I don't remember which one. 9 Q. Do you remember what you did to the valve? 10 A. Yes. I took the flange off the end of it. It 11 wasn't about 12, 14 inches long and threw it away 12 because it was -- it was rusty and I put a new one in 13 its place. 14 Q. Having a little bit of trouble hearing you. 15 You threw away the old valve? 16 A. That's right. 17 Q. Did someone else put in the new valve? 18 A. No, we put it in. I put it in, me and my 19 helper. 20 Q. You and your helper. I got you. 21 And do you -- do you remember what type of 22 valve it is, be it like a ball valve or a gate -- 23 A. It was a gate valve. 24 Q. It was a gate valve. 25 And do you remember how it was attached to	Page 411 1 MR. WILSON: This is Larry Wilson. I can 2 ask questions, if you're ready to keep going. 3 MS. GROSS: Do you need a break, 4 Mr. Murphy, or are you good to keep going? 5 THE WITNESS: No, we'll keep on getting. 6 MS. GROSS: All right. 7 EXAMINATION 8 BY MR. WILSON: 9 Q. Can you hear me okay, sir? 10 A. Yes. 11 Q. Thank you. 12 Do you have the newspaper in your hand? 13 A. No. We don't even take the newspaper. My wife 14 does, but when she gets through with it, she throws it 15 right in the trash. 16 Q. You don't read it? 17 A. No. I don't even care enough. I see enough on 18 TV. 19 Q. Okay. Did you ever at any time read the 20 newspaper? 21 A. I used to, before TV come out. 22 Q. And what years would that have been? 23 MS. GROSS: If you remember. 24 A. I don't remember. It must have been 50, 25 60 years ago.
Page 410 1 the pipe? Was it threaded or welded or flanged? 2 A. It was flanged. 3 Q. Okay. And do you remember -- okay. Do you 4 remember the size of the valve? 5 A. I think it was a six-inch valve. 6 Q. One more time. I'm sorry. I couldn't hear 7 you. 8 A. Six or eight-inch. I don't remember what size. 9 Q. Six or eight-inch. Okay. Great. And did 10 you -- okay. 11 MR. ELLIOTT: Okay. Fair enough. That's 12 all the questions I have. Thank you. 13 THE WITNESS: Thank you. 14 MS. GROSS: Thank you. 15 Who's next? Next victim? 16 THE WITNESS: I believe the names you were 17 calling, some of it was made up. 18 MR. ELLIOTT: What was that? 19 THE WITNESS: The names you were calling, 20 you just made them up. 21 MS. GROSS: You never can tell, right? 22 MR. ELLIOTT: You don't trust me? 23 THE WITNESS: I never heard tell of them. 24 MS. GROSS: Who else has questions for 25 Mr. Murphy today?	Page 412 1 Q. (By Mr. Wilson) Okay. Do you watch the TV 2 news at your house? 3 A. No. When it come on, I cut it off. I don't 4 need to hear what they got to say. 5 Q. Especially these days, right? 6 A. That's right. 7 Q. Do you listen to the radio at home? 8 A. No. Just when I'm in the shop, I put it on the 9 music, slow music, but that's it. 10 Q. Who taught you to weld? 11 A. I guess I did in my shop. It looked so easy 12 when my brother was doing it, it was so easy, so I 13 learned myself how to do it. 14 Q. And that was before you went out to the 15 different sites, you had taught yourself -- (connection 16 interruption)? 17 A. Oh, yeah. I was welding a long time before I 18 went on a public job. 19 Q. Who taught you how to remove insulation? 20 A. Nothing. I just -- whenever it come time, I 21 just done what had to be done and I just said: Well, 22 I'll get me a crowbar. 23 But there wasn't no crowbars around, so I 24 took a piece of flat bar, half-inch, and made it sharp 25 on one end and stick it in the insulation and pries it

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Page 413 1 up and get it off of it. 2 Q. Did you come up with that idea or were the 3 other workers doing that also? 4 A. No. I -- I don't know what -- I think they had 5 bought a tool to do it, but I made one just as good. 6 Q. Mr. Murphy, have you ever filed a workers' 7 compensation claim? 8 A. I might -- I might have when I was working with 9 Ray Brown & Root down the Texas gulf. 10 Q. What was your -- the injury that you might have 11 had for that? 12 A. I had a guy running a dozer to push me off a 13 high wall and I was running a pan. He pushed me off a 14 high wall and I -- the pan turned over. And it took me 15 about 30 minutes to dig out, dig through the sand to get 16 out of the cab. 17 Q. All right, sir. Forgive me for not 18 understanding entirely, but did a bulldozer knock the 19 machine you were operating over? 20 A. Yeah, turned it over in a big ditch. 21 Q. Okay. And did you break any bones or have an 22 injury? 23 A. No. My back was messed up for about two months 24 or so. 25 Q. Okay. And you're not sure whether you file --	Page 415 1 Q. Okay. But normally, if you did want something, 2 she would be the person that cooks? 3 A. Yes. 4 Q. She doesn't depend on you to cook meals in the 5 house, correct? 6 A. I used to -- before I got sick, I used to cook 7 three times a day. 8 Q. What about -- what about cleaning? 9 A. I cleaned up, too. Ever what room needs 10 cleaning, that's where I'll be. 11 Q. Does your wife do cleaning also? 12 A. Not now she don't. 13 Q. And -- and not now because why? 14 A. She's sick. She's got cancer. 15 Q. Does your wife bathe herself? 16 A. Yes. 17 Q. Okay. And she can use the restroom by herself? 18 A. Yes. 19 Q. She doesn't depend on you for those types of 20 things? 21 A. No. Sometimes the daughters will come over and 22 help her out. 23 Q. Does she dress herself? 24 A. Yes. 25 Q. And she can manage purchases or go to the store
Page 414 1 whether you filed any workers' compensation or not? 2 A. I don't know. I'm usually not the kind to do 3 that kind of stuff. I don't -- I don't remember. 4 Q. Okay. How about -- have you ever filed a claim 5 for disability? 6 A. No. 7 Q. You've never filed a lawsuit before, right? 8 A. No. 9 Q. Your wife, you said, won't let you go outside 10 to your wood shop. 11 A. She thinks I'm going to turn a plant or 12 something over and make a lot of dust, and I just had a 13 \$36,000 operation at the hospital. She don't want me -- 14 (connection interruption). She watches me just like a 15 hawk. 16 Q. Okay. Does your wife do -- does your wife do 17 your laundry? 18 A. Yes. 19 Q. Okay. 20 A. And my daughters do now because my wife is 21 sick, too. 22 Q. Okay. For example, like, did your wife cook 23 breakfast this morning? 24 A. No. She offered to cook, but I told her I 25 didn't want nothing to eat.	Page 416 1 by herself? 2 A. She usually goes with me. I'll carry her to 3 the store, but I don't go in the store. My wife won't 4 let me drive to the store no more. 5 Q. Right. None of us are going to the store too 6 much these days. 7 A. That's right. 8 MS. GROSS: Nope. 9 Q. (By Mr. Wilson) Can you think of any medical 10 supplies that your wife has had to rent or purchase for 11 her condition or is she pretty much self-sustaining? 12 A. I believe she's self-sustaining right now. 13 We've got an oxygen machine. She'll use it. Sometimes 14 I'll use it. Same one. 15 Q. Okay. 16 A. Hospice is taking -- has been furnishing me 17 stuff. 18 Q. Okay. Just a couple of things here. I 19 understand -- has it been your wife that's with you in 20 the room during this deposition? 21 A. That's my daughter. 22 Q. Your daughter has been. Okay. And what's her 23 name? 24 A. Marian. Marian Dudley. 25 Q. D-u-d-l-e-y?

Page 417 1 A. Yes. 2 Q. And has she been in the room while you've been 3 giving testimony? 4 A. No. She's in the den. 5 Q. She's the one with the electronic smarts that 6 comes and helps you put on mute and -- 7 A. That's right. I don't -- this computer, I've 8 got one I hadn't turned it on in 10 years. 9 Q. Right. 10 MS. GROSS: I don't know how to use my 11 computer either. 12 Q. (By Mr. Wilson) The papers that you have in 13 front of you there while you've been testifying, I know 14 you have the map of Bowater. 15 A. Yes. 16 Q. Do you have any other papers that you've been 17 looking at? 18 A. No. No, I don't. Just that Bowater map was 19 the one to see where the 1 and 2 was and the 3, the 20 last -- the last paper mill was way over from -- 21 (connection interruption). 22 MS. GROSS: You're good. 23 Q. (By Mr. Wilson) When is the last time you 24 talked to Hoppy Jones, Jr.? 25 A. Probably about two -- two (connection	Page 419 1 Q. (By Mr. Wilson) You talked about the 2 difference between the asbestos-containing and the 3 nonasbestos-containing insulations that you worked with. 4 And my question for you is: Is there any 5 type of insulation that you worked with that you believe 6 you cannot tell the difference between 7 asbestos-containing and nonasbestos-containing? 8 MS. GROSS: Object to form. 9 A. I don't know. I believe I can tell asbestos 10 from any of them. 11 Q. (By Mr. Wilson) Okay. And that's because you 12 can tell from feeling it and seeing it? 13 A. That's right. Feeling it. 14 Q. Your work at Sutton -- okay. You talked about 15 the first two weekends. What were your -- your hours 16 during that Saturday and that Sunday? Was it eight-hour 17 shifts? 18 A. First started off on that and then we went 19 to 10. The second shift, from then on, was 10 hours a 20 day. 21 Q. Okay. So the first -- when you first showed up 22 at Sutton, it was eight hours? 23 A. First eight hours, the first shutdown. 24 Q. Okay. 25 A. And then 10 hours every shift from then on.
Page 418 1 interruption). 2 Q. I'm sorry. Can you say it again? 3 A. Two years ago. 4 Q. Two years? 5 A. I saw him at Walmart. 6 Q. And what about Hoppy Jones, Sr.? 7 A. I hadn't seen Hoppy in about five years. 8 Q. Do you know either of the Hoppy Jones's legal 9 names, what their first name would be? 10 A. Hoppy is their first. 11 Q. Oh, wow. Okay. And do you know what cities 12 they live in? 13 A. Vanceboro. 14 Q. V-a-n-c-e berg? 15 A. Vanceboro. 16 MS. GROSS: Boro. Vanceboro? 17 THE WITNESS: Yeah. 18 MR. WILSON: Boro. Okay. Thank you. 19 Q. (By Mr. Wilson) Do you know if Hoppy 20 Jones, Jr., or Sr. have testified before? 21 A. No, I don't think so. I don't want to -- 22 Q. Do they have any health problems or breathing 23 problems that you know of? 24 MS. GROSS: Object to form. 25 A. I don't know.	Page 420 1 Q. Okay. And all of the insulation you talked 2 about removing at Sutton, that was the six or 3 eight-inch-diameter pipe insulation? 4 A. Yes. There were -- 5 Q. And you -- 6 MS. GROSS: He's not finished. 7 A. 18-inch pipe -- no, that was at Bowater. But 8 the six-inch valve is the only insulation we took off at 9 Sutton. 10 Q. (By Mr. Wilson) Okay. So the pipe insulation 11 that you took off at Sutton was six inches. The pipe 12 was six inches in diameter? 13 A. Yeah. 14 Q. Okay. Any other size insulation that you took 15 off at Sutton? 16 A. Not as I can remember. 17 Q. Okay. And all of the insulation that you 18 worked with or around at Sutton was on those six-inch 19 pipes? 20 MS. GROSS: Object to form. 21 A. No. It was on all the pipes. I just worked on 22 that -- that six-inch -- six or eight, ever what it was. 23 Q. (By Mr. Wilson) I know you talked about 24 Brown & Root and you said maybe Daniel while you were at 25 Sutton. Do you recall how many foremen you had when you

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Page 421 1 were working at Sutton? 2 MS. GROSS: Object to form. I think he 3 told us already, but -- 4 A. I had one foreman and one superintendent on 5 each -- each time I was at Daniels and each time I was 6 at Sutton. 7 Q. (By Mr. Wilson) At Sutton. Okay. And the 8 super -- you called it a "superintendent"? 9 A. Yes, he was a -- he was over all of us. 10 Q. Okay. And is that a different person than your 11 super -- a supervisor or is that the same person? 12 A. No. He's a different person. The 13 supervisor -- the foreman is -- told us what to do. 14 He'd tell the foreman and everything and then they'd 15 come and tell us what we had -- we had to do. 16 Q. All right. Let me make sure I understand. 17 You have -- at Sutton, when you worked 18 there, you had a foreman over you? 19 A. Yes. 20 Q. And a superintendent over the foreman? 21 A. Yes. 22 Q. And who was on-site that was higher ranking 23 than the superintendent? 24 A. Nobody. 25 Q. Okay. And which of those people was considered	Page 423 1 Q. Okay. Before you started your work, when you 2 showed up at the Sutton plant, did Brown & Root give you 3 some type of briefing or explanation of what you'd be 4 doing? 5 A. Yes. They told us what we had to do. 6 Q. And -- and what was it they told you you had to 7 do, just remove the insulation and -- 8 A. No. I had to take some pipe down and replace 9 the pipe from the -- 10 Q. Did they -- 11 MS. GROSS: He's not done. 12 Q. (By Mr. Wilson) I'm sorry. I didn't interrupt 13 you intentionally. I hope not. 14 A. Some of us would be boiler and some of us would 15 be pipe fitting. That's it. 16 Q. Did Brown & Root show you how to do your job at 17 Sutton? 18 A. No. They just pointed and told us what we 19 needed to do. We knew how to do it. 20 Q. Did you read any of the labels on the boxes or 21 materials for the stuff you worked with at Sutton? 22 A. No. 23 Q. I'm going to show you a couple documents here, 24 so you'll see them pop up on your screen. Okay? 25 A. All right.
Page 422 1 the safety man at Sutton? 2 A. The superintendent. 3 Q. And that's for Brown & Root, right? 4 A. Yes. He'd come around and check on us, see 5 what was happening. 6 Q. Was it the superintendent that conducted the 7 safety meetings on Monday mornings? 8 A. Yes. Yes. 9 Q. And you can't identify the name of any 10 manufacturer of equipment that you may have worked on or 11 around at Sutton, true? 12 A. No. 13 Q. Is that true, that you can't identify any 14 manufacturer at Sutton? 15 A. Been too long. 16 Q. Okay. I'm going to ask you again only because 17 I didn't get to hear your answer. I was talking over 18 you, I think. 19 A. Okay. 20 Q. You cannot identify the name of any 21 manufacturer that you worked on or around their 22 equipment at Sutton, correct? 23 A. No. 24 Q. No, you cannot identify? 25 A. No. I don't remember.	Page 424 1 (Exhibit 9 to be marked.) 2 Q. (By Mr. Wilson) All right. Are you able to 3 see that okay (indicating)? 4 A. I can see it, but -- 5 MS. GROSS: So I'm going to make -- Larry, 6 if you were -- I believe you were here. I'm going to 7 make a similar record that I did with the other lawyer 8 who was showing documents. 9 To the extent that Mr. Murphy has not seen 10 this document, which I highly doubt he has, and you're 11 going to be asking him any opinion testimony about it, 12 he's not the proper witness for that and we're just 13 going to make our record for that. 14 MR. WILSON: Okay. Thank you. 15 THE WITNESS: I don't -- I can't even see 16 the writing. 17 MR. WILSON: I'll zoom in for you here. 18 Q. (By Mr. Wilson) All right. Do you see at the 19 top here, sir, it says: Brown & Root? 20 A. Yes, I can see that. 21 Q. It says: Office memo, under that. 22 A. Right. 23 Q. The date is April 27th, 1971. And that's well 24 before you started working with Brown & Root, right? 25 MS. GROSS: Object to form.

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Page 425 1 A. I'd been working with Brown & Root for a long 2 time before (connection interruption). 3 Q. (By Mr. Wilson) I'm sorry. At Sutton. 4 A. Oh, no. No. 5 Q. Okay. And the subject of the letter here is: 6 Safety and Health Regulations for Construction. 7 And it's from Harry Austin. Do you know 8 who Harry Austin is? 9 A. No. 10 Q. You never heard that name when you were working 11 with Brown & Root? 12 A. No. 13 Q. It says here: Attached is a copy of the rules, 14 regulations and standards for the Construction Safety 15 Act (federally assisted construction), which also will 16 be the standards for private construction under the 17 Occupational Safety and Health Act that is effective 18 April 28th, 1971. 19 You see that? 20 A. Yes, I see it. 21 Q. All right. My question to you is: I know you 22 talked about you had never been taught how to work under 23 OSHA rules and regulations from your employer, but had 24 you ever heard of the term "OSHA" when you were working? 25 MS. GROSS: Object to form.	Page 427 1 Q. Okay. I'm going to ask you -- down here 2 (indicating), it says: See that all of your supervisors 3 familiarize themselves with all of the standards and 4 that each craft supervisor is thoroughly briefed on the 5 sections pertaining to his particular craft. 6 You see that? 7 A. Yes. 8 Q. What would you consider or what would you say 9 was your craft when you worked at Brown & Root? How 10 would you describe it? 11 A. I was a welder part of that. Heavy equipment. 12 But that -- that -- the writing there never come out of 13 the office, as I knew it. It stayed in the office. 14 Q. Okay. So this information you're seeing about 15 OSHA and complying with these standards, that -- that 16 word never got past the office and to the workers? 17 MS. GROSS: Object to form. He has no 18 idea. 19 A. I don't know. I understand now, when you go to 20 get hired and get on, you have to take that test, but 21 you've got to sign a piece of paper stating that you've 22 read all this stuff. But when I went to work, you 23 didn't. 24 Q. (By Mr. Wilson) I guess I'm trying to follow 25 up on when you say it didn't leave the office. Are you
Page 426 1 A. No, we didn't. There wasn't no -- there wasn't 2 no such word as that while I was working. 3 Q. (By Mr. Wilson) Okay. 4 A. There might have been in the office. Not in 5 the field. 6 Q. It might have been what? 7 A. There might have been OSHA in the office, but 8 it wasn't in the field where I was at. 9 Q. Okay. And so, when you worked at Weyerhaeuser 10 and Bowater and Sutton for your -- during your career, 11 you had never even heard of OSHA; is that right? 12 MS. GROSS: Object to form. 13 A. That's right. 14 Q. (By Mr. Wilson) The first line of the second 15 paragraph here says: Management has determined that we 16 will comply with these standards immediately. 17 Do you remember a time when you were 18 working with Brown & Root where their management had the 19 work practices changed or they started telling you 20 different things to do -- different ways to do things? 21 MS. GROSS: Object to form. 22 A. No. 23 Q. (By Mr. Wilson) Okay. 24 A. Everything was working fine the way you were 25 doing it. Keep on doing it.	Page 428 1 saying the information about OSHA didn't leave the 2 office and get to the workers? 3 MS. GROSS: Object to form. 4 A. That's right. 5 Q. (By Mr. Wilson) You said: That's right, sir? 6 A. Yes. 7 Q. Do you remember any of the superintendents 8 during their safety meetings on Monday mornings reading 9 from any documents or having a safety folder? 10 A. No. No. 11 Q. Why do you laugh, sir? 12 A. Because it's funny. Safety will tell you what 13 they want -- they wanted you to know and that was it. 14 After you get to laying on it, and your foot won't go. 15 You just need to go on a construction job 16 and see the way it was run. 17 MS. GROSS: Hey, Larry. In about five to 18 seven minutes or so, we've been going about an hour, so 19 we should talk about taking a break. 20 MR. WILSON: I'll welcome a break anytime 21 you guys are ready. 22 THE WITNESS: Okay. 23 Q. (By Mr. Wilson) You want to take a break, 24 Mr. Murphy? 25 A. Might as well.

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Page 429 1 MR. WILSON: Okay. 2 THE VIDEOGRAPHER: Going off the record. 3 The time is 4:14 p.m. Greenwich Mean Time. 4 (A recess was taken from 5 11:14 a.m. to 11:29 a.m.) 6 THE VIDEOGRAPHER: We are back on the 7 record. The time is 4:29 p.m. Greenwich Mean Time. 8 MR. WILSON: I'm going to mark the exhibit 9 we just looked at. I'm happy to flash it back up again, 10 Rachel, if you need to see it again, though. 11 MS. GROSS: I don't need to see it again 12 unless you're asking more questions about it. 13 MR. WILSON: No. I just want to mark it 14 as an exhibit. 15 MS. GROSS: No, I figured. Thanks for 16 checking. 17 MR. WILSON: Okay. Jamie, can you give me 18 what exhibit we're on? 19 THE REPORTER: Number 9 would be next for 20 defense exhibits. 21 MR. WILSON: Okay. Thank you. Bear with 22 me. 23 Q. (By Mr. Wilson) All right, Mr. Murphy. We 24 should have another one-page document that popped up in 25 front of you there.	Page 431 1 anybody is working with asbestos at Sutton? 2 A. No. 3 MS. GROSS: Object to form. 4 Q. (By Mr. Wilson) Okay. The next sentence here 5 says: We need to take dust samples at these work areas 6 to be sure we are within the permissible limits of five 7 asbestos fibers per cubic centimeter of air. 8 And you don't recall Brown & Root ever 9 taking dust samples in your work areas, correct? 10 A. No. 11 MS. GROSS: Form. 12 Q. (By Mr. Wilson) I'm going to scroll down a 13 little bit here and ask you if you remember seeing any 14 of these other things. 15 In the same memo, it says: Where we are 16 exceeding this limit, special physical examinations are 17 required along with ventilation controls, Bureau of 18 Mines-approved respirators, special clothing and change 19 room, etc. 20 You see that? 21 A. I see it. 22 Q. Okay. When you worked for Brown & Root, did 23 they ever give you special clothing to do your work in? 24 A. No. 25 Q. Did they ever give you a change room where you
Page 430 1 MS. GROSS: So same objections I had 2 before. For the sake of the court reporter, I won't 3 repeat them, but same objections that I'll have for any 4 document Mr. Murphy has never seen before. 5 Q. (By Mr. Wilson) You see this one (indicating), 6 sir? 7 A. I see it, yes. 8 MR. WILSON: Okay. I'm going to mark this 9 as Exhibit 10. 10 (Exhibit 10 to be marked.) 11 Q. (By Mr. Wilson) Now, at the top, it says it's 12 an office memo from Brown & Root, right? 13 A. Yes. 14 Q. And the title is OSHA Safety Memo #25, date, 15 November 7th, 1972. What I want to ask you is -- in the 16 first sentence here, it says: Because of the stringent 17 federal safety and health regulations, Section 1910.93-a 18 on asbestos, this office needs to know in advance the 19 locations of all jobs where any of our employees (or 20 subcontractors) are either working with asbestos or 21 being exposed to airborne asbestos fibers. 22 Do you see that? 23 A. Yes, I see it. 24 Q. Do you recall anybody from Brown & Root ever 25 coming and taking inventory or asking questions if	Page 432 1 could change your clothes for your work for the day and 2 then change out at the end of the day? 3 A. No. 4 Q. Were you ever given a Bureau of Mines-approved 5 respirator? 6 A. No. 7 Q. Or any respirator at all? 8 A. No. 9 MS. GROSS: Form. 10 Q. (By Mr. Wilson) Okay. And then here 11 (indicating), it says: Also, recordkeeping, warning 12 signs and employee notification are required. 13 Do you recall any type of recordkeeping, 14 warning signs or employee notification going on from 15 Brown & Root? 16 MS. GROSS: Object to form. 17 A. Nothing but the yellow tape. 18 Q. (By Mr. Wilson) Okay. And you described that 19 earlier, right? 20 A. Yes. 21 Q. It says: This is especially important where 22 spraying, demolition or removal of asbestos is involved. 23 You see that? 24 A. Yes. 25 Q. And you'll agree that you were involved in the

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Page 433 1 activity of spraying, demolition or removal of the 2 insulation? 3 A. Yes. 4 Q. And the last sentence here (indicating): 5 Please advise all of your job superintendents and 6 project managers of this requirement and have them 7 notify this office before any of the above work is 8 undertaken. 9 You see that? 10 A. Yeah, I see it. 11 Q. Do you remember any of your foremen or 12 supervisors notifying -- or were you privy to any 13 communications between your foremen or superintendents 14 notifying the head office at Brown & Root? 15 A. No. 16 Q. And it's signed by Tommy Chadwick, manager of 17 the safety department. Do you know who that is? 18 A. No, never heard of him. 19 Q. Okay. I'm going to scroll down here a little 20 further. And it says: Distribution, down here at the 21 bottom. 22 A. Yeah. 23 Q. I want you to look at the names at the bottom 24 of this Exhibit 10 and tell me if you recognize any of 25 these names from your work at Brown & Root.	Page 435 1 things that didn't come out of the Brown & Root office 2 and get passed down to the workers? 3 MS. GROSS: Objection to form. 4 A. Yes. That's right. 5 Q. (By Mr. Wilson) I'm sorry, sir? 6 A. None of them, no. 7 Q. Okay. We just -- 8 MS. GROSS: Mr. Murphy, can you tilt 9 the -- the bottom of your face is getting cut off in the 10 screen. We can't see your cute face. 11 (Witness complies.) 12 MS. GROSS: There we go (indicating). 13 THE WITNESS: How about now? 14 MS. GROSS: Now I can see your face. 15 MR. WILSON: All right. I'm going to give 16 you Exhibit 11 here. 17 (Exhibit 11 to be marked.) 18 MS. GROSS: Same objections I've had on 19 the last two documents, to the extent Mr. Murphy has 20 never seen this before, which I doubt he has. 21 Q. (By Mr. Wilson) Sir, I'm going to ask you 22 questions that aren't going to depend on you having seen 23 the document or not. Okay? 24 MS. GROSS: Well -- 25 A. All this paperwork, I've never seen any of it.
Page 434 1 A. (Witness perusing document.) 2 I don't recognize none of them. 3 Q. Okay. At the bottom, the last entry, it says: 4 Safety coordinators, supervisors and trainees. When 5 you -- when you worked at Sutton plant for Brown & Root, 6 you had a safety coordinator at this site, right? That 7 was your superintendent. 8 MS. GROSS: Object to form. 9 A. Yes. 10 Q. (By Mr. Wilson) I'm sorry, sir? 11 A. That was the supervisor, yeah. 12 Q. Okay. So the supervisor here would be the 13 safety man on the bottom right of the page? 14 A. I guess so. 15 MS. GROSS: Form. 16 Q. (By Mr. Wilson) And what about trainees? Do 17 you know if there were any trainees at Sutton? 18 A. No. 19 Q. I'm going to ask you one more question about -- 20 A. There wasn't no trainees. 21 MS. GROSS: You're good. He's looking at 22 something on his end. You're good, Mr. Murphy. 23 Q. (By Mr. Wilson) And when we're talking about 24 the ventilation controls and the special clothing and 25 the change room and the respirators, are those also	Page 436 1 MS. GROSS: Neither here nor there. Don't 2 worry about it, Mr. Murphy. 3 Q. (By Mr. Wilson) All right. Now, Exhibit 10 is 4 dated November 7th of 1972 -- 5 THE REPORTER: I think this is 11. 6 MR. WILSON: This is Exhibit 11 I have up 7 now. 8 THE REPORTER: Okay. Thanks. 9 Q. (By Mr. Wilson) Exhibit 10 was dated 10 November 7th, 1972. And this looks like it's about nine 11 days later, November 16th of '72. That's also titled: 12 Office Memo, Brown & Root. 13 It's addressed to B.W. Bryant. Do you 14 know who that is? 15 A. No. 16 Q. And it's from Tommy Chadwick. And the subject 17 is: OSHA Memo #22 and #25 Pertaining to Asbestos. 18 A. Okay. 19 Q. All right. It says: After distributing OSHA 20 Memo #25, we've been contacted by various production 21 divisions asking for information as to the exact program 22 we'll institute in order to comply with OSHA regulations 23 concerning asbestos. The following is for your 24 information and describe the plans -- or the plan, 25 rather -- describes the steps we plan to take initially.

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Page 437 1 Under Roman numeral I here, it says: We 2 have ordered two air-sampling units from DuPont which 3 should arrive any day now. Presently, we have 4 1-MSA unit at Southport, North Carolina. 5 Do you see that? 6 A. Yes, I see it. 7 Q. Okay. You know where Southport, North Carolina 8 is, right? 9 A. Yes. 10 Q. And that's where the Duke Sutton plant is, 11 correct? 12 A. The Sutton plant is in Wimbledon and then 13 there's a Southport about 40 miles on down the road at 14 Southport. 15 Q. I'm sorry. You said what is in Southport, 16 then? 17 A. Southport is at -- is that other plant, but 18 that's not -- that's not the Sutton plant. 19 Q. Okay. 20 A. The Sutton plant is in Wimbledon. 21 Q. Okay. And you said there's another plant in 22 Southport. Do you know which plant that is? 23 MS. GROSS: Form. 24 A. No. I've been to Southport and I've seen it. 25 I've seen the small stacks, so I know there's one there.	Page 439 1 Did Brown & Root tell you to do that when 2 you worked with insulation? 3 MS. GROSS: Object -- 4 A. No. 5 Q. (By Mr. Wilson) And they didn't require you to 6 do that? 7 A. No. 8 Q. Okay. Number 2 says: While spraying, 9 demolishing or removing, employees shall be provided 10 with respirators and special clothing. 11 And those are things that Brown & Root 12 didn't give you, correct? 13 A. That's right. 14 Q. Did Brown & Root launder any of your clothes 15 after you did work for them? 16 A. No. 17 Q. Okay. So, under Personal Protective Equipment 18 where it says: Laundering, that's something that you 19 didn't get from Brown & Root? 20 A. That's right. 21 Q. On Page 2 here -- I'll zoom in so you can see 22 better. Here's Page 2 of the November 16th, 1972 23 document (indicating). We're at Section D, 24 Environmental Monitoring, pertaining to asbestos. And 25 it says here: Samples to be taken over an eight-hour
Page 438 1 Q. (By Mr. Wilson) Okay. So, when they say: 2 Presently, we have 1-MSA unit at Southport, North 3 Carolina, that -- that would have been about 40 miles 4 from Duke Sutton? 5 A. Yes. 6 Q. All right. Under Roman numeral II here, it 7 says, among other things: We must take certain 8 measures, such as. 9 And under A, it says: Engineering 10 controls, local exhaust ventilation. 11 You see that? 12 A. Yes. 13 Q. When you were working for Brown & Root, did 14 Brown & Root give you local exhaust ventilation to use 15 when you were disturbing insulation? 16 A. No. 17 MS. GROSS: Object to form. 18 Q. (By Mr. Wilson) The next one says: Hand and 19 power-operated tools will have dust collectors. 20 Were you ever given a dust collector from 21 Brown & Root? 22 A. No. 23 MS. GROSS: Object to form. 24 Q. (By Mr. Wilson) Section B says: Work 25 practices. Work asbestos wet.	Page 440 1 period. 2 Do you recall Brown & Root taking asbestos 3 samples or air samples over an eight-hour period? 4 MS. GROSS: Form. 5 A. No. 6 Q. (By Mr. Wilson) "Caution signs shall be posted 7 at each location" is Number 3. Do you recall seeing 8 caution signs? 9 MS. GROSS: Object to form. 10 A. No, nothing but the tape and that wasn't a 11 caution sign. 12 Q. (By Mr. Wilson) Do you ever remember Brown & 13 Root telling you that you would have access to your 14 records? 15 A. No. 16 Q. Were you ever notified in writing that you were 17 exposed to asbestos? 18 MS. GROSS: Object to form. 19 A. No. I was wondering: What would you think? 20 You think I would have stayed there if I -- no. 21 Q. (By Mr. Wilson) Did Brown & Root ever provide 22 you with medical examinations? 23 A. No. 24 Q. Okay. 25 A. They'd check -- you had to go to the -- to the

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441 to 444

Page 441 1 office and check and see if you had all the things and 2 stuff that you could do the work, but that was it. 3 Q. Okay. And this is from Tommy Chadwick, manager 4 of safety department. You don't know who that is, 5 right? 6 MS. GROSS: Object to form. 7 A. No. 8 Q. (By Mr. Wilson) Other than the supervisor that 9 was at your job site, do you remember meeting or hearing 10 from anybody from the safety department at Brown & Root? 11 A. No. 12 MS. GROSS: Form. 13 MR. WILSON: I'm going to show you 14 Exhibit 12 that I'll mark, Jamie. Okay? 15 THE REPORTER: (Nods.) 16 (Exhibit 12 to be marked.) 17 MS. GROSS: Hang in there, Mr. Murphy. 18 MR. WILSON: Mr. Murphy, you let me know 19 if you need a break. Okay? 20 MS. GROSS: Same objections I've had on 21 the previous documents, especially given that I doubt 22 he's seen this document before (indicating). 23 Q. (By Mr. Wilson) Okay. Mr. Murphy, you let me 24 know when you need a break. 25 A. I'll let you know.	Page 443 1 a notification? 2 A. No. 3 MS. GROSS: Same objection. 4 Q. (By Mr. Wilson) And then it says: Also, 5 employees shall be notified in writing of corrective 6 action taken to eliminate overexposure. 7 You see that? 8 A. Yes. 9 Q. Has Brown & Root ever notified you in writing 10 of corrective action they've taken to eliminate 11 overexposure to asbestos? 12 A. No. 13 MS. GROSS: You still doing okay? 14 THE WITNESS: Yes. 15 MS. GROSS: Okay. Same objection as I've 16 had on the other documents. 17 MR. WILSON: I'm going to mark this as 18 Exhibit 13. 19 (Exhibit 13 to be marked.) 20 Q. (By Mr. Wilson) I'm going to show you this 21 document and ask you questions about work practices. 22 Okay? 23 This one is titled Office Memo, Brown & 24 Root, and it's dated April 5th, 1978. And it's to 25 Mr. Bill Lynch. Do you know who that is?
Page 442 1 Q. Okay. 2 A. Some of that -- all that paperwork, you might 3 as well throw it in the trash because I've never seen 4 it. Never. 5 Q. Okay. This Exhibit 12 is an office memo from 6 Brown & Root and it's dated January 9th, 1973. You see 7 that? 8 A. Yes, I see it. 9 Q. It's to the project managers and safety 10 supervisors regarding subject: Recordkeeping for 11 Asbestos. 12 And you had project managers and safety 13 supervisors at your job sites when you worked for 14 Brown & Root, right? 15 A. Yes. 16 Q. We talked about some of the other stuff in the 17 letters, so I'm going to ask you down here, in 18 Section 3, it says: Notification in writing of 19 overexposed employees to asbestos shall be made 20 immediately to the employee. 21 You never got a notification from Brown & 22 Root like that, right? 23 A. No. 24 MS. GROSS: Form. 25 Q. (By Mr. Wilson) No, you have not received such	Page 444 1 A. No. 2 Q. How about Carl Richardson? 3 A. No. 4 Q. Okay. And he says in the letter here: I am 5 enclosing a summary of the OSHA Asbestos Standard. In 6 this standard, there are two items that must be done 7 initially upon employee exposure to asbestos materials. 8 First, air monitoring to determine employee exposure is 9 a requirement. 10 And you've never seen any air monitoring 11 from Brown & Root at any of your jobs, correct? 12 A. No. 13 MS. GROSS: Object to form. 14 Q. (By Mr. Wilson) And it says: The sample 15 requires breathing zone sampling and area sampling to 16 establish a ceiling level and a time-weighted average of 17 exposure. The cost of this monitoring is expensive and 18 the amount depends on the magnitude of exposures -- of 19 exposure to our employees. 20 You see that there? 21 A. Yes. 22 Q. All right. Do you recall seeing at any of your 23 jobs with Brown & Root people wearing any type of 24 electronic device or canisters on their -- on their 25 belts or on their person?

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Page 445 1 A. I don't remember. 2 Q. Okay. All right. Down -- further down, it 3 says: The second point I would like to emphasize is the 4 medical surveillance requirements. The initial 5 examination is required upon the employees' assignment 6 to any exposure to asbestos fibers, whether it be above 7 or below the Threshold Limit Value. 8 You see that? 9 A. Yeah. 10 Q. Do you recall getting any type of examination 11 from Brown & Root before they sent you to the field to 12 start working? 13 A. No. 14 Q. Okay. And this is -- this document is a little 15 later than the others. It's from Carl Richardson, 16 industrial hygienist, safety and health department. 17 Do you recall having any interaction with 18 the industrial hygiene safety and health department at 19 Brown & Root? 20 A. No. 21 Q. And it was copied to Fred Salmon and Bert Hale. 22 Do you know who those people are? 23 A. No. 24 MS. GROSS: You still doing good, sir? 25 THE WITNESS: Yeah. I guess I'm going to	Page 447 1 A. Yeah, I see it. 2 Q. It's dated June 1, 1977. Did you have any 3 interaction, when you were at Sutton, with the safety 4 coordinator or any of the management at Duke? 5 A. No. 6 Q. Do you remember Duke telling Brown & Root how 7 things were going to be done when any work with asbestos 8 happened at their site? 9 A. No. 10 MS. GROSS: Object to form. 11 A. No. 12 Q. (By Mr. Wilson) And did they tell you -- did 13 Duke come tell you how to work with asbestos at their 14 site? 15 MS. GROSS: I don't think he heard your 16 question. 17 Q. (By Mr. Wilson) Oh, I'm sorry. Did Duke come 18 and talk to you and instruct you how work with asbestos 19 would be done when you were at their site at Sutton? 20 A. No. 21 Q. Sorry about missing that. I didn't hear you. 22 Okay. Let's zoom in here. Okay. And it 23 says: Steam Production Department, Safe Working 24 Practices when Working with Asbestos. 25 When you were at Sutton, that was a steam
Page 446 1 hang in there for a minute. 2 MS. GROSS: Do you want to take a break? 3 I know the documents kind of wear you out. Are you 4 okay? 5 THE WITNESS: No, we'll go ahead and get 6 through with it. 7 MS. GROSS: All right. 8 THE WITNESS: I don't know why he's asking 9 me stuff I've never seen before. 10 MR. WILSON: All right. I'm going to mark 11 Exhibit 14. 12 (Exhibit 14 to be marked.) 13 MS. GROSS: Same objections I've had to 14 all the other documents, just for the record, if 15 Mr. Murphy has never seen this before, which I doubt he 16 has. 17 Q. (By Mr. Wilson) Sir, I'm going to ask you: 18 When you worked at Sutton, were you given any safe 19 working practices to work with asbestos insulation? 20 A. No. 21 Q. The document here is from Duke Power Company, 22 Steam Production, and it's titled Safe Working Practices 23 when Working with Asbestos. And it's by W.F. Lark, 24 safety coordinator, steam production department. 25 Do you see that?	Page 448 1 production department, correct? 2 A. Correct. 3 Q. And the very first section says: The purpose 4 of this program is to provide guidance to the Duke Power 5 employees who are exposed to asbestos when performing 6 maintenance work in the steam-generating stations. 7 Okay. It talks about hand tools should be 8 used to cut, form or remove asbestos insulation. Wet 9 methods and various engineering methods and work 10 practices for work with asbestos insulation. Okay? 11 A. Yeah. 12 Q. Do you recall, when you were at Sutton, the 13 Duke employees doing their work any different than you 14 were doing yours? 15 MS. GROSS: Object to form. 16 A. No. I didn't really notice, just seen they 17 were working. 18 Q. (By Mr. Wilson) Were the Duke employees using 19 any water to wet down insulation before they touched it? 20 A. No, not as I know of. I didn't see them 21 squirting none on it. 22 Q. Did they have any different tools than the ones 23 you had? 24 A. Their tools might have been made a little 25 different, but that was it.

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Page 449 1 Q. Section 3.3.3 says: Removal of Asbestos. 2 It says: When removing asbestos 3 insulation, it must be handled carefully to prevent 4 fracturing and allowing the inner -- the dry inner block 5 to release asbestos fibers. 6 Do you see that? 7 A. Yes. 8 Q. Did anybody at Brown & Root or from Duke Power 9 ever come tell you that's how asbestos needed to be 10 removed at Sutton? 11 A. No. 12 Q. Okay. Would you say, when you were removing 13 insulation at Sutton, you were handling it carefully or 14 were you just using that pry bar still? 15 A. Using the pry bar, just getting it down. 16 Q. I'm going to ask you here, on Section 6, it 17 says: Caution Labels. 18 And it says in Number 2: The following 19 wording shall be printed on the caution labels. 20 And it says: Caution: Contains asbestos 21 fibers. Avoid creating dust. Breathing asbestos dust 22 may cause serious bodily harm. 23 Do you see that there? 24 A. Yes, I agree with that. 25 Q. Did you ever see such a sign when you were at	Page 451 1 MS. GROSS: Thanks. 2 MR. WILSON: Sorry about that. 3 MS. GROSS: I just wanted to see his face. 4 That's all. 5 THE WITNESS: Okay. 6 MS. GROSS: I missed you. 7 THE WITNESS: Thank you. 8 MR. WILSON: Thank you, Rachel. Thank 9 you. 10 Q. (By Mr. Wilson) When you -- when you went to 11 the doctor, did you learn that asbestos was dangerous at 12 that doctor visit? 13 MS. GROSS: Object to form. 14 A. Not the first time. The third time, when I 15 went back to the doctor. 16 Q. (By Mr. Wilson) It was your third doctor 17 visit? 18 A. Yes. He told -- 19 MS. GROSS: Go ahead. 20 A. The doctor told me, he said: We're going to 21 draw some fluid out. 22 This was the third time he drew the 23 fluid out and he drew three ounces of fluid off my 24 left lung. When he done that, he said: Mr. Murphy, we 25 can't draw no more. There's three times as much as we
Page 450 1 Duke Sutton? 2 A. No. 3 Q. At any time in your career, were you ever given 4 a respirator? 5 A. No, never on the job. Never had one from any 6 job. 7 Q. Were you ever fit-tested for a respirator? 8 A. No. 9 MS. GROSS: Form. 10 Q. (By Mr. Wilson) Do you understand what 11 fit-tested means? 12 A. That means, I reckon, to see if it fit around 13 your face. 14 Q. Okay. That never happened for you? 15 A. No. 16 Q. I'm almost done here. 17 But you mentioned that, in 2019, when you 18 came home from the doctor, that's the first time you 19 learned that asbestos could be dangerous for you; is 20 that right? 21 A. That's right. 22 MS. GROSS: Can you take this exhibit down 23 just so -- or are you still planning on using it? 24 MR. WILSON: Oh, yeah, thank you. Thank 25 you. Absolutely.	Page 452 1 can draw it off of your lung. 2 And the fourth time I went, he told me, he 3 said: We're going to have to go to the hospital. He 4 said: It's just a minor operation -- procedure we're 5 going to do on you and put a tube in your back. 6 And it was. It looked like a garden hose 7 they put in there. And I stayed in the hospital 14 days 8 on that. But I've still got about an inch of fluid of 9 tube sticking out of my back now, but I don't have no 10 left lung at all. It's gone. And it don't take long 11 for me to get out of breath. 12 Q. (By Mr. Wilson) And so was it the third or the 13 fourth doctor visit where you learned that asbestos was 14 dangerous for you? 15 A. It was the -- it was the third because I knew 16 something serious was coming on when I had to have an 17 operation. 18 Q. Okay. And before that, before you learned 19 asbestos could be dangerous at that third doctor's 20 visit, you never learned that asbestos could be 21 dangerous from any newspaper or television commercial, 22 right? 23 MS. GROSS: Object to form. 24 A. That -- I didn't watch neither of them much. 25 Q. (By Mr. Wilson) You never saw an asbestos

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Page 453 1 warning sign in your career, true? 2 MS. GROSS: Object to form. 3 A. I -- I might have seen one, but I didn't pay 4 attention to it. 5 Q. (By Mr. Wilson) Is that because when you did 6 your work, you just paid attention to what was going on 7 in front of you? 8 MS. GROSS: Object to form. 9 A. That -- I didn't pay attention to it because it 10 wasn't inhibiting me from working. 11 Q. (By Mr. Wilson) And so, when you say you 12 didn't pay attention to it, you didn't read the signs 13 because you were busy doing your job? 14 MS. GROSS: Object to form. That's not 15 what he said. 16 A. I just -- it wasn't -- it wasn't my -- it 17 wasn't my thing to read everything that was up, but I 18 should have. 19 Q. (By Mr. Wilson) When did you learn what 20 abatement is? 21 A. I learned what? Repeat your question. 22 Q. Do you know what the word "abatement" means? 23 A. No. 24 Q. Okay. Have you ever heard that word? 25 A. No.	Page 455 1 A. It was right on the jug with a skeleton and 2 crossbones, and I knew you needed to protect yourself. 3 MR. WILSON: Mr. Murphy, thank you for 4 your time. 5 THE WITNESS: Thank you. 6 MS. GROSS: Thank you. 7 Why don't we take a quick break, stretch 8 your legs, Mr. Murphy, and I'll regroup with everybody 9 and see who else is left. Okay? 10 THE WITNESS: Okay. I'm going to go to 11 the bathroom again. 12 MS. GROSS: Okay. Go off the record. 13 THE VIDEOGRAPHER: Going off the record. 14 The time is 5:07 p.m. Greenwich Mean Time. 15 (A recess was taken from 16 12:07 p.m. to 12:26 p.m.) 17 THE VIDEOGRAPHER: We are back on the 18 record. The time is 5:26 p.m. Greenwich Mean Time. 19 MS. GROSS: Thank you. 20 So we are concluded with cross-examination 21 of Mr. Murphy. No defendants have indicated that they 22 have further cross-examination of Mr. Murphy. We will 23 pick up tomorrow morning -- we will pick up tomorrow 24 morning with the rest of the deposition -- something is 25 not muted -- but I think we're done.
Page 454 1 Q. You worked your whole career -- aside from the 2 farm, time on the farm, you worked your whole career 3 around quite a few hazardous chemicals and dusts, true? 4 A. Yes. 5 MS. GROSS: Object to form. 6 Q. (By Mr. Wilson) Not just asbestos. 7 MS. GROSS: Object to form. 8 Q. (By Mr. Wilson) Is that true, sir? 9 A. I guess so. I don't know. 10 Q. Can you identify for us any dusts or chemicals 11 or materials that you did protect yourself from during 12 your career? 13 MS. GROSS: Object to form. He's told us 14 about that. 15 A. Yeah. The only thing I did was Roundup and I 16 was in a closed-in cab. 17 Q. (By Mr. Wilson) And what year was that, would 18 you say? 19 A. I worked on the farm 19 years and -- but 20 anytime we was spraying, we were in a closed John Deere 21 cab with air conditioning in it. 22 Q. And when you were spraying Roundup, driving the 23 tractor, that was the only time you took an action to 24 protect yourself from a hazardous chemical or material? 25 MS. GROSS: Object to form.	Page 456 1 MR. WILSON: Thank you. 2 THE VIDEOGRAPHER: Going off the record. 3 This recesses the videotaped deposition of Nicholas 4 Murphy. The time is 5:27 p.m. Greenwich Mean Time. 5 We are off record. 6 (Off the record at 12:27 p.m.) 7 ----- 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

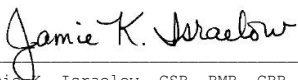
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Page 457	Page 459
1 CHANGES AND SIGNATURE	1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT
2 WITNESS NAME: NICHOLAS LEON MURPHY	2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND
3 DATE OF DEPOSITION: May 7, 2020	3 NICHOLAS LEON MURPHY,)
4	AND DORIS ANNE MURPHY,)
5 Please indicate changes on this sheet of paper,	4 Plaintiffs,) C/A NO. 2020-CP-40-1364
giving the change, page number, line number and reason	)
6 for the change. Please sign each page of changes.	5 V.) In re: Asbestos
7 PAGE/LINE CORRECTION REASON FOR CHANGE	) personal jury litigation
8	6 COVIL CORPORATION,) Coordinated docket
9	et al.,)
10	7 Defendants.)
11	8
12	9 REPORTER'S CERTIFICATION OF THE ORAL
13	10 DEPOSITION OF NICHOLAS LEON MURPHY
14	11 May 7, 2020
15	12 I, Jamie K. Israelow, a Certified Shorthand
16	13 Reporter duly commissioned and qualified in and for the
17	14 State of Texas, Registered Merit Reporter and Certified
18	15 Realtime Reporter, do hereby certify that there came
19	16 before me on the 7th day of May, 2020, at 1207 Brices
20	17 Creek Road, in the City of New Bern, County of Craven
21	18 and State of Florida, the following named person,
22	19 NICHOLAS LEON MURPHY, who was duly sworn to testify the
23	20 truth, the whole truth, and nothing but the truth of
24	21 knowledge touching and concerning the matters in
25	22 controversy in this cause; and that he was thereupon
	23 examined upon oath and his examination reduced to
	24 typewriting under my supervision; that Volume 5 of the
	25 deposition is a true record of the testimony given by
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1 I, NICHOLAS LEON MURPHY, have read the foregoing	1 the witness, and signature of the witness is to be
2 deposition and hereby affix my signature that same is	2 before any notary public and returned within 30 days
3 true and correct, except as noted on the previous	3 from date of receipt of transcript.
4 page(s), and that I am signing this before a Notary	4 I further certify that pursuant to FRCP Rule
5 Public.	5 30(e) that the signature of the deponent:
6	6 _X_ was requested by the deponent or a party
7 STATE OF _____ *	7 before the completion of the deposition and that
8 COUNTY OF _____ *	8 signature is to be before any notary public and returned
9	9 within 30 days from date of receipt of the transcript.
10 Before me, _____, on	10 If returned, the attached Changes and Signature Page
11 this day personally appeared NICHOLAS LEON MURPHY, known	11 contains any changes and the reasons therefor:
12 to me, or proved to me under oath or through	12 ___ was not requested by the deponent or a
13 _____ (description of identity card or	13 party before the completion of the deposition.
14 other document), to be the person whose name is	14 I further certify that I am neither attorney
15 subscribed to the foregoing instrument and acknowledged	15 or counsel for, nor related to or employed by any of the
16 to me that they executed the same for the purposes and	16 parties to the action in which this deposition is taken,
17 consideration therein expressed.	17 and further that I am not a relative or employee of any
18 Given under my hand and seal of office on	18 attorney or counsel employed by the parties hereto, or
19 this, the _____ day of _____, 2020.	19 financially interested in the action.
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1 IN WITNESS WHEREOF, I have hereunto set my 2 hand this _____ day of _____, 2020. 3 4  5 _____ 6 Jamie K. Israelow, CSR, RMR, CRR 7 Texas CSR 3801 8 Expiration Date: 4/30/2021 9 US Legal Support-Dallas 10 CRCB Registration No. 343 11 100 Premier Place 12 5910 North Central Expressway 13 Dallas, Texas 75206 14 214.741.6001 15 16 17 18 19 20 21 22 23 24 25 11 Charge for transcript and exhibits \$ _____ To be paid by Plaintiffs / Rachel A. Gross, Esq. 12 Job No. 332967	Page 461

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1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT

2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND

3 NICHOLAS LEON MURPHY,)
4 AND DORIS ANNE MURPHY,)
5 Plaintiffs,) C/A NO. 2020-CP-40-1364
6)
7 V.) In re: Asbestos
8) personal injury
9 COVIL CORPORATION,) litigation
10 et al.,) Coordinated docket
11 Defendants.)

12 -----
13 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF
14 NICHOLAS LEON MURPHY

15 May 8, 2020

16 VOLUME 6

17 (Reported remotely in Denton County, Texas)
18 -----

19 ORAL, VIDEOTAPED AND VIDEOCONFERENCED DEPOSITION OF

20 NICHOLAS LEON MURPHY, produced as a witness at the
21 instance of the Plaintiffs, taken in the above-styled
22 and -numbered cause on May 8, 2020, from 9:20 a.m. to
23 11:35 a.m. CDT, before Jamie K. Israelow, a Certified
24 Shorthand Reporter in and for the State of Texas,
25 Registered Merit Reporter and Certified Realtime
Reporter, reported in machine shorthand, with the
witness appearing remotely at 1207 Brices Creek Road, in
the City of New Bern, County of Craven and State of
North Carolina, pursuant to the Texas Supreme Court
Twelfth Emergency Order Regarding the COVID-19 State of
Disaster and the provisions stated on the record or
attached hereto; that the deposition shall be read and
signed before any notary public.

PLAINTIFF'S
EXHIBIT

26K

Nicholas Leon Murphy Vol 6
May 08, 2020

463 to 466

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1

PROCEEDINGS

2

(On the record at 9:20 a.m.)

3

THE VIDEOGRAPHER: We are now on the

4

record. Participants should be aware that this

5

proceeding is being recorded and, as such, all

6

conversations held will be recorded, unless there is a

7

request and agreement to go off the record. Private

8

conversations and/or client interaction should be held

9

outside the presence of the remote interface.

10

A link to the recording will be available

11

to all parties to the case for up to 90 days from

12

today's date provided the requesting party has purchased

13

a certified copy of the transcript.

14

This is the remote video-recorded

15

continued deposition of Nicholas Murphy being taken by

16

counsel for the plaintiffs. Today is May 8th, 2020, and

17

the time now is 2:21 p.m. Greenwich Mean Time.

18

We are here in the matter of Nicholas

19

Murphy and Doris Murphy versus Covil Corporation. My

20

name is John Jensen, remote video technician on behalf

21

of US Legal Support, located at 1900 Grant Street,

22

Suite 1025, Denver, Colorado. I am not related to any

23

party in this action nor am I financially interested in

24

the outcome.

25

Our court reporter today is Jamie Israelow

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EXHIBITS

14

NO.

DESCRIPTION

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(None.)

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1

on behalf of US Legal Support. The witness is still

2

under oath and counsel may proceed.

3

MS. GROSS: Thank you.

4

FURTHER EXAMINATION

5

BY MS. GROSS:

6

Q. Hi, Mr. Murphy.

7

A. Hi.

8

Q. How are you doing this morning?

9

A. I guess I'm going to be all right.

10

Q. Well, you look great. I do love your shirt.

11

You were right. I would love the color.

12

All right. Let's get started. You're

13

back with me for a little bit. We're now going to go

14

over stuff that we've already gone over, so I am going

15

to jump around just a tiny bit. So hang in there with

16

me. We're in the homestretch.

17

If I lose you somewhere because I'm

18

hopping around a little bit, just let me know and I'll

19

repeat my question or back up a little bit for you.

20

Okay?

21

A. Okay.

22

Q. All right. So we've talked a lot about your

23

work history over the course of, I think, probably five

24

days; is that right?

25

A. Yes.

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Page 475 1 Q. And one of the job sites that we spent a lot of 2 time talking about towards the very beginning of this, 3 which I think was probably Day 1, 2 and a little bit of 4 Day 3, was your work at Weyerhaeuser. Do you remember 5 talking to us about all that? 6 A. Yes. 7 Q. We spent a lot of time -- well, you spent a lot 8 of time with the nice Weyerhaeuser attorney talking 9 about -- 10 (Connection interruption.) 11 MS. GROSS: Let's go off the record. 12 THE VIDEOGRAPHER: Going off the record. 13 The time is 2:23 p.m. 14 (A recess was taken from 15 9:23 a.m. to 9:24 a.m.) 16 THE VIDEOGRAPHER: We are back on the 17 record. The time is 2:24 p.m. Greenwich Mean Time. 18 Q. (By Ms. Gross) All right. We're back. Quick 19 little break. 20 What I was asking you, Mr. Murphy: Do you 21 remember talking to the very nice Weyerhaeuser attorney 22 about the work you did when you were there every day 23 starting in 1974? 24 A. Yes. 25 Q. For this, for the next few questions -- that's	Page 477 1 in the pulp mill at Weyerhaeuser; is that right? 2 A. Yes, ma'am. 3 MS. ABDALLA: Object to form. 4 A. Yes. 5 Q. (By Ms. Gross) Do you know what went down in 6 the pulp mill? What happened? 7 DEFENSE COUNSEL: Objection, form. 8 A. Well, I knew the pulp came in and it got the 9 black liquor out. And the storage, it wasn't a tank. 10 It went outside in a big pond, a three- or four-acre 11 pond that was lined with plastic. That's where the 12 black liquor went. 13 Q. (By Ms. Gross) And during those shutdowns, 14 when you would go back to Weyerhaeuser, did you work in 15 other areas of the mill that you didn't help to 16 construct? 17 A. Yes. 18 MS. ABDALLA: Object, form. 19 Q. (By Ms. Gross) Okay. So, now we're going to 20 jump around a little bit, and I want to talk to you a 21 little bit more about your shutdown work generally, 22 because I know you did shutdown work at a couple of 23 different places; is that right? 24 A. Yes, ma'am. 25 Q. So we've talked a lot about various pieces of
Page 476 1 it. I promise -- I want to focus a little bit more on 2 the work you told us you went back and did for shutdowns 3 at Weyerhaeuser. Okay? 4 A. Okay. 5 Q. Okay. Did you regularly do work throughout 6 that paper mill? 7 A. Yes. Sure did. 8 Q. I mean, how -- how big was this paper mill? 9 Were you all over the place? 10 DEFENSE COUNSEL: Objection to form. 11 A. Yes, all over the place. 12 Q. (By Ms. Gross) And were any of the areas that 13 you were working in all over the place on those 14 shutdowns older parts of the plant? 15 MS. ABDALLA: Form. 16 A. Yes. 17 Q. (By Ms. Gross) What is your understanding of 18 why you were working all over the place? Was it -- you 19 tell me. What's your understanding of why you were all 20 over the place? 21 MS. ABDALLA: Object to form. 22 A. Lots of it need rework -- needed to be reworked 23 and somebody had to do it. 24 Q. (By Ms. Gross) And I think you told me on 25 Day 1, so a while ago, that you actually did some work	Page 478 1 equipment, right? We talked about boilers; is that 2 right? 3 DEFENSE COUNSEL: Objection, form. 4 A. Yes. 5 Q. (By Ms. Gross) We've talked about turbines? 6 A. Yes. 7 Q. Pumps? 8 A. That's right. 9 Q. Gaskets and valves? 10 A. Yes. 11 DEFENSE COUNSEL: Objection to form. 12 Q. (By Ms. Gross) Are there other kinds of 13 equipment aside from those at any of your job sites? 14 A. Yes. 15 Q. Was it a lot of equipment? 16 A. A lot, yes. 17 Q. Would you agree with me, Mr. Murphy, that you 18 worked around other people who were working on all of 19 this equipment at -- we'll start with Weyerhaeuser? 20 A. All the time. 21 DEFENSE COUNSEL: Object to form, leading. 22 Q. (By Ms. Gross) How about at Bowater? 23 A. All -- 24 DEFENSE COUNSEL: Objection, form. 25 A. All the time, you had people working around

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Page 479 1 you. 2 Q. (By Ms. Gross) And Sutton? 3 DEFENSE COUNSEL: Object to the form, 4 leading. 5 DEFENSE COUNSEL: Objection. 6 Q. (By Ms. Gross) Would you have regularly been 7 around other people doing that kind of work? 8 DEFENSE COUNSEL: Objection, vague. 9 A. Yes. 10 DEFENSE COUNSEL: Form. 11 Q. (By Ms. Gross) Go ahead. 12 A. I worked around them all the time. You didn't 13 go in and work by yourself. No one. There was always 14 somebody doing some work right side of you. 15 Q. Were you regularly, Mr. Murphy, around people 16 working on insulation? 17 A. Yes. 18 DEFENSE COUNSEL: Form. 19 Q. (By Ms. Gross) How about gaskets? Were you 20 regularly around other people who were working on 21 gaskets? 22 A. Yes, ma'am. 23 DEFENSE COUNSEL: Objection to the form. 24 DEFENSE COUNSEL: Objection, form. 25 Q. (By Ms. Gross) It's okay. Go ahead.	Page 481 1 A. Yes. 2 DEFENSE COUNSEL: Form. 3 Q. (By Ms. Gross) How regularly were you around 4 other people working on gaskets and pumps? 5 DEFENSE COUNSEL: Form. 6 DEFENSE COUNSEL: Object to form. 7 A. Most of the time, they were there and I was, 8 too. 9 Q. (By Ms. Gross) How about boilers? Were you 10 regularly around people working on boilers? 11 A. Part of the time, I was around boilers and 12 other people was working on them. Every time I was 13 there, they were working on the boilers. 14 DEFENSE COUNSEL: Object to form. 15 DEFENSE COUNSEL: Objection. 16 MS. GROSS: Thank you, guys. 17 Q. (By Ms. Gross) And when you say every time you 18 were there, which job site are you talking about? 19 A. Weyerhaeuser. 20 Q. Okay. 21 DEFENSE COUNSEL: Object to form. 22 Q. (By Ms. Gross) How about at Sutton? Were you 23 ever regularly around other people working on boilers at 24 Sutton? 25 A. Yes.
Page 480 1 MS. GROSS: Hey, you guys, can we -- just 2 so this -- because this happened last time. Can we make 3 an agreement that you guys wait for him to answer and 4 then everybody who's going to object, object? And I'm 5 not going to call you out on waiting a little bit too 6 late to do it, just so he can actually answer my 7 questions without me having to repeat it every time. 8 Do you guys have a problem with that? 9 (No audible response.) 10 MS. GROSS: Sounds like nobody has a 11 problem with that. 12 Q. (By Ms. Gross) Okay. So let's try that again. 13 Go ahead and put your face away from the -- away from -- 14 there you go (indicating). Just cutting your cute face 15 off. 16 So, Mr. Murphy, were you regularly around 17 other people working on gaskets? 18 A. Yes. 19 DEFENSE COUNSEL: Object to the form. 20 DEFENSE COUNSEL: Object to form. 21 DEFENSE COUNSEL: Form. 22 MS. GROSS: Thank you, guys. I appreciate 23 it. 24 Q. (By Ms. Gross) Were you regularly around other 25 people working on pumps?	Page 482 1 DEFENSE COUNSEL: Form. 2 DEFENSE COUNSEL: Objection, form. 3 Q. (By Ms. Gross) Same question, Mr. Murphy, for 4 Bowater. 5 A. Yes. 6 DEFENSE COUNSEL: Form. 7 DEFENSE COUNSEL: Objection, form. 8 Q. (By Ms. Gross) And the last one I think we 9 spent some time on is turbines. Were you regularly 10 around people working on turbines? 11 A. Yes. 12 DEFENSE COUNSEL: Objection, form. 13 DEFENSE COUNSEL: Objection. 14 Q. (By Ms. Gross) How regularly would you say? 15 A. Probably -- if I worked on the -- if I was 16 working on the plant, I was around people working on the 17 turbines because you had to go back and forth past the 18 turbines and they would be working on them. 19 DEFENSE COUNSEL: Objection to form. 20 DEFENSE COUNSEL: Form. 21 Q. (By Ms. Gross) These shutdowns that you told 22 us that you worked at Weyerhaeuser, Bowater and 23 Sutton -- for purposes of this question, I'm going to 24 lump them all together. Okay? You tell me if I can't 25 do that when you answer my question.

Page 483 1 These shutdowns you worked on at 2 Weyerhaeuser, Bowater and Sutton, were they totally 3 different or were they mostly the same? 4 A. All except for Sutton plant. It was a 5 little -- 6 Q. Let me -- go ahead. I want to make sure I 7 caught that answer. Go ahead, Mr. Murphy. 8 A. Sutton plant was different. It was a -- it was 9 a power plant. 10 DEFENSE COUNSEL: Objection, form. 11 A. They didn't make no pulp, no paper. 12 Q. (By Ms. Gross) So Sutton plant was a little 13 bit different because Weyerhaeuser and Bowater were 14 paper mills; is that right? 15 A. Yes. 16 Q. The work you did for these shutdowns at all 17 three of those places, was it mostly the same or did you 18 have different job responsibilities at every place? 19 A. No. I -- same thing, doing the same -- same 20 work, just a different place. 21 DEFENSE COUNSEL: Object, form. 22 DEFENSE COUNSEL: Form. 23 DEFENSE COUNSEL: Object to the form. 24 Q. (By Ms. Gross) This question may not be able 25 to be answered broadly. Okay? And if it can't, just	Page 485 1 A. Yes. 2 Q. If you were working on some pipe, was it normal 3 or in some way abnormal to have people working on the 4 equipment attached to that piping at the same time? 5 A. It was normal. 6 DEFENSE COUNSEL: Object to the form. 7 DEFENSE COUNSEL: Objection, form. 8 DEFENSE COUNSEL: Form. 9 DEFENSE COUNSEL: Objection, form. 10 DEFENSE COUNSEL: Asked and answered. 11 Q. (By Ms. Gross) Why do you think that was 12 normal? 13 A. It was time-consuming and they had to get -- 14 get the job done. 15 DEFENSE COUNSEL: Object, form. 16 DEFENSE COUNSEL: Objection, form. 17 Q. (By Ms. Gross) This also may be a dumb 18 question, but I'm going to try it anyway. 19 Is the practice of removing insulation the 20 same, regardless of what piece of equipment you're 21 removing it from? 22 A. Yes. You see, insulation had to come off of 23 the pipe. You took it -- 24 Q. And that -- 25 A. You take the insulation off of the pipe when it
Page 484 1 let me know. All right? It is possible that I ask not 2 a great question, okay, but let's give it a shot. How 3 does that sound? 4 A. Try it. 5 Q. All right. I'm going to try. Okay. 6 Was the nature of your work on shutdowns 7 at any of your job sites to be around other people who 8 were working on various pieces of equipment more so than 9 you yourself were working on those pieces of equipment? 10 A. I was around other people all the time. 11 DEFENSE COUNSEL: Form. 12 A. There was always somebody there. 13 DEFENSE COUNSEL: Objection to form. 14 Q. (By Ms. Gross) Was that -- 15 MS. GROSS: Sorry for you guys. I'm going 16 to do my best to wait and give you an opportunity, so 17 that's my bad. 18 Q. (By Ms. Gross) Was that the same, Mr. Murphy, 19 for all of your job sites? 20 A. Yes, it was. 21 DEFENSE COUNSEL: Form. 22 Q. (By Ms. Gross) And we talked a lot about the 23 work that you did on pipes. Remember all that -- 24 A. Yes. 25 Q. -- over days and days?	Page 486 1 was on the floor. We didn't take insulation off of any 2 while it was hanging. Too much stuff. They was holding 3 the pipe and put it on the floor and then you had a 4 straight run just to take it off it, get rid of it. You 5 kept the insulation from falling and blowing everywhere. 6 DEFENSE COUNSEL: Objection to form. 7 DEFENSE COUNSEL: Object to form. 8 Q. (By Ms. Gross) This is me jumping around. 9 Remind me -- I'm going to shift gears on 10 you. I'm going to bring you back to talking about 11 Bowater for a few minutes. Okay? 12 A. Okay. 13 Q. All right. When we first started talking, do 14 you remember when I put that map up and we talked about 15 the areas of the plant you were working in? 16 A. Yes. 17 Q. Okay. And you told me that you worked on Paper 18 Mills Number 1 and 3; is that still right? 19 A. Right. 20 Q. Do you remember talking to the Bowater attorney 21 yesterday? He asked you a question if you expected 22 Bowater to provide you with protective equipment. And 23 you said no. Do you remember that? 24 A. Yes. 25 Q. What if Bowater knew that there was something

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Page 487 1 dangerous on its premise. Would that change your 2 answer? 3 A. Yes. 4 Q. How so? 5 A. I would expect them to -- for me to be working 6 in a safety -- a safety environment zone. I wouldn't 7 expect them to put me in a hazardous area to work. 8 Q. Similarly, what if Bowater knew that breathing 9 asbestos dust was dangerous? Would you expect them to 10 provide you with protective equipment then? 11 A. I would expect them to, but they didn't. 12 Q. Let's shift gears very quickly and ask you the 13 same questions for Weyerhaeuser. Okay? 14 A. Yeah. 15 Q. Let me -- let me get it out. 16 If Weyerhaeuser knew there was something 17 dangerous on its premise, would you expect them to 18 provide you with protective equipment? 19 A. Right. I sure would. 20 Q. And the same question I asked -- 21 DEFENSE COUNSEL: Form. 22 MS. GROSS: Sorry. 23 Q. (By Ms. Gross) And the same question I asked 24 you for breathing asbestos dust. If Weyerhaeuser knew 25 that breathing asbestos dust was dangerous, would you	Page 489 1 Q. (By Ms. Gross) And what if people at the 2 Sutton plant knew that breathing asbestos dust was 3 dangerous? Would you expect them to provide you with 4 protective equipment? 5 A. Yes. 6 DEFENSE COUNSEL: Objection. 7 Q. (By Ms. Gross) I want to stick with the Sutton 8 plant job you -- the jobs you had at Sutton for a couple 9 more questions. Okay? So bear with me. 10 You talked to us yesterday about the pipe 11 work that you did there, the pipe that you cut. Do you 12 remember that? 13 A. Yes. 14 Q. How about -- and this is the first job. So I'm 15 not talking about the six to eight-month job, that long 16 one. That first weekend you went back. Okay? 17 A. All right. 18 Q. That first weekend you went back, were other 19 people around you also cutting pipe? 20 A. Yes. 21 Q. And would that work that those other people 22 would have done -- well, let me ask it this way: When 23 you were cutting the pipe, did you have to remove any 24 pipe insulation? 25 A. Yes.
Page 488 1 expect them to have provided you with protective 2 equipment? 3 A. I -- 4 MS. ABDALLA: Form. 5 A. -- would. 6 Q. (By Ms. Gross) Say that again, Mr. Murphy. 7 A. I sure would have. I'd expect them to give me 8 a mask or something or a suit or something. They never 9 gave me anything. I never seen none of the workers 10 had -- none of our -- Bowater had -- Bowater and 11 Weyerhaeuser's people, you seen them dressed up in a 12 white suit. 13 Q. And we talked a little bit about that. Let's 14 keep it even, even keel for everybody. Let me ask you 15 the same few questions for your Sutton plant work. 16 Okay? 17 If Sutton plant, people working at the 18 Sutton plant, knew that there was something dangerous on 19 its premise, would you expect them to provide you with 20 protective equipment? 21 A. I would expect them to, but they didn't. Some 22 of their own men didn't even have no protection. 23 Q. Okay. 24 DEFENSE COUNSEL: Objection to form. 25 MS. GROSS: Sorry, Jason. Go ahead.	Page 490 1 Q. And did the people cutting pipe around you have 2 to remove pipe insulation? 3 A. Yes. They sure did. 4 Q. Now I want to jump forward to that six to 5 eight-month job, that big job, right? You told me when 6 we first started talking last week -- I know it was a 7 while ago -- that you basically were tearing down the 8 whole plant; is that right? 9 A. Right. We started at the floor and we wound up 10 at the smoke stack, at the top of the building. 11 Q. And I know yesterday we spent some time talking 12 about what you did, but I want to talk to you right now 13 about what other people were doing because I know it was 14 a big job, but I'm having a hard time wrapping my head 15 around what that means, what everybody was doing. 16 So can you tell me what other people 17 around you were doing during that teardown job? 18 DEFENSE COUNSEL: Objection to form. 19 A. They had -- they had the pipe that we took the 20 pipe down and had it marked and had it on a piece of 21 paper. And they took -- some of them took the pipe 22 down, put it on the floor, and that's where they took 23 the insulation off. But after we left the bottom floor, 24 where you walked upstairs, it was -- it was matting; it 25 was grating.

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Page 491 1 When you laid it on the floor, all the 2 dust that people -- that was overhead, all the pipe 3 insulation, when they got it off, all of it come down 4 to -- right on down to the bottom floor. 5 DEFENSE COUNSEL: Object, form. 6 Q. (By Ms. Gross) Anything else that you remember 7 right now? 8 A. (Witness shakes head.) 9 Q. Okay. 10 A. It was that way all the way to the top. 11 Q. Sounds like it was a big job. 12 A. And then about tore the building down again. 13 Q. Okay. 14 A. It was an old -- (connection interruption). 15 Q. Okay. I'm going to probably drive you nuts, 16 but I want to shift back to Bowater for a minute. Okay? 17 Just real quick. I promise. 18 Do me a favor, Mr. Murphy, lean away from 19 the laptop just a little bit. Your chin is getting a 20 little cut off. There you go (indicating). Perfect. 21 Okay. I just want to make sure I can see your face. 22 A. Okay. 23 Q. Remind me, I know we talked about this: Was 24 changing valves one of your main responsibilities at 25 Bowater?	Page 493 1 again. Do you remember yesterday -- it was the last 2 lawyer to ask you questions -- you got shown a bunch of 3 internal Brown & Root documents that you'd never seen 4 before? Do you remember that? 5 A. Yes. Yes, I do. I don't know -- I told him 6 right to start with: I never seen any of them papers. 7 It was office-concerning. Went to the 8 superintendent and then the superintendent or the 9 foreman was supposed to tell us, if they wanted to, but 10 they didn't do it. 11 Q. Let me ask you -- I'm not going to ask you 12 about those documents because you've never seen them. I 13 do want to ask you about a few of the topics that were 14 discussed when you were shown those documents. Okay? 15 Do you have any knowledge, Mr. Murphy, of 16 any conversations regarding job site hazards that may or 17 may not have happened between either of your employers 18 at Bowater? 19 A. (No audible response.) 20 Q. Did you understand my question? It was 21 probably a bad one. 22 A. I didn't -- I didn't really understand it. 23 Q. Okay. Do you have any way of knowing what 24 either of your employers talked to Bowater about 25 regarding any potential hazards on their job site?
Page 492 1 A. No. 2 DEFENSE COUNSEL: Objection -- 3 Q. (By Ms. Gross) Okay. 4 DEFENSE COUNSEL: Withdrawn. 5 Q. (By Ms. Gross) Did you regularly see other 6 guys at Bowater working on valves? 7 A. Yes. 8 Q. How regularly? 9 DEFENSE COUNSEL: Objection. 10 DEFENSE COUNSEL: Object. 11 DEFENSE COUNSEL: Leading. 12 A. Every -- every time I went to work, I could see 13 them working the valves, changing the valves, new 14 insulation. 15 DEFENSE COUNSEL: Object to the form. 16 Q. (By Ms. Gross) We watched a video, that really 17 short, short video, on Day 2 of last week. Do you 18 remember that? 19 A. Yes. 20 Q. Was the valve work you saw like the valve -- 21 the work that was going on in that video? 22 A. Yes. 23 DEFENSE COUNSEL: Object, form. 24 DEFENSE COUNSEL: Objection. 25 Q. (By Ms. Gross) Let me shift gears on you	Page 494 1 A. No. 2 Q. And do you have any way of knowing about any 3 conversations that may or may not have happened between 4 either of your employers about any job site hazards at 5 Weyerhaeuser? 6 A. No. 7 Q. How about Sutton? 8 A. Neither one. 9 DEFENSE COUNSEL: Objection to form. 10 Q. (By Ms. Gross) Never privy to any 11 conversations between your employers and the 12 premise owner? 13 A. They were -- all our supervision went in the 14 office. And it wasn't room for all the workers to be in 15 there, so we stayed outside with the dogs. 16 Q. So, Mr. Murphy, do you have any way of knowing 17 what either Brown & Root or Daniel -- let me start over. 18 Let me back up a minute. 19 Brown & Root and Daniel were the two 20 contractors you were employed by at various points in 21 time; is that right? 22 A. Yes. 23 Q. Okay. And do you have any way of knowing what 24 either of them may or may not have known regarding 25 potential hazards at -- let's start with Bowater?

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Page 495 1 A. I don't know anything that they -- I didn't 2 know what the plant manager was -- was talking to them 3 about. 4 Q. And would that be the same for both 5 Weyerhaeuser and Sutton? 6 A. Yes. 7 Q. Okay. 8 A. In fact, all three of them, it was -- we didn't 9 go in no foremens meeting or supervisors meeting. 10 Q. Okay. This is a broad question -- well, let me 11 ask it to you tied to a specific job site and then I'll 12 ask it for the other two. Okay? I'll share the love. 13 Let's stick with Bowater. Sorry. If 14 there was a hazardous area of the paper mill at Bowater 15 and someone from Bowater told you you couldn't go in 16 there, could you ever disregard Bowater's instructions 17 and enter anyway? 18 A. No. I wouldn't do it. I would find out what 19 was the reason I couldn't go in. I'd have went to 20 higher-up, if it took it, but I wouldn't have -- if he 21 said: You can't go in there, I didn't go. 22 Q. And would that be the same -- 23 DEFENSE COUNSEL: Objection, form. 24 MS. GROSS: Sorry. 25 Q. (By Ms. Gross) Would that be the same,	Page 497 1 A. No. I didn't have no good reason to be 2 addicted. 3 Q. Okay. All right. 4 DEFENSE COUNSEL: Objection to form. 5 Q. (By Ms. Gross) Okay. Now let's jump forward a 6 little bit. I want to talk to you just about when you 7 first met with your doctors. You told us a lot about 8 that. I don't want to belabor the point. I just have a 9 very quick follow-up question for you. Okay? 10 A. Okay. 11 Q. After you were diagnosed with your asbestos 12 cancer, did you talk to your doctors about your work 13 history? 14 DEFENSE COUNSEL: Object to form. 15 A. They asked me where was I working at and I told 16 them. 17 Q. (By Ms. Gross) Do you remember what you told 18 them? 19 A. Yes. I told them Weyerhaeuser and Bowater and 20 Sutton plant. 21 Q. How many minutes in total did this conversation 22 last with your doctor? 23 A. Probably three, four minutes. It wasn't -- 24 Q. Did you have -- go ahead, sir. I cut you off 25 by accident.
Page 496 1 Mr. Murphy, for Weyerhaeuser and Sutton as well? 2 A. Yes. 3 DEFENSE COUNSEL: Object to the form. 4 Q. (By Ms. Gross) This is me jumping around 5 again. Sorry. Trying to make it shorter for everybody. 6 Hopefully, they'll like me more. 7 Okay. Let's get away from your work 8 history a little bit. I want to ask you -- totally 9 shift gears. I want to talk to you for maybe 30 seconds 10 about your smoking history. 11 A. Yes. 12 Q. Do you remember talking to a couple of us about 13 that last week, way back when? 14 A. Yes. 15 Q. All right. Mr. Murphy, were you addicted to 16 smoking? 17 A. Yes. 18 Q. Did you ever try and quit? 19 A. Yes. Yeah. 20 Q. Why do you -- why do you laugh? Is it hard to 21 quit smoking? 22 A. Yes. It's just like pulling your own teeth. 23 Q. And this is probably going to be a silly 24 question, but I'm going to ask it: Were you addicted to 25 working on insulation?	Page 498 1 A. It wasn't long. It wasn't long. 2 Q. Did you ever explicitly connect your asbestos 3 exposure to any of your job sites when you were talking 4 to your doctor during those three or four minutes? 5 A. No. 6 Q. Okay. 7 A. He told me. 8 Q. And then the last thing I want to talk to you 9 about: Do you remember when we talked about how you 10 liked to build boats and we put up that photo of the 11 boat? 12 A. Yes. 13 Q. Did you -- I want to make sure I call it the 14 same thing. One of the lawyers was talking to you about 15 your wood shop. Is that -- did you call it a wood shop? 16 A. Well, it -- it's just a tool shop. I've got 17 probably two or \$3,000 worth of wood tools in there. 18 But I got -- I build cabinets. I used to build boats. 19 I just got to all the cabinets and started building 20 boats. I built about eight or 10 boats. I don't know 21 all that I did build, but I stayed out there a lot. 22 Q. Okay. I'm going to call it your "tool" -- your 23 "tool shop," then. Okay? 24 A. Yeah. 25 Q. All right. Did you build that boat model we

Page 499 1 looked at in your tool shop? 2 A. Yes. 3 Q. And you told us -- I don't remember when, but 4 you told us that Ms. Doris is not too thrilled at you 5 working in a dusty space right now; is that right? 6 A. No. I had -- she wanted me to come out way 7 before I did, but I -- I finished some work I had to do. 8 Then, to keep from hearing a lot of mouth, I quit. 9 Q. And I think we talked about this yesterday, but 10 I'm going to ask you again: Do you get winded easily 11 since your diagnosis? 12 A. Yes. 13 Q. How far would you say you can walk before you 14 get winded? 15 A. I can walk to the shop. And I had to sit down 16 when I'd get to the shop to make it back to the house. 17 Q. Do you think if you were -- if Ms. Doris would 18 let you work in the shop, it would be the same as when 19 you worked in the shop before your asbestos cancer 20 diagnosis? 21 A. No. 22 Q. Why do you say that? 23 A. Because I have had a -- a major operation on my 24 lungs. It's gone. I don't have no left lung at all. I 25 have one-half of -- I've got a right lung and the left	Page 501 1 A. Yeah. It was big as a garden hose, 2 five-eighths inch. 3 Q. Did it leave, like, a scar or anything? 4 A. Yes. 5 Q. Yeah? 6 A. You're going -- if you'd see it, you'd wonder 7 how I even got around. 8 Q. How big is it? 9 A. It's big. I can show it to you. 10 Q. If you want to, you can. 11 THE WITNESS: Marian, come in here. 12 Marian will hold this computer up (indicating). 13 Q. (By Ms. Gross) Oh, I see what you're saying. 14 Okay. Is it -- where is it? Is it on your shoulder? 15 Oh, I see what you're saying. 16 MS. GROSS: Marian, tilt the laptop screen 17 down a little bit. There we go (indicating). Okay. 18 Thank you. You're good. We see it. 19 Q. (By Ms. Gross) And the garden hose, is that 20 what they used to drain the fluid out of your left lung? 21 A. Yes. 22 MS. GROSS: All right. I don't think I 23 have any questions for you anymore right now. Depending 24 on how this shakes out, you might be stuck with me again 25 later, but for now, I'm going to sign off and let
Page 500 1 side just is not even working. And so I've got half of 2 what I used to have. 3 But I can get up and eat. When I get 4 through -- in fact, my bed ain't about 20 yards from 5 here and I can give out walking to the table and back to 6 the bed. I don't know if it's cause I eat too much or 7 what, but -- 8 Q. Okay. All right. All right. I'm going to 9 flip through my notes real quick. Okay? 10 A. Okay. 11 MS. GROSS: Why don't we go off the record 12 for a minute, just let me flip through my notes real 13 fast. 14 THE VIDEOGRAPHER: Going off the record. 15 The time is 2:53 p.m., Greenwich Mean Time. 16 (A recess was taken from 17 9:53 a.m. to 10:11 a.m.) 18 THE VIDEOGRAPHER: We are back on the 19 record. The time is 3:11 p.m., Greenwich Mean Time. 20 Q. (By Ms. Gross) Hey, Mr. Murphy. 21 A. Hi. 22 Q. I have one more question for you. One. Okay? 23 You told me at one point that -- I think 24 you referred to the tube that the doctors had to place 25 in your side as a garden hose; is that right?	Page 502 1 anybody else who might have some more questions for you 2 take a shot. Okay? 3 THE WITNESS: Okay. 4 MS. GROSS: All right. Thank you, 5 Mr. Murphy. 6 THE WITNESS: You're welcome. 7 FURTHER EXAMINATION 8 BY MR. TADDEO: 9 Q. Mr. Murphy, my name is Anthony Taddeo. How are 10 you? 11 A. I guess okay. Which one are you? 12 Q. I'm waving at you right now (indicating). 13 A. I don't see you. 14 Q. I have glasses on. There's a -- 15 (Overlapping speakers.) 16 MS. GROSS: You spoke with him -- 17 Q. (By Mr. Taddeo) -- hat in the background. 18 A. No, I don't see you. 19 Q. I'm -- I'm -- 20 MS. GROSS: Hang on a second. I 21 think we're going to -- we just need to scroll over. 22 MR. TADDEO: Oh, okay. 23 MS. GROSS: You see him yet? He's got 24 glasses on and -- 25 THE WITNESS: Now we're good.

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Page 503 1 MS. GROSS: You got him? 2 THE WITNESS: Yeah. 3 Q. (By Mr. Taddeo) All right. That's good. I 4 wouldn't be allowed to pop a flare gun in my house, so 5 I'm glad you can see me. 6 A. Okay. 7 Q. I'll apologize in advance for my dogs, if you 8 hear them, but I'm going to -- I've got some questions 9 to ask you related to what Attorney Gross just asked you 10 this morning. Okay, sir? 11 A. Okay. 12 Q. And we spoke extensively a week ago on Friday, 13 and I will do my best not to repeat that except where I 14 think it's relevant. So let's get started. 15 Just generally, in -- in a paper pulp 16 mill, are the conditions there, are they generally 17 messy, dusty conditions by virtue of the fact they're 18 making paper? 19 A. That's right. 20 Q. Okay. And the Sutton steam plant, sir, do you 21 know what fuel was used in that plant? 22 A. It was steam -- it was a steam -- steam power 23 plant. 24 Q. Right. Right. So -- so it's a steam -- 25 something is making steam, right?	Page 505 1 if any -- any of the machinery that you think may have 2 been a turbine was located on the ground floor or higher 3 up at any job site? 4 A. The ground floor. 5 Q. Okay. Do you know what a turbine is? Can 6 you -- can you tell me what it does? 7 A. It produce -- I'm -- no. I don't know. 8 Q. I understand. 9 Do you think that that piece of machinery, 10 like others in the plant, would have been necessary for 11 the plant's operations to do what the plant was supposed 12 to do? 13 A. Yes. 14 Q. Okay. And can you tell me how that machinery, 15 the turbine, was secured to the floor? 16 A. It was bolted with anchor bolts, big anchor 17 bolts. 18 Q. Can you tell me at any job site how big that 19 piece of machinery was? 20 A. (No audible response.) 21 MS. GROSS: It's okay. 22 A. I was just trying to figure out what size it 23 was. It wasn't -- it wasn't no suitcase. It was a 24 big -- big as a car. 25 Q. (By Mr. Taddeo) About big as a car?
Page 504 1 A. But I don't know what it was. 2 Q. You can't -- do you know if it was coal-fired, 3 oil-fired, nuclear, anything like that? 4 A. It was coal. Coal. I -- I seen the coal piles 5 out back. 6 Q. You saw the coal piles? 7 A. That's right. 8 Q. And was that generally a messy place? Did you 9 see coal dust in that plant? 10 A. Yes. 11 MS. GROSS: Object to form. 12 DEFENSE COUNSEL: Objection. 13 Q. (By Mr. Taddeo) And today -- or this morning, 14 you were asked about a piece of machinery called 15 "turbine." Do you remember that testimony? 16 A. Yes. 17 Q. Across any of your job sites, do you have a 18 specific recollection of the building in which you may 19 have seen a turbine? 20 MS. GROSS: Object to form. 21 A. (No audible response.) 22 MS. GROSS: It's okay. 23 A. I think -- I don't remember. I know there had 24 to be, but I don't remember. 25 Q. (By Mr. Taddeo) Can you tell me if it was --	Page 506 1 A. Yeah or bigger. 2 Q. Okay. Would you say maybe about as big as a 3 Honda Accord? 4 MS. GROSS: Object to form. 5 A. Big. Bigger than that. 6 Q. (By Mr. Taddeo) Bigger than that? How about 7 maybe a Ford F-150? About that size? 8 MS. GROSS: Object to form. 9 A. Big as a Lincoln. 10 Q. (By Mr. Taddeo) A Lincoln? 11 A. Yeah. 12 Q. Okay. Lincoln Town Car or a Navigator? 13 A. Town Car, a big one. 14 Q. Town Car. About as big as a Lincoln Town Car? 15 A. I guess. It's hard to compare to turbines. 16 MS. GROSS: It's okay. 17 Q. (By Mr. Taddeo) I understand. 18 Can you tell me how high it was? 19 A. No. I never took measurements on it. 20 Q. And it wasn't your job to work on the turbine 21 mechanics, correct? 22 A. No. No. I didn't do no mechanic work. 23 Q. Okay. And the turbine, if it's bolted to the 24 floor, would you agree that you can't just move it 25 around?

Page 507 1 A. Right. 2 Q. Okay. Did you ever see any writing on the 3 turbine? 4 A. Just walking by, just seeing some -- glimpse 5 and seeing the sign on there. That's it. 6 Q. Can you tell me anything about what that sign 7 said? 8 A. No. It's been too long ago. Probably the name 9 of the turbine. 10 Q. Can you tell me how far away you were when you 11 saw that turbine when you were walking by it? 12 A. Probably six to eight foot. 13 Q. Six to eight feet? 14 A. Yeah. 15 Q. Okay. You know any of the turbine ratings as 16 far as wattage or horsepower? 17 A. No. 18 MS. GROSS: Object to form. 19 Mr. Murphy, lean away -- 20 Q. (By Mr. Taddeo) The -- 21 MS. GROSS: Sorry. Hang on one second. 22 Lean away. We're getting your face cut 23 off with the video real quick. There you go 24 (indicating). 25 THE WITNESS: Okay.	Page 509 1 your answer, sir? 2 A. I didn't mess with no turbine. I didn't do no 3 work on one. 4 Q. Okay. So would it be fair to say that you 5 didn't see a manual for a turbine? 6 A. That's right. I didn't have anything -- 7 Q. And would it also -- 8 MS. GROSS: Oh, I don't think he was done. 9 Sorry. 10 Q. (By Mr. Taddeo) Oh, I'm sorry, sir. Yeah. 11 MS. GROSS: I know you weren't looking. 12 It's okay. 13 A. I didn't have no use for no manual for it 14 because I wasn't going to work on it. 15 Q. (By Mr. Taddeo) So you couldn't tell me 16 anything that was in a turbine manual. Would that be 17 fair, sir? 18 A. That's right. 19 Q. Okay. And would it be also fair to say that 20 you can't tell me across any job site how many times a 21 turbine might have been worked on before you got there? 22 MS. GROSS: Object to form. 23 A. I don't remember. I don't have no idea. 24 Q. (By Mr. Taddeo) Can you tell me if any parts 25 of the turbine were insulated?
Page 508 1 MS. GROSS: All right. Go ahead. 2 Q. (By Mr. Taddeo) And can you tell me where on 3 the turbine you saw that symbol or -- 4 A. It's been too long ago. I don't remember. It 5 was -- 6 Q. Do you know if the turbine had any sheet metal 7 covering it? 8 MS. GROSS: Object to form. 9 A. I don't know. 10 Q. (By Mr. Taddeo) And if I understand correctly, 11 your job was to work on pipe throughout different job 12 sites, correct? 13 A. Yes. 14 Q. Okay. And would it be fair to say that you 15 didn't remove -- you didn't work on a turbine to repair 16 it, correct? 17 A. That's right. 18 Q. Okay. And you didn't have anything to do with 19 any of the other aspects of the turbine, whether it was 20 either sheet metal or insulation. Would that be a fair 21 statement, sir? 22 A. That's right. I didn't -- 23 MS. GROSS: Form. 24 A. -- mess with no turbine. 25 Q. (By Mr. Taddeo) I'm sorry. Could you repeat	Page 510 1 MS. GROSS: Object to form. 2 A. I don't know. 3 Q. (By Mr. Taddeo) Okay. So you -- would you be 4 able to tell me anything about the contract for that 5 turbine? 6 A. No. 7 MS. GROSS: Object to form. 8 Q. (By Mr. Taddeo) And would it also be fair to 9 say that you can't tell me anything about the 10 specifications for that turbine, meaning any materials 11 that were supposed to be used for it, ratings, 12 horsepower, that kind of thing? 13 A. That's right. 14 MS. GROSS: Object to form. 15 Q. (By Mr. Taddeo) And sir, when you began your 16 deposition, and every day since then, you had -- well, 17 on the first day, you took an oath to tell the truth and 18 the whole truth and nothing but the truth. Do you 19 remember that, sir? 20 A. That's right. 21 Q. And you understood what that oath meant, right, 22 sir? 23 A. To tell the truth, yes. I know what it means. 24 Q. And you've been questioned by various attorneys 25 on both sides, both plaintiff and defendant, for several

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Page 511 1 days, right? 2 A. Yes. 3 Q. Okay. And I specifically had asked you to tell 4 the jury about all of the places that you recall 5 working. Do you remember that? 6 A. Yes. 7 Q. Okay. And you provided the jury with true 8 testimony in answer to my questions; is that right? 9 MS. GROSS: Object to form. 10 A. Yes. 11 Q. (By Mr. Taddeo) Okay. And I had asked you 12 also to tell the jury about all the different machinery 13 that you can recall working on in your career. You 14 remember that, sir? 15 A. I might have, yes. 16 Q. And you provided the jury with truthful 17 testimony in answer to my questions, right, sir? 18 A. I tried to. 19 MS. GROSS: Form. 20 Q. (By Mr. Taddeo) Understanding that about 21 50 years has passed since -- since any of these events, 22 right, sir? 23 A. That's right. 24 Q. Okay. And since the time that I asked you 25 questions last Friday, did you do anything else to	Page 513 1 (Brief pause in proceedings.) 2 Q. (By Mr. Taddeo) Okay. Let me just cue 3 something up really quickly, sir, and then I'll share my 4 screen. 5 A. Okay. 6 (Brief pause in proceedings.) 7 Q. (By Mr. Taddeo) All right. I'm back. Let's 8 see. I'm going to try to share my screen now, sir. 9 What I'm going to do is show you some of the testimony 10 that you provided to me last Friday. This is from 11 Volume 4 and let me see if I can actually make this 12 work. 13 Oh, here we go (indicating). All right. 14 Can you see that, sir? 15 A. Yes. 16 Q. Yeah, it's cut off just a little bit. Let me 17 zoom out just a tad. All right. Can you still see 18 that, sir (indicating)? 19 A. Yeah, just can. 20 Q. Okay. Let me see if I can help you out just a 21 little bit. How about that (indicating)? 22 A. Yeah. 23 Q. Okay. Is that better? 24 A. Yes. 25 Q. Okay. Sir, I want to show you some testimony
Page 512 1 prepare before your deposition this morning? 2 A. I don't think so. 3 Q. Okay. 4 A. Nothing but get dressed. 5 Q. Okay. Did you speak with your attorney at any 6 time between the time I talked to you Friday and this 7 morning? 8 A. Yes. 9 Q. Okay. Can you tell me how many times you 10 talked to your attorney in the week since I asked you my 11 questions? 12 MS. GROSS: Object to form. 13 A. No. 14 Q. (By Mr. Taddeo) Can you tell me who else was 15 in the room when you were speaking with your attorney 16 since the time I asked you my questions? 17 MS. GROSS: Object to form. 18 A. Wasn't nobody in here, not when I was talking 19 on this computer (indicating). 20 Q. (By Mr. Taddeo) Bear with me one moment, sir. 21 MS. GROSS: How are you doing, Mr. Murphy? 22 Hanging in there? 23 THE WITNESS: I'm trying to. 24 MS. GROSS: You're doing good. You're 25 doing good.	Page 514 1 that you provided to me last Friday in Volume 4. 2 MR. TADDEO: This is, Counselor, Page 16, 3 and we're first going to go from Line 5 to Line 17. 4 MS. GROSS: This is the rough draft as 5 well? 6 MR. TADDEO: Yeah, this is -- I'll 7 represent -- you're absolutely right. This is the 8 rough. 9 Q. (By Mr. Taddeo) Okay? 10 A. All right. 11 Q. All right, sir. Starting with Line 5, it says: 12 Question: Now, this first time that you 13 were at Weyerhaeuser, while you were hanging this pipe 14 in this building, do you recall if there was any -- 15 well, let me first ask you this question: This is 16 brand-new pipe, I understand? 17 Answer: Yes. 18 Question: So this is going to seem -- 19 obviously, there is nothing running through that pipe 20 right yet (as read), right? 21 A. Not yet. 22 Q. Answer: No. 23 Hang on a second. Let me get through and 24 then I'll ask you a question. Okay, sir? 25 Answer: No. Not until we got through

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Page 515 1 welding it up. 2 Question: And was any of this pipe hooked 3 up to any of the system yet? 4 Answer: No. It was -- both ends was 5 open. 6 Sir, that was truthful testimony that you 7 provided to the jury, correct? 8 A. Right. 9 MS. GROSS: Object to form. 10 Q. (By Mr. Taddeo) And let's see. The next 11 section we're going to go to is Page 16, Line 18, 12 Page 17, Line 16. 13 Question: And you had your own work to 14 concentrate on, correct? 15 Answer: That's right. I didn't -- I 16 wasn't interested in what other people was doing. 17 Question: So would it be fair to say that 18 you can't tell me about any of the machinery that was in 19 that building that you were welding that pipe on? 20 Ms. Gross: Objection, form. 21 Answer: I really don't -- I really don't 22 know what was in the building. We was just hanging -- 23 Question: And can you tell me about 24 anything that what any other trades might have been 25 doing in that building that first time that you were at	Page 517 1 Answer: No. 2 Sir, that was truthful testimony that you 3 provided to the jury, right? 4 MS. GROSS: Object to form. 5 A. Right. 6 Q. (By Mr. Taddeo) Now, let me cut to the quick. 7 I'm going to skip ahead to Bowater. Okay. And this is 8 Page 30, so we're talking about Bowater, and I'll direct 9 you to Lines 16 through 21. It begins here: 10 Question: Would -- are there any other 11 machines that you recall in those two buildings that 12 weren't directly involved in the paper-making process 13 that you can tell me about? 14 Ms. Gross objects to form. 15 Answer: No, I couldn't tell you about it. 16 Sir, that was truthful testimony that you 17 provided to the jury, right? 18 MS. GROSS: Form. 19 A. I guess so. 20 Q. (By Mr. Taddeo) Okay. And then, again -- let 21 me just get through here real quick. We're going to go 22 to -- this is in the rough -- Page 43, Line 21, to 23 Page 44, Line 1. This is about Sutton, sir. 24 The question: Do you remember what kinds 25 of other trades you may have been working -- that may
Page 516 1 Weyerhaeuser (as read)? 2 Answer: No. 3 Sir, that was truthful testimony that you 4 provided to the jury at that time, right, sir? 5 A. Yes. 6 MS. GROSS: Object to form. 7 MR. TADDEO: All right. That was 17. Now 8 I'm going to go to Page 19. And Counsel, this is from 9 Line 11 to 19. 10 MS. GROSS: Are we just going to 11 re-read -- 12 Q. (By Mr. Taddeo) Sir, I'd like -- 13 MR. TADDEO: I've got two more. 14 Q. (By Mr. Taddeo) This is Page 19, 15 Page [sic] 11, and we're talking about Weyerhaeuser, and 16 specifically, this is going to be in the dryer building. 17 The question: Okay. So it wasn't your 18 job to install any of the machinery. Would that be 19 fair? 20 Answer: I did. On the other end, I 21 helped put the rollers in, rolled the pipe -- they 22 rolled the paper with the pipe. 23 Question: Do you recall working on or 24 around any other machinery in this particular building 25 that first time you were at Weyerhaeuser?	Page 518 1 have been working at the same time during these two 2 shutdowns? 3 No, I really wasn't interested in what was 4 going on around me. I was just doing my job where I was 5 told. 6 Sir, that's truthful testimony that you 7 provided to the jury, correct, sir? 8 A. That's right. 9 MS. GROSS: Form. Thank you. 10 Q. (By Mr. Taddeo) Sir, was there anytime when 11 you yourself raised up any of that -- well, let me 12 preface it with this: There were certain job sites 13 where you had seen some tape roping off certain areas. 14 Do you remember that testimony, sir? 15 A. Yes. 16 Q. Was there anytime when -- I'm sorry, sir. What 17 was your answer? 18 A. I didn't say anything. 19 Q. Okay. I'll reask it. 20 There were a few job sites where you had 21 testified to seeing some yellow-and-black tape marking 22 off an area. Do you remember that testimony, sir? 23 A. Yes. 24 Q. Okay. Did you personally ever go under that 25 tape to go through that area?

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Page 519 1 A. Not until I found out what it was there for. 2 It was just a caution tape. When you went in that area, 3 you just made sure you stayed in the safety area. 4 Q. Do you know what was going on in any of those 5 areas that you would have entered? 6 A. No. 7 Q. And sir, finally, this morning you had 8 testified about seeing some of the other workers wearing 9 white suits. Do you remember that testimony, sir? 10 A. Yes. A lot of -- 11 Q. Okay. 12 A. A lot of -- 13 Q. I -- 14 MS. GROSS: He's not done. 15 Go ahead, Mr. Murphy. 16 Q. (By Mr. Taddeo) Sorry. 17 A. A lot of Weyerhaeuser people wore white suits. 18 It kept their clothes from getting nasty. 19 Q. Do you know what they were doing while they 20 were wearing those white suits? 21 A. They were working on the mill. All the -- 22 every Weyerhaeuser guys, they were mechanics. They were 23 working on ever what they needed to work on. 24 Q. Sir, did you ever ask anyone, be it from 25 Weyerhaeuser, Brown & Root, Daniels, one of the Jones	Page 521 1 Q. Were there also showers in there? 2 A. No. 3 Q. Was this locker room available for you to go 4 into? 5 A. No. 6 Q. Okay. How, then, do you know that folks were 7 taking off their white suits and throwing the garbage 8 out? 9 A. Well, when they went in, they had them on, and 10 when they come out, they had their street clothes on. 11 MR. TADDEO: Sir, I think that's all the 12 questions that I have for you, depending upon what any 13 of the other attorneys might ask. 14 THE WITNESS: Okay. 15 MS. GROSS: Thank you. 16 MR. TADDEO: Thank you. 17 MS. GROSS: How are you doing? You need a 18 break or do you want to go for another one? 19 THE WITNESS: I'll -- 20 MS. GROSS: You need a break? 21 THE WITNESS: I'll try one more. 22 MS. ABDALLA: Rachel, can I go? It's Mary 23 Clift Abdalla. 24 MS. GROSS: Hi there. 25 MS. ABDALLA: Hi. I shouldn't be long.
Page 520 1 coworkers, anyone, why those folks were wearing the 2 white suits? 3 A. No. I knew -- I knew -- I thought I knew, to 4 keep the dirt off of them. 5 Q. Did you ever see those folks take those suits 6 off and throw them in the garbage? 7 A. Yes. 8 Q. Okay. And where did you see that? 9 A. In the -- in the -- 10 MS. GROSS: Object to form. 11 A. In the tool room, where you go in there to put 12 your tools up, take your old, dirty clothes -- the white 13 suits off and throwed them in the trash can. 14 Q. (By Mr. Taddeo) Okay. And was this at 15 Weyerhaeuser, Bowater or Sutton? 16 A. All of them. 17 Q. And this was a trash receptacle where it would 18 be taken to a landfill or something; is that right? 19 A. Right. 20 MS. GROSS: Form. 21 Q. (By Mr. Taddeo) And in the tool room, was that 22 anything like a locker room -- 23 A. Yeah. 24 Q. -- where folks could change? 25 A. That's right.	Page 522 1 Hey, Mr. Murphy. 2 THE WITNESS: Hi there. 3 MS. GROSS: Mr. Murphy, yeah, if you do 4 need a break -- you look like you need a break. I know 5 you want to keep going, but -- 6 THE WITNESS: I want to get through with 7 this stuff. 8 MS. GROSS: If you do wind up needing a 9 break or you look like you need a break, we're going to 10 take one. Okay? 11 THE WITNESS: Okay. We can take one. 12 MS. GROSS: All right. 13 FURTHER EXAMINATION 14 BY MS. ABDALLA: 15 Q. Mr. Murphy, I just have a few questions 16 regarding your testimony about Weyerhaeuser and your 17 work there. 18 I believe that you testified earlier in 19 the week, in previous days, that you worked the initial 20 construction and then you went back two other occasions; 21 is that correct? 22 A. Yes. 23 Q. For the first time that you went back, I 24 believe you testified it was about a year after you 25 left, and I believe you said it was either still under

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Page 523 1 construction or you went and added on. And I think -- 2 is this when you worked on the pulp mill? 3 A. I don't remember. It's been a long time ago. 4 What I told you was it. 5 Q. What you told me was correct? 6 A. Yeah. 7 Q. Okay. So I believe you testified that you 8 worked, that first time you returned back, on the 9 debarkers and the chipper; is that correct? 10 A. That was probably the third time I went back 11 because that was the last -- that was something they had 12 added on. 13 Q. Okay. So this was new construction in addition 14 to that, correct? 15 A. Right. 16 Q. And then you also described, I think, going 17 back at some point and working on a pipe rack. Do you 18 remember that testimony? 19 A. A pipe rack? 20 Q. Yes. 21 A. Yes. 22 Q. Now, was that outside? 23 A. Yes. 24 Q. Was that one of the shutdowns that you went 25 back to the mill and worked?	Page 525 1 Weyerhaeuser, correct? 2 A. That's right. 3 Q. Okay. I think that's all I have. 4 One more question. When you were there 5 during shutdowns, they were fairly brief periods, 6 correct? 7 A. Yes. 8 MS. GROSS: Form. 9 Q. (By Ms. Abdalla) And I believe Rachel asked 10 you earlier if you were all over the place working at 11 Weyerhaeuser. Is that because the mill was so spread 12 out? 13 When you had certain tasks, like erecting 14 the pipe rack, that would have been in one area of the 15 mill, working on the debarkers and chippers, that was in 16 another area of the mill; is that correct? 17 A. Yes. 18 MS. GROSS: Object to form. 19 MS. ABDALLA: Okay. 20 MS. GROSS: Go ahead. 21 MS. ABDALLA: That's all I have for now. 22 I may have a few later, but thank you very much. 23 MS. GROSS: Do you need a break now? 24 THE WITNESS: Yeah, might as well take one 25 now.
Page 524 1 A. Right. That was -- that was behind the pulp -- 2 that was on the back side of the pulp building. There 3 was some more pipe running back to another building from 4 the pulp building. 5 Q. Okay. So, just to clarify, you worked the 6 initial construction and you testified that you -- you 7 erected a lot of the steel for the buildings, correct? 8 A. Yes. 9 Q. And then you went back and you worked on the 10 debarkers and chipper, adding that on at some point; is 11 that correct? 12 A. Right. 13 Q. Now, was that -- was that work inside or 14 outside? 15 A. Outside. 16 Q. And then you went back another time and you 17 erected the pipe rack outside; is that correct? 18 A. Yes. 19 Q. Is there any other tasks that we're missing in 20 your work at Weyerhaeuser? 21 MS. GROSS: Object to form. 22 A. I couldn't tell you. I couldn't tell you. 23 Q. (By Ms. Abdalla) I understand. 24 So, to the best of your recollection, 25 those are the tasks that you remember working on at	Page 526 1 MS. GROSS: Take a break now. 2 THE VIDEOGRAPHER: Going off the record. 3 The time is 3:42 p.m. Greenwich Mean Time. 4 (A recess was taken from 5 10:42 a.m. to 11:02 a.m.) 6 THE VIDEOGRAPHER: We are back on the 7 record. The time is 4:02 p.m. Greenwich Mean Time. 8 EXAMINATION 9 BY MR. RAINSFORD: 10 Q. Mr. Murphy, can you see me? My name is Todd 11 Rainsford. I'm from Charleston, South Carolina. I just 12 want to make sure you can see me while I'm asking 13 questions. 14 A. No, I can't see you. 15 MS. GROSS: You might have to scroll over. 16 He's wearing like a maroon polo shirt. 17 Is that maroon? 18 MR. RAINSFORD: It's black, but with the 19 sunlight hitting it -- 20 THE WITNESS: Yeah. Now -- 21 MR. RAINSFORD: It would be cool if it was 22 maroon. 23 Q. (By Mr. Rainsford) Can you see me now? 24 A. Yes. It looks like maroon. 25 Q. It does. Maybe I ought to shut that window

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Page 527 1 shade (indicating). 2 MS. GROSS: It looks maroon. 3 A. It's all right. 4 Q. (By Mr. Rainsford) Thank you, sir. I 5 appreciate it. 6 Mr. Murphy, I've got just a few questions 7 for you this morning. I'm going to start by asking you 8 about your work at Newport News shipyard first. Do you 9 recall exactly where you lived when you were working at 10 Newport News? 11 A. I was living in Newport News. 12 Q. Do you know if it was like a shipyard dorm or 13 an apartment or a hotel? 14 A. No. It was my nephew's house. I was staying 15 with him. He lived about two blocks from the shipyard. 16 Q. And when you would go to work there, did you 17 ever go into the same gate as the shipyard workers? 18 A. No. 19 Q. Did you ever share any facilities, like 20 bathrooms or cafeterias or anything like that, with the 21 shipyard workers at Newport News? 22 A. No. 23 Q. And you may have been asked this, but do you 24 remember the name of any of your coworkers at Newport 25 News?	Page 529 1 A. Just about. 2 Q. On the second day of the deposition, you were 3 asked about boilers at Sutton. You said you never 4 personally worked on a boiler at Sutton; is that right? 5 A. I don't remember working on one. 6 Q. This morning you were asked some questions by 7 your attorney and you said that you may have seen other 8 people working on a boiler at Sutton. Do you have a 9 specific recollection of ever seeing anyone else working 10 on the boilers at Sutton? 11 MS. GROSS: Object to form. 12 A. That would have been 50 years ago. I don't 13 remember. 14 Q. (By Mr. Rainsford) You don't remember that? 15 A. No. 16 Q. So you couldn't tell me anything about any work 17 any other trades were doing on a boiler at Sutton; is 18 that correct? 19 A. No. 20 MS. GROSS: Object to form. 21 A. I wouldn't, no. 22 Q. (By Mr. Rainsford) You wouldn't be able to 23 tell me anything about the boilers at Sutton? 24 A. No. 25 MS. GROSS: Form.
Page 528 1 A. Gerald Murphy and Graham Murphy and Jenny 2 Murphy. They hired women and all there. 3 MS. GROSS: Oh, progressive. 4 A. Millard Murphy. I had a bunch of brothers work 5 there. 6 Q. (By Mr. Rainsford) Really? 7 A. Yeah. 8 Q. Now, I'm going to move forward in time and ask 9 you about your work at the Sutton plant. 10 A. Okay. 11 Q. It's my understanding that you went to work at 12 the Sutton plant after you went to Arthur Farms and you 13 worked there sometime in the 1980s; is that correct? 14 A. Yeah. 15 Q. All righty. And you testified earlier that you 16 did mostly tearing down rusted sheet metal from these 17 big buildings at Sutton. That sounds right? 18 A. Right. And tore down somewhere -- everything, 19 pipes. 20 Q. That's right. 21 A. Yeah. 22 Q. I think you said earlier, you spent about 23 80 percent of your time tearing down rusted sheet metal 24 and 20 percent of your time fitting pipes. Does that 25 sound correct?	Page 530 1 A. I could walk there and show you the boiler, but 2 I couldn't tell you what needed to be done to it. 3 Q. (By Mr. Rainsford) But you didn't work on it 4 and you don't remember seeing other people work on it, 5 right? 6 A. I seen other people working on it. Not me. 7 Q. Do you recall when you -- so let me see if I 8 can get this straight. Do you have a specific 9 recollection of seeing somebody work on the boilers at 10 Sutton when you were there? 11 MS. GROSS: Object to form. 12 A. I -- I seen people working on it, but I don't 13 know what they were doing or knew who it was. 14 Q. (By Mr. Rainsford) And you don't know what 15 products they were working with or anything like that? 16 A. No. 17 MS. GROSS: Object to form. 18 Q. (By Mr. Rainsford) Do you know what building 19 the boiler was in there that you saw them working on? 20 A. Do I know what? Say it again. 21 Q. Oh, the building, the name of the building that 22 the boiler was in that you saw people working on. 23 A. No. There's one big -- they got -- there was 24 one big building that had most of everything in it. It 25 was probably 100-and-some-foot tall.

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Page 531 1 Q. And were you taking the sheet metal off of that 2 building? 3 A. Took some of the sheet metal inside and 4 outside, setting it down on the road, all the way to the 5 top. 6 Q. You don't know who manufactured any boiler at 7 Sutton, do you? 8 A. No. 9 Q. And you wouldn't know the unit number of any 10 boilers out there? 11 A. No. 12 Q. And like you said earlier, you can't tell me 13 anything that those men were doing on the boiler; you 14 just know they were working on the boiler, correct? 15 MS. GROSS: Form. 16 A. Yep. They were right there at the boiler doing 17 something. 18 Q. (By Mr. Rainsford) And I think this will be my 19 last question: You don't know the service history of 20 any of the boilers out there at Sutton, do you? 21 A. Sure don't. 22 Q. And -- sorry. That wasn't the last question. 23 This is the last question: You don't know the supplier 24 of any materials that may have been used on the boilers, 25 do you?	Page 533 1 at Bowater during the second shutdown? 2 MS. GROSS: Object to form. 3 A. No. I don't know. 4 Q. (By Mr. Meacham) Do you think you saw folks 5 wearing white suits at Bowater the third weekend you 6 worked there? 7 MS. GROSS: Object to form. 8 A. I don't remember. It could have been they were 9 just putting on a show, to show us what they was 10 supposed to be doing. 11 Q. (By Mr. Meacham) Okay. But you do believe -- 12 A. They didn't -- 13 MS. GROSS: Wait. He's not -- 14 (Overlapping speakers.) 15 A. They (connection interruption) -- my company. 16 Q. (By Mr. Meacham) When you saw -- when you saw 17 people wearing white suits at the Bowater plant, how 18 many people was it that were wearing white suits? 19 A. Probably 20, 30. I don't know how many it was. 20 Q. And what were those people doing? 21 A. They were working on the boiler and everything 22 around there. Anything they done, they were -- anything 23 was in that building, they worked on besides what we 24 were -- what our shutdown required us to do. 25 Q. So do you recall if they were working on one
Page 532 1 A. No. 2 MR. RAINSFORD: All righty. I think 3 that's it. Thank you, sir. Appreciate your time. 4 THE WITNESS: Thank you. 5 FURTHER EXAMINATION 6 BY MR. MEACHAM: 7 Q. Mr. Murphy, can you see me? 8 A. Yes. 9 Q. All right. Mr. Murphy, my name is Pat Meacham. 10 We spoke yesterday morning. And I do have some 11 follow-up questions for you about what you may have seen 12 when you were at the Bowater plant. Specifically, sir, 13 I want to ask you what you talked to Ms. Gross about 14 this morning about seeing people dressed in white suits 15 when you were at Bowater. 16 But let me start off by asking this 17 question: Did you see any people dressed in white suits 18 on any of the three weekends that you were working at 19 the Bowater plant? 20 A. Yes. 21 Q. And during which of the three weekends was 22 that? 23 A. I couldn't tell you, but I know I -- I believe 24 it was the first -- the first shutdown. 25 Q. Do you think you saw people wearing white suits	Page 534 1 thing when you saw them or were they moving all around 2 the building? 3 A. Around the whole building. 4 Q. And in addition to the white suits, were they 5 wearing anything else that stood out to you? 6 A. No. No. 7 Q. Had you ever seen anyone wearing these types of 8 white suits before? 9 A. Yes. 10 MS. GROSS: Object to form. 11 Q. (By Mr. Meacham) Where? 12 A. Yes. Weyerhaeuser. 13 Q. And when you saw folks wearing the white suits 14 at Weyerhaeuser, I know you said you believe it was just 15 so they could keep their clothes clean; is that right? 16 A. Yeah. That's what I thought. And if wasn't -- 17 our department had some of them, but it was hot. It was 18 summertime when I was there, but I -- I figured they'd 19 keep their clothes clean. 20 Q. Okay. And when you saw the folks at 21 Weyerhaeuser wearing these white suits, how many people 22 was it? 23 A. Probably 50. 24 Q. And to the best of your recollection, did the 25 white suits that people were wearing at Weyerhaeuser,

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Page 535 1 did they look like the same white suits that you saw 2 people wearing at Bowater? 3 A. Same thing. They was sort of plastic. Like, 4 they wasn't paper. They was plastic, like white 5 plastic. 6 Q. And when you saw these folks wearing those 7 types of suits at Weyerhaeuser, did you ask anybody why 8 they were wearing them? 9 A. No. 10 MS. GROSS: Object to form. 11 Q. (By Mr. Meacham) And when you saw folks 12 wearing the white suits at Bowater, did you ask anyone 13 why they were wearing them? 14 A. No. I figured they were to keep their clothes 15 clean, like I said. 16 Q. And let me ask you -- Mr. Murphy, I asked you 17 what these folks in the white suits were working on. I 18 want you to tell me everything you remember about what 19 these people in the white suits were working on. 20 MS. GROSS: Object to form. 21 A. I just said they were working all over -- all 22 over the plant, everywhere. Could have been a pump they 23 were working on or it could have been the turbine or it 24 could have been anything. But I just didn't pay 25 attention to exactly what they was working on.	Page 537 1 I thought I heard you say yesterday that 2 your wife has cancer. Did I hear that correctly? 3 A. Yes. 4 Q. What type of cancer does she have? 5 A. Cirrhosis of the liver. 6 MS. GROSS: It's cirrhosis, right? 7 A. Yes. 8 Q. (By Mr. Meacham) And how is your wife's 9 condition? 10 A. It's a lot worse than mine. Her condition is 11 worse than mine. She don't do no cooking at all. She 12 can't -- however, she's still in bed now. 13 Q. And Mr. Murphy, I don't want to -- I'm not 14 trying to upset you or anything, but do you have -- has 15 anyone told your wife that -- that she may not live for 16 a long period of time? 17 A. Yes. 18 Q. And tell me about that. How long did the 19 doctors say that your wife has to live? 20 A. He told her that her life expansion was 21 short -- was shorter than it had been if she hadn't have 22 worked for Hatteras. 23 Q. Mr. Murphy, do you provide any money to any of 24 your children for them to -- to live on a daily basis, 25 on a routine basis?
Page 536 1 Q. (By Mr. Meacham) I believe you told us 2 earlier, when you saw these folks at Weyerhaeuser, you 3 saw these folks go into like a locker room with the 4 white suits on and that they'd come out without the 5 white suits on, correct? 6 A. No. I told you they went in there when it was 7 time to knock off, change clothes, and they'd come out 8 with street clothes on. But I didn't ever see them in 9 the morning when they went in there. When they come 10 out, they had the white suits on. So I figured they put 11 them on when they were going to work to protect their 12 clothes. 13 Q. Okay. Thank you, Mr. Murphy. 14 Let me ask you a similar question with 15 regard to Bowater. Did you ever see these people, the 16 20 people or so with white suits on, at the end of the 17 day, did they go in and take those suits off? 18 A. No. I didn't never see them at the end of the 19 day. We was probably working two hours longer than they 20 were. 21 Q. All right. Mr. Murphy, I have a question 22 that -- there was some testimony that you gave before -- 23 before I was here at your deposition yesterday. And I 24 tried to read through the -- the transcripts and I'm 25 just not clear on something.	Page 538 1 A. No. 2 Q. Do any of your children live at home with you? 3 A. No. 4 Q. They're all independent and self-sufficient 5 financially? 6 A. That's right. My baby is probably 45 years old 7 and she's a heavy equipment operator working for Texas 8 Gulf. 9 MR. MEACHAM: Thank you, sir. Mr. Murphy, 10 I don't have any further questions for you. Thank you 11 so much. 12 THE WITNESS: Thank you. 13 MS. GROSS: Thank you. 14 Mr. Murphy, could you tilt the screen of 15 the laptop just a tiny bit? 16 (Witness complies.) 17 MS. GROSS: Perfect. There you go. 18 Perfect. Perfect. Right there (indicating). 19 MR. BENTON: Rachel, I just have a few. 20 MS. GROSS: Sure. Go ahead. 21 FURTHER EXAMINATION 22 BY MR. BENTON: 23 Q. Mr. Murphy, it's Jason Benton. We spoke 24 yesterday, I believe. I just want to follow up on a 25 couple of things from this morning.

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Page 539 1 You've given some testimony about seeing 2 folks in white suits that were like plastic; is that 3 correct? 4 A. Yes. They were -- they were paper plus 5 plastic. It was just something to keep the dirt off of 6 them, I guess. 7 Q. And did you -- 8 A. I know now it's not. It was for protection. 9 But then, I didn't. 10 Q. And did you see anyone wearing those types of 11 suits at the Sutton plant in Wilmington? 12 A. Yes. 13 Q. And do you know who the employer was for those 14 individuals? 15 A. I guess it was Sutton. 16 Q. And what makes you -- 17 A. The power plant. 18 Q. And what makes you say that? 19 A. Well, I don't know who else would have been in 20 there besides Brown & Root and Sutton workers. 21 Q. And similar questions to what Mr. Meacham asked 22 you: Did -- did you see folks in those suits every time 23 you went to Sutton or just some of the time? 24 A. Just some of the time. 25 Q. Okay. And do you remember if you saw them on	Page 541 1 EXAMINATION 2 BY MS. BAIRD: 3 Q. You okay, Mr. Murphy? 4 A. Yes. 5 Q. All right. I'll be really quick, I assure you, 6 sir. 7 Last week and also this week, you 8 testified to some pump work at various job sites 9 throughout your career. And you said that you do not 10 recall the manufacturer of any of those pumps; is that 11 correct, sir? 12 A. No, I don't remember. 13 Q. Okay. And so, as you sit here today, you can't 14 testify that any of the pumps at your job sites were 15 made by Ingersoll Rand; is that correct? 16 A. No. 17 Q. All right, sir. And with regard to valves, you 18 also testified to valve work at various job sites, and 19 you said that you could not recall the manufacturer of 20 any of those valves; is that correct, sir? 21 A. That's right. 22 Q. All right. And so you could not testify to 23 working on or being around any work on a Spirax Sarco 24 valve; is that correct, sir? 25 A. Yeah. I couldn't tell you which company made
Page 540 1 your first weekend there? 2 A. No. 3 Q. You -- 4 A. I don't remember whether it was the first or 5 last or whichever. 6 Q. Fair enough. 7 And do you have any recollection of how 8 many folks you saw wearing those? 9 A. No. I -- that's a long time to try to think 10 back. 11 Q. Yes, it is. 12 A. One day you'll get that old. When you get 80, 13 you tell me what happened today. You won't be able to 14 tell me my name. 15 MR. BENTON: Mr. Murphy, I thank you for 16 your patience. Those will be my questions. Thank you, 17 sir. 18 THE WITNESS: Thank you. 19 MS. GROSS: Thank you. 20 MS. BAIRD: Rachel, this is Katie. I just 21 have like two minutes of closeout questions. 22 MS. GROSS: Sure. Go ahead. 23 You okay, Mr. Murphy, for another couple 24 of minutes? 25 THE WITNESS: Yeah.	Page 542 1 it. 2 Q. Understood. Thank you, sir. 3 One type of equipment that I don't think 4 you mentioned is a blower, like something that would be 5 used with HVAC equipment. Is it fair to say that you 6 never worked on blowers throughout your career, sir? 7 A. No. I never worked on a blower. 8 Q. And has anyone ever worked on a blower in your 9 vicinity that you can recall? 10 MS. GROSS: Object to form. 11 A. I don't know. 12 MS. BAIRD: All right, sir. Thank you 13 very much. Those are all my questions. We appreciate 14 your time. 15 MS. GROSS: Thank you. 16 How are you doing, Mr. Murphy? 17 THE WITNESS: Maybe I'm going be all 18 right. 19 MS. GROSS: Okay. Anybody else have any 20 more questions? 21 MR. PHILLIPS: Rachel, just the same 22 closeout questions very quickly. 23 FURTHER EXAMINATION 24 BY MR. PHILLIPS: 25 Q. Mr. Murphy, can you see me with a hand there,

Page 543 1 with a white shirt on? 2 MS. GROSS: Scroll back towards my face. 3 MR. PHILLIPS: I'm right next to Rachel, 4 at least on my screen. 5 THE WITNESS: Wait a minute. He might be, 6 yeah. 7 MS. GROSS: Got him? Okay. 8 Q. (By Mr. Phillips) Just following up what we 9 just heard, you did not know, as you said, the names of 10 the industrial pumps or valves at the job sites where 11 you'd spent your career? 12 A. No. 13 Q. Okay. So, for instance, you wouldn't remember 14 the name or see the name Buffalo Pumps anywhere? 15 A. No. 16 Q. And as to valves, you don't remember a company 17 called Atwood & Morrill? 18 A. No. 19 Q. Or a company called Anchor Darling? 20 A. No. 21 Q. And just when you -- I think when Mr. -- it was 22 one of the questions. You had talked a little bit about 23 meeting with the lawyers and the prep work that you've 24 done. Was it your testimony that you've -- that you 25 also sometimes talked on the computer between the	Page 545 1 Does anybody else have more questions for 2 Mr. Murphy or are we done? 3 MR. ELLIOTT: Rachel, I have a couple. 4 This is James Elliott. 5 MS. GROSS: Too good to be true. All 6 right. Who's left? 7 MR. WILSON: James, you go ahead. I'll 8 follow you. 9 MR. ELLIOTT: Oh, I'm sorry. Yeah, okay. 10 I won't be long. 11 FURTHER EXAMINATION 12 BY MR. ELLIOTT: 13 Q. Mr. Murphy, James Elliott again. Good to see 14 you today. 15 A. Okay. Let me see if I can get you back on the 16 screen. 17 Q. Yeah. I'm right above the fellow, Mark 18 Phillips, who was just talking. 19 MS. GROSS: Scroll -- yeah. Scroll one 20 over. 21 A. Okay. Okay. 22 Q. (By Mr. Elliott) Got it? 23 A. I got you. 24 Q. Okay. I'll try to be brief so you can be done 25 with this. Well, I guess there's at least one more.
Page 544 1 deposition days? 2 MS. GROSS: Object to form. 3 A. I don't remember. 4 Q. (By Mr. Phillips) I thought you said that -- 5 that y'all had had some discussions -- it's not a -- I'm 6 just trying to figure out exactly to what extent -- 7 between deposition days, like the morning before or the 8 afternoon after. 9 A. Could have -- 10 MS. GROSS: Object to form. 11 A. Could have been. 12 Q. (By Mr. Phillips) Could have been? 13 A. Could have been. 14 Q. All right. Did y'all have a -- 15 A. Y'all ask so many questions, I don't know 16 what's what. 17 Q. Don't know what's what. All right. 18 A. That's right. 19 MR. PHILLIPS: Okay. In that case, if you 20 don't know what's what, I'll let you be. Thank you very 21 much. 22 THE WITNESS: Okay. Thank you. I'm 23 waiting for the chicken man to get back up there. 24 MS. GROSS: Oh, God. No, it was the -- 25 are we done?	Page 546 1 So I'm going to ask you a couple questions 2 about Bowater and some additional testimony you gave 3 this morning regarding shut -- work at the shutdowns. 4 Okay? 5 A. Okay. 6 Q. You mentioned that during the -- at some point 7 during the shutdowns, you were around some other workers 8 working on valves. You said that in response to 9 Rachel's questions. 10 And my question to you is: During the 11 three instances that you were on shutdowns at Bowater, 12 how many times were you near someone else that you 13 believed to be doing some work on a valve? 14 MS. GROSS: Object to form. 15 A. Probably three times. 16 Q. (By Mr. Elliott) Okay. And that's for all of 17 the shutdowns, the three shutdowns, correct? 18 A. Correct. 19 MS. GROSS: Object to form. 20 Q. (By Mr. Elliott) And during -- on those three 21 occasions when you were around someone doing some work 22 on valves, do you know what work they were doing? 23 A. No. 24 MS. GROSS: Object to form. 25 Q. (By Mr. Elliott) Do you know what type of

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Page 547 1 valves they were working on, be it a gate or a globe or 2 a check? 3 A. No. 4 Q. Okay. Don't know that. 5 And do you know what type -- excuse me -- 6 what the material was that the valve was made of, such 7 as bronze or iron or steel? Like, do you know? 8 A. No. I don't know which one was which, but I 9 have seen all three of them on the -- on the job. 10 Q. You've seen all three of them, meaning what 11 they're made out of, like a bronze or -- 12 A. Yes. 13 Q. Got you. You've seen those types. Okay. 14 But as far as someone working around you 15 on the three occasions, you don't know what those valves 16 were made out of? 17 A. No. 18 MR. ELLIOTT: Thank you, sir. 19 THE WITNESS: You're welcome. 20 MS. GROSS: That was fast. 21 Mr. Murphy, how are you doing? Do you 22 need another break? 23 THE WITNESS: No. I'm gonna be all right, 24 I guess. 25 MS. GROSS: How long do you have before we	Page 549 1 a Skilsaw and jigsaws and drill -- I've got two drill 2 presses, a big drill press and a small one. And I've 3 got three band saws in there. 4 Q. Pretty much everything you'd need to work on 5 wood? 6 A. Plenty of hammers and screwdrivers, yes. 7 Q. Okay. Do you have sanders in there also? 8 A. Yes. I've got three electric 12-inch sanders. 9 Q. Have you ever cut woods for cabinets in there? 10 A. Yes. 11 Q. Okay. How about countertops? 12 A. Yes. 13 Q. And did those materials come in sheets? 14 A. No. 15 Q. Can you describe those materials for me? 16 A. They come in 10-inch-wide boards, oak boards 17 that come from Lowe's. And 10 inches is about as wide 18 as you can get, 10 and a half. And I run them through 19 my shape -- I've got a shaper, too, and put a notch in 20 the side of the table for it to -- the counterlock, lock 21 in with one another. You put glue in there, put a clamp 22 on and pull them together, then you can make your table 23 as big as you want. 24 Q. Do you cut laminated boards? 25 A. I try not to.
Page 548 1 decide he needs another break? I saw you pop up on the 2 video, Mr. Wilson. 3 MR. WILSON: You're asking me how long I 4 have? 5 MS. GROSS: Yeah. You look like you have 6 questions because you just popped up on video. Do you? 7 MR. WILSON: Yeah, maybe between two and 8 four minutes. 9 MS. GROSS: Oh, okay. All right. Cool. 10 Are you good for four minutes? 11 THE WITNESS: Yes. 12 MS. GROSS: All right. 13 FURTHER EXAMINATION 14 BY MR. WILSON: 15 Q. All right. Can you see me, Mr. Murphy? 16 A. Yes. 17 Q. Okay. Sorry about that. 18 The wood shop that you talked about that's 19 on your property, that's in your backyard? 20 A. Yes. 21 Q. And what -- what tools do you have in there to 22 cut materials in there? 23 A. I've got a couple of band saws. I've got a 24 table saw. I've got a planer -- I've got two planers. 25 I've got three routers and probably a Skilsaw. I've got	Page 550 1 Q. Okay. How about reclaimed wood? 2 A. No. 3 Q. Any painted wood? 4 A. No. If it wasn't new, I didn't like to mess 5 with it. 6 Q. Okay. It gets dusty in a wood shop. You said 7 your wife doesn't let you back there. 8 A. I've got a big vacuum, a dust collector. 9 Q. Okay. Do you wear a respirator when you cut 10 the wood back there? 11 A. Yeah, sometimes. I've got a box of masks, 12 yeah. 13 Q. Did you ever wear a dust mask or a respirator 14 when you were on the tractor working the fields? 15 A. A long time ago, I did, but the new tractors, 16 all of them's got cabs on them, so you don't have to 17 have it. 18 Q. Aside from what you already told us and you've 19 already testified about, you can't provide any more 20 descriptive information about the time you walked past 21 what you believed was a turbine, right? 22 MS. GROSS: Object to form. 23 A. No. 24 Q. (By Mr. Wilson) Okay. And you said it was the 25 size of a Lincoln Town Car, but you can't give us any

Page 551 1 other characteristics about it? 2 A. No. 3 MS. GROSS: Object to form. 4 Q. (By Mr. Wilson) Okay. And that's because 5 you're a welder, right? 6 A. I was a welder. It was not because I was 7 welding. It was because I didn't have no -- no means of 8 really working on it and doing anything to it. 9 Q. Okay. I'm going to ask: Are you able to tell 10 the difference between a gas turbine and a steam 11 turbine? 12 MS. GROSS: Object to form. 13 A. I -- I don't know. I guess it would be a gas 14 turbine would have less lines running through it. 15 Q. (By Mr. Wilson) Okay. I mean, if you saw it 16 in a plant or in your career, you wouldn't be able to 17 tell the difference if you saw a steam turbine or a gas 18 turbine and know the difference, right? 19 A. Just walking by -- 20 MS. GROSS: Form. 21 A. -- walking by, I wouldn't know the difference. 22 Just walk right up to it and look at it, I probably 23 would notice. 24 Q. (By Mr. Wilson) All right. And are you able 25 to tell the difference between a turbine and a	Page 553 1 A. Nothing but in the shop. 2 Q. Okay. 3 A. And I don't remember saying I never worked 4 around any electrical equipment. 5 Q. All right. Well, is it true that you never 6 worked around anything like circuit breakers? 7 MS. GROSS: Object to form. 8 A. Yeah. They were on the wall, yes. 9 Q. (By Mr. Nelson) All right. Did you ever see 10 anybody taking apart circuit breakers? 11 A. No. 12 Q. Okay. And then you were asked a couple of days 13 ago about something called a "heat exchanger." Do you 14 recall talking about that? 15 A. Yes. I was trying to remember -- 16 MS. GROSS: It's okay. 17 A. I was trying to remember a heat exchanger, but 18 I -- 19 MS. GROSS: It's okay. 20 A. I just can't remember it. 21 Q. (By Mr. Nelson) All right. So it would be 22 fair to state, then, that today, you don't recall 23 working around any heat exchangers at any of the three 24 facilities you've told us about? 25 A. Probably don't.
Page 552 1 precipitator or other pieces of equipment? 2 A. Yes. 3 Q. Okay. And the thing you said you walked past 4 that had a sign on it that you believe was a turbine, is 5 it possible it could have been a different piece of 6 equipment? 7 MS. GROSS: Object to form. 8 A. Could have been. 9 MR. WILSON: Okay. Thank you, Mr. Murphy. 10 THE WITNESS: You're welcome. 11 MS. GROSS: All right. Looking to see if 12 anybody else pops their face up because, if not, we may 13 be done. 14 Anybody else? All right. 15 FURTHER EXAMINATION 16 BY MR. NELSON: 17 Q. Mr. Murphy -- sorry. I couldn't get my mute 18 off. My name is Joe Nelson. You're not going to see me 19 because I don't have a camera on this computer. Can you 20 hear me okay, though? 21 A. Yeah. 22 Q. All right. We spoke a couple of days ago very 23 briefly, and I think you told me that you've never 24 worked around any electrical equipment; is that still 25 true?	Page 554 1 MR. NELSON: All right. Those are all my 2 questions, sir. Thank you very much. 3 MS. GROSS: All right. Anybody else or 4 are we good? 5 I think we're good, Mr. Murphy. That 6 silence is a good sign, so let's go off the record. 7 THE VIDEOGRAPHER: Going off the record. 8 This concludes the videotaped deposition of 9 Nicholas Murphy. The time is 4:34 p.m. We are off the 10 record. 11 (A recess was taken from 12 11:34 a.m. to 11:35 a.m.) 13 THE VIDEOGRAPHER: Back on the record. 14 MS. GROSS: All right, Mr. Murphy. This 15 concludes your deposition. Thank you so, so, so much 16 for your time over these past, I think it was, six days. 17 You're amazing. And I'll thank you on behalf of 18 everybody else as well. We're done. 19 THE WITNESS: Thank you. 20 MS. GROSS: All right. Off the record. 21 THE VIDEOGRAPHER: Off the record. 22 (Off the record at 11:35 a.m.) 23 - - - - 24 25

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555 to 558

Page 555	Page 557
1 CHANGES AND SIGNATURE	1 IN THE COURT OF COMMON PLEAS FOR THE FIFTH CIRCUIT
2 WITNESS NAME: NICHOLAS LEON MURPHY	2 STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND
3 DATE OF DEPOSITION: MAY 8, 2020	3 NICHOLAS LEON MURPHY,)
4	AND DORIS ANNE MURPHY,)
5 Please indicate changes on this sheet of paper,	4 Plaintiffs,) C/A NO. 2020-CP-40-1364
6 giving the change, page number, line number and reason	)
7 for the change. Please sign each page of changes.	5 V.) In re: Asbestos
8 PAGE/LINE CORRECTION REASON FOR CHANGE	) personal jury litigation
9	6 COVIL CORPORATION,) Coordinated docket
10	et al.,)
11	7 Defendants.)
12	8
13	9 REPORTER'S CERTIFICATION OF THE ORAL
14	10 DEPOSITION OF NICHOLAS LEON MURPHY
15	11 May 8, 2020
16	12 I, Jamie K. Israelow, a Certified Shorthand
17	13 Reporter duly commissioned and qualified in and for the
18	14 State of Texas, Registered Merit Reporter and Certified
19	15 Realtime Reporter, do hereby certify that there came
20	16 before me on the 8th day of May, 2020, at 1207 Brices
21	17 Creek Road, in the City of New Bern, County of Craven
22	18 and State of Florida, the following named person,
23	19 NICHOLAS LEON MURPHY, who was duly sworn to testify the
24	20 truth, the whole truth, and nothing but the truth of
25	21 knowledge touching and concerning the matters in
	22 controversy in this cause; and that he was thereupon
	23 examined upon oath and his examination reduced to
	24 typewriting under my supervision; that Volume 6 of the
	25 deposition is a true record of the testimony given by
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1 I, NICHOLAS LEON MURPHY, have read the foregoing	1 the witness, and signature of the witness is to be
2 deposition and hereby affix my signature that same is	2 before any notary public and returned within 30 days
3 true and correct, except as noted on the previous	3 from date of receipt of transcript.
4 page(s), and that I am signing this before a Notary	4 I further certify that pursuant to FRCP Rule
5 Public.	5 30(e) that the signature of the deponent:
6	6 _X_ was requested by the deponent or a party
7 STATE OF _____ *	7 before the completion of the deposition and that
8 COUNTY OF _____ *	8 signature is to be before any notary public and returned
9	9 within 30 days from date of receipt of the transcript.
10 Before me, _____, on	10 If returned, the attached Changes and Signature Page
11 this day personally appeared NICHOLAS LEON MURPHY, known	11 contains any changes and the reasons therefor:
12 to me, or proved to me under oath or through	12 ___ was not requested by the deponent or a
13 _____ (description of identity card or	13 party before the completion of the deposition.
14 other document), to be the person whose name is	14 I further certify that I am neither attorney
15 subscribed to the foregoing instrument and acknowledged	15 or counsel for, nor related to or employed by any of the
16 to me that they executed the same for the purposes and	16 parties to the action in which this deposition is taken,
17 consideration therein expressed.	17 and further that I am not a relative or employee of any
18 Given under my hand and seal of office on	18 attorney or counsel employed by the parties hereto, or
19 this, the _____ day of _____, 2020.	19 financially interested in the action.
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1 IN WITNESS WHEREOF, I have hereunto set my 2 hand this _____ day of _____, 2020. 3 4 <i>Jamie K. Israelow</i> 5 _____ Jamie K. Israelow, CSR, RMR, CRR 6 Texas CSR 3801 7 Expiration Date: 4/30/2021 8 US Legal Support-Dallas 9 CRCB Registration No. 343 10 100 Premier Place 11 5910 North Central Expressway 12 Dallas, Texas 75206 13 214.741.6001 14 15 16 17 18 19 20 21 22 23 24 25 Charge for transcript and exhibits \$ _____ To be paid by Plaintiffs / Rachel A. Gross, Esq. JOB NO. 332971	

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

EUNICE H. SIMS,
Individually, and as the Personal
Representative of the Estate of
WAYMON F. SIMS, JR.,

Plaintiff,

v.

3M COMPANY

AIR & LIQUID SYSTEMS CORPORATION

ANCHOR DARLING VALVE COMPANY

A.O. SMITH CORPORATION

ARKEMA INC.

ARMSTRONG INTERNATIONAL, INC.

A. R. WILFLEY & SONS, INC.

AURORA PUMP COMPANY

AWT AIR COMPANY, INC.

BAHNSON, INC.

BAYER CROPSCIENCE INC.

CHALMERS & KUBECK, INC.

COVIL CORPORATION

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL
CORPORATION

C/A NO. 2020-CP-40-_____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

SUMMONS

PLAINTIFF'S
EXHIBIT

27A

CONFIDENTIAL

EMERSON ELECTRIC CO.	)
	)
ENGIE NORTH AMERICA INC.	)
	)
ENSTAR (US) INC.	)
	)
FISHER CONTROLS INTERNATIONAL,	)
LLC	)
	)
FLOWSERVE US INC.	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.	)
	)
FLUOR DANIEL SERVICES	)
CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
FORMOSA PLASTICS CORPORATION,	)
U.S.A.	)
	)
GDF SUEZ ENERGY DEVELOPMENT NA,	)
LLC	)
	)
GENERAL ELECTRIC COMPANY	)
	)
GG OF FLORIDA, INC.	)
	)
GOULDS PUMPS, INCORPORATED	)
	)
GRINNELL LLC	)
	)
HAMON RESEARCH-COTTRELL, INC.	)
	)
HENRY COMPANY LLC	)
	)
HENRY PRATT COMPANY, LLC	)
	)
HONEYWELL INTERNATIONAL INC.	)
	)
IES HOLDINGS, INC.	)
	)

ITT LLC	)
	)
JACOBS ENGINEERING GROUP INC.	)
	)
J-M MANUFACTURING COMPANY, INC.	)
	)
KIMRAY INC.	)
	)
RUST ENGINEERING & CONSTRUCTION	)
INC.	)
	)
RUST INTERNATIONAL INC.	)
	)
SOUTHERN INSULATION, INC.	)
	)
SPIRAX SARCO, INC.	)
	)
STARR DAVIS COMPANY, INC.	)
	)
STARR DAVIS COMPANY OF S.C., INC.	)
	)
STERLING FLUID SYSTEMS (USA), LLC	)
	)
TUTOR PERINI CORPORATION	)
	)
UNITED STATES FIDELITY AND	)
GUARANTY COMPANY	)
	)
VIACOMCBS INC.	)
	)
VIKING PUMP, INC.	)
	)
THE WILLIAM POWELL COMPANY	)
	)
XYLEM, INC.	)
	)
ZURICH AMERICAN INSURANCE	)
COMPANY	)
	)
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 Plaintiff's 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

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December 16, 2020

Columbia, South Carolina.

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

EUNICE H. SIMS,
Individually, and as the Personal Representative
of the Estate of **WAYMON F. SIMS, JR.,**

Plaintiff,

v.

3M COMPANY
f/k/a MINNESOTA MINING &
MANUFACTURING COMPANY

AIR & LIQUID SYSTEMS CORPORATION
individually, and as successor-in-interest to
BUFFALO PUMPS, INC.

ANCHOR DARLING VALVE COMPANY

A.O. SMITH CORPORATION

ARKEMA INC.
f/k/a PENNWALT CORPORATION

ARMSTRONG INTERNATIONAL, INC.

A. R. WILFLEY & SONS, INC.

AURORA PUMP COMPANY

AWT AIR COMPANY, INC.
f/k/a RESEARCH-COTTRELL, INC.

BAHNSON, INC.

BAYER CROPSCIENCE INC.
successor to Amchem Products, Inc.
f/k/a Benjamin Foster Company

CHALMERS & KUBECK, INC.

COVIL CORPORATION

C/A NO. 2020-CP-40-_____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Lung Cancer
Wrongful Death and Survival Action

COMPLAINT

(Jury Trial Demanded)

CONFIDENTIAL

CRANE CO.)
)
CROSBY VALVE, LLC)
)
DANIEL INTERNATIONAL)
CORPORATION)
)
EMERSON ELECTRIC CO.)
)
ENGIE NORTH AMERICA INC.)
individually and as successor-in-interest to GDF)
SUEZ ENERGY DEVELOPMENT NA, LLC)
successor-in-interest to CRSS INC.)
)
ENSTAR (US) INC.)
individually, and as successor-in-interest to)
ZURICH AMERICAN INSURANCE)
COMPANY and as the alter ego to COVIL)
CORPORATION)
)
FISHER CONTROLS INTERNATIONAL,)
LLC)
)
FLOWSERVE US INC.)
individually, and as successor-in-interest to)
EDWARD VALVES, INC. and LAWRENCE)
PUMPS, INC.)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL,)
f/k/a FLUOR CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FORMOSA PLASTICS CORPORATION,)
U.S.A.)
sued individually and as parent, alter ego and)
successor-in-interest to J-M)
MANUFACTURING COMPANY and to J-M)
A/C PIPE CORPORATION)

GDF SUEZ ENERGY DEVELOPMENT NA, LLC

individually and as successor-in-interest to
CRSS INC.

GENERAL ELECTRIC COMPANY

GG OF FLORIDA, INC.

f/k/a HIGBEE, INC.

GOULDS PUMPS, INCORPORATED

GRINNELL LLC

d/b/a GRINNELL CORPORATION

HAMON RESEARCH-COTTRELL, INC.

HENRY COMPANY LLC

individually and as successor-in-interest to
MONSEY PRODUCTS CO.

HENRY PRATT COMPANY, LLC

a subsidiary of MUELLER CO. LLC

HONEYWELL INTERNATIONAL INC.

f/k/a ALLIED SIGNAL, INC.

IES HOLDINGS, INC.

individually and as successor-in-interest to
DAVIS ELECTRICAL CONSTRUCTORS,
INC.

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

JACOBS ENGINEERING GROUP INC.

individually and as successor-in-interest to J.E.
SIRRINE COMPANY

J-M MANUFACTURING COMPANY, INC.)
individually and successor in interest to J-M A/C)
PIPE CORPORATION)
)
KIMRAY INC.)
)
RUST ENGINEERING & CONSTRUCTION)
INC.)
individually and as successor-in-interest to)
SIRRINE ENVIRONMENTAL)
CONSULTANTS, INC.)
)
RUST INTERNATIONAL INC.)
individually and as successor-in-interest to)
SIRRINE ENVIRONMENTAL)
CONSULTANTS, INC.)
)
SOUTHERN INSULATION, INC.)
)
SPIRAX SARCO, INC.)
)
STARR DAVIS COMPANY, INC.)
)
STARR DAVIS COMPANY OF S.C., INC.)
)
STERLING FLUID SYSTEMS (USA), LLC)
)
TUTOR PERINI CORPORATION)
individually and as successor-in-interest to)
YEARGIN CONSTRUCTION COMPANY,)
INC.)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
individually, and as the alter ego to COVIL)
CORPORATION)
)
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)
)
VIKING PUMP, INC.)

THE WILLIAM POWELL COMPANY)
XYLEM, INC.)
d/b/a Standard Xchange)
individually and as successor-in-interest to Ross)
Heater & Manufacturing Co., Inc.)
ZURICH AMERICAN INSURANCE)
COMPANY,)
a/k/a ZURICH NORTH AMERICA, INC.)
individually and as the alter ego to COVIL)
CORPORATION)
Defendants.)
_____)

PLAINTIFF'S COMPLAINT

Plaintiff EUNICE H. SIMS, individually and as Personal Representative of the Estate of WAYMON F. SIMS, JR. (hereinafter "Plaintiff"), sues the named Defendants for compensatory and punitive damages, by and through her attorneys, and comes before this court and alleges 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, Waymon F. Sims, Jr., on behalf of all persons entitled to recover damages.

2. This Court has personal jurisdiction over Defendants because Plaintiff's 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. Each Defendant, or its predecessors in interest, 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 materials.

4. Plaintiff’s 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. 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 Waymon F. Sims, Jr. 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.

6. Decedent Waymon F. Sims, Jr.’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 lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Decedent’s injuries and damages and subsequent death.

7. Decedent Waymon F. Sims, Jr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

8. Decedent Waymon F. Sims, Jr. 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.

9. 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 Decedent’s 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 Decedent’s 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
3M COMPANY	f/k/a MINNESOTA MINING & MANUFACTURING COMPANY
AIR & LIQUID SYSTEMS CORPORATION	as successor-in- interest to BUFFALO PUMPS, INC.
ARKEMA INC.	f/k/a PENNWALT CORPORATION
AWT AIR COMPANY, INC.	f/k/a RESEARCH-COTTRELL, INC.

DEFENDANT	ALTERNATE ENTITY
BAYER CROPSCIENCE INC.	successor to Amchem Products, Inc. f/k/a Benjamin Foster Company
ENGIE NORTH AMERICA INC.	successor-in-interest to GDF SUEZ ENERGY DEVELOPMENT NA, LLC successor-in-interest to CRSS INC.
ENSTAR (US) INC.	ZURICH AMERICAN INSURANCE COMPANY and COVIL CORPORATION
FLOWSERVE US INC.	successor-in-interest to EDWARD VALVES, INC.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
FORMOSA PLASTICS CORPORATION, U.S.A.	parent, alter ego and successor-in-interest to J-M MANUFACTURING COMPANY and to J-M A/C PIPE CORPORATION
GDF SUEZ ENERGY DEVELOPMENT NA, LLC	successor-in-interest to CRSS INC.
GG OF FLORIDA, INC.	f/k/a HIGBEE, INC.
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HENRY COMPANY LLC	successor-in-interest to MONSEY PRODUCTS CO.
HENRY PRATT COMPANY, LLC	a subsidiary of MUELLER CO. LLC
HONEYWELL INTERNATIONAL INC.	f/k/a ALLIED SIGNAL, INC.
IES HOLDINGS, INC.	successor-in-interest to DAVIS ELECTRICAL CONSTRUCTORS, INC.
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
JACOBS ENGINEERING GROUP INC.	successor-in-interest to J.E. SIRRINE COMPANY

DEFENDANT	ALTERNATE ENTITY
J-M MANUFACTURING COMPANY, INC.	successor in interest to J-M A/C PIPE CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
TUTOR PERINI CORPORATION	successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	the alter ego to COVIL CORPORATION
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
XYLEM, INC.	d/b/a Standard Xchange individually and as successor-in-interest to Ross Heater & Manufacturing Co., Inc.
ZURICH AMERICAN INSURANCE COMPANY	a/k/a ZURICH NORTH AMERICA, INC. individually, and as the alter ego to COVIL CORPORATION

10. Plaintiff has been informed and believes, and thereon alleges, 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.

11. Plaintiff has been informed and believes, and thereon alleges, that progressive lung disease, lung cancer 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.

12. As a direct and proximate result of the conduct as alleged within, Decedent Waymon F. Sims, Jr. suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, and death 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, Decedent Waymon F. Sims, Jr. 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 Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent's medical treatment is ascertained.

14. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent Waymon F. Sims, Jr. incurred 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 Eunice H. Sims, individually and as Personal Representative of the Estate of Waymon F. Sims, Jr., is currently a resident of the State of South Carolina. Decedent

Waymon F. Sims, Jr. was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina.

16. Defendant, **3M COMPANY**, f/k/a MINNESOTA MINING & MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M 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 3M masks, proofing tape, blankets and canister respirators. 3M COMPANY is sued as a Product Defendant. Plaintiff's claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

17. 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.

18. 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.

19. 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 boilers and heaters. 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.

20. Defendant, **ARKEMA INC.**, f/k/a PENNWALT CORPORATION, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, ARKEMA 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 Pennwalt valves. ARKEMA INC. is sued as a Product Defendant. Plaintiff's claims against ARKEMA INC. arise out of this Defendant's business activities in the State of South Carolina.

21. 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.

22. Defendant, **A. R. WILFLEY & SONS, INC.**, was and is a Colorado corporation with its principal place of business in Colorado. At all times material hereto, A. R. WILFLEY & SONS, 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 Wilfley pumps. A. R. WILFLEY & SONS, INC. is sued as a Product Defendant. Plaintiff's claims against A. R. WILFLEY & SONS, INC. arise out of this Defendant's business activities in the State of South Carolina.

23. 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.

24. Defendant, **AWT AIR COMPANY, INC. f/k/a RESEARCH-COTTRELL, INC.**, was and is a New Jersey corporation with its principal place of business in Massachusetts. At all

times material hereto, AWT AIR 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, asbestos-containing Buell precipitators. AWT AIR COMPANY, INC. is sued as a Product Defendant. Plaintiff's claims against AWT AIR COMPANY, INC. 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 Decedent Waymon F. Sims, Jr., 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, **BAYER CROPSCIENCE INC.**, successor to AMCHEM PRODUCTS, INC., f/k/a BENJAMIN FOSTER COMPANY, was and is a New York corporation with its principal place of business in Missouri. At all times material hereto, BAYER CROPSCIENCE 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. BAYER CROPSCIENCE INC. is sued as a Product Defendant. BAYER CROPSCIENCE 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 Decedent Waymon F. Sims, Jr. to lethal doses of asbestos. Plaintiff's claims against BAYER CROPSCIENCE INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **CHALMERS & KUBECK, INC.**, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, CHALMERS & KUBECK, 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 Limitorque. CHALMERS & KUBECK, INC. is sued as a Product Defendant. Plaintiff's claims against CHALMERS & KUBECK, INC. arise out of this Defendant's business activities in the State of South Carolina.

28. 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 Decedent Waymon F. Sims, Jr. 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.

29. 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 valves and Chapman valves. 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.

30. 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.

31. 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 Decedent Waymon F. Sims 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.

32. Defendant, **EMERSON ELECTRIC CO.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC 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, the installation and removal of asbestos-containing Hancock valves. EMERSON ELECTRIC CO. is sued as a Product Defendant. Plaintiff's claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **ENGIE NORTH AMERICA INC.**, individually and as successor-in-interest to GDF SUEZ ENERGY DEVELOPMENT NA, LLC, successor-in-interest to CRSS INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ENGIE 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, the installation and removal of asbestos-containing thermal insulation at numerous

jobsites throughout the southeastern United States. ENGIE NORTH AMERICA INC. is sued as a Product Defendant. ENGIE NORTH AMERICA 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 Decedent Waymon F. Sims to lethal doses of asbestos. Plaintiff's claims against ENGIE NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **ENSTAR (US) INC.**, individually, and as successor-in-interest to ZURICH AMERICAN INSURANCE COMPANY and as the alter ego to COVIL CORPORATION ("Enstar" or "Covil's Alter-Ego") is a Delaware corporation with its principle place of business in Florida. On October 1, 2019 Enstar (US) Inc. became the successor-in-interest to Zurich American Insurance Company for certain of its asbestos liabilities including those of Covil Corporation and separately, as a result of succeeding to those liabilities became liable as the alter-ego of Covil Corporation and as such is directly liable for the tortious acts of Covil Corporation. ENSTAR (US) INC. is registered to do business in the State of South Carolina and may be served with process through CT Corporation System, 2 Office Park Court, #103, Columbia, South Carolina 29223.

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. Plaintiff's claims against FISHER

CONTROLS INTERNATIONAL, LLC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **FLOWERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC. and LAWRENCE PUMPS, 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 Lawrence pumps. 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.

37. 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 Decedent Waymon F. Sims, Jr. 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.

38. 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 Decedent Waymon F. Sims, Jr. 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.

39. 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 Decedent Waymon F.

Sims, Jr. 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.

40. 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 Decedent Waymon F. Sims, Jr. 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.

41. Defendant, **FORMOSA PLASTICS CORPORATION, U.S.A.**, sued individually and as parent, alter ego and successor-in-interest to J-M MANUFACTURING COMPANY and to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FORMOSA PLASTICS CORPORATION, U.S.A. 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 transite pipe. FORMOSA PLASTICS CORPORATION, U.S.A. is sued as a Product Defendant. Plaintiff's claims against FORMOSA PLASTICS CORPORATION, U.S.A. arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **GDF SUEZ ENERGY DEVELOPMENT NA, LLC**, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, GDF SUEZ ENERGY DEVELOPMENT NA, 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 at numerous jobsites throughout the southeastern United States. GDF SUEZ ENERGY DEVELOPMENT NA, LLC is sued as a Product Defendant. GDF SUEZ ENERGY DEVELOPMENT NA, LLC 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 Decedent Waymon F. Sims, Jr. to lethal doses of asbestos. Plaintiff's claims against GDF SUEZ ENERGY DEVELOPMENT NA, LLC arise out of this Defendant's business activities in the State of South Carolina.

43. 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 and generators. 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.

44. Defendant, **GG OF FLORIDA, INC.**, f/k/a HIGBEE, INC., was and is a New York corporation with its principal place of business in Florida. At all times material hereto, GG OF

FLORIDA, 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 gasket material. GG OF FLORIDA, INC. is sued as a Product Defendant. Plaintiff's claims against GG OF FLORIDA, INC. arise out of this Defendant's business activities in the State of South Carolina.

45. 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.

46. 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 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.

47. Defendant, **HAMON RESEARCH-COTTRELL, INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, HAMON RESEARCH-COTTRELL, 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 Buell precipitators. HAMON RESEARCH-COTTRELL, INC. is sued as a Product Defendant. Plaintiff's claims against HAMON RESEARCH-COTTRELL, INC. arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **HENRY COMPANY LLC**, individually and as successor-in-interest to MONSEY PRODUCTS CO., was and is a California limited liability company with its principal place of business in California. At all times material hereto, HENRY 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 Black Cat roofing products. HENRY COMPANY LLC is sued as a Product Defendant. Plaintiff's claims against HENRY COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

49. 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 Henry Pratt steam 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.

50. Defendant, **HONEYWELL INTERNATIONAL INC.** f/k/a ALLIED SIGNAL, INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, HONEYWELL 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 turbine and temp controls. HONEYWELL INTERNATIONAL INC. is sued as a Product Defendant. Plaintiff's claims against HONEYWELL INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **IES HOLDINGS, INC.**, individually and as successor-in-interest to DAVIS ELECTRICAL CONSTRUCTORS, INC., was and is a Delaware corporation company with its principal place of business in Texas. At all times material hereto, IES HOLDINGS, 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. IES HOLDINGS, INC. is sued as a Product Defendant. IES HOLDINGS, 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 Decedent Waymon F. Sims, Jr. to lethal doses of asbestos. Plaintiff's claims against IES HOLDINGS, INC. arise out of this Defendant's business activities in the State of South Carolina.

52. 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, McDonnell & Miller 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.

53. Defendant, **JACOBS ENGINEERING GROUP INC.**, individually and as successor-in-interest to J.E. SIRRINE COMPANY, was and is a Delaware corporation company with its principal place of business in Texas. At all times material hereto, JACOBS ENGINEERING GROUP 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. JACOBS ENGINEERING GROUP INC. is sued as a Product Defendant. JACOBS ENGINEERING GROUP 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 Decedent Waymon F. Sims, Jr. to lethal doses of asbestos. Plaintiff's claims against JACOBS ENGINEERING GROUP INC. arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **J-M MANUFACTURING COMPANY, INC.**, individually and successor in interest to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in California. At all times material hereto, J-M MANUFACTURING 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, asbestos-containing transite pipe. J-M MANUFACTURING COMPANY, INC. is sued as a Product Defendant. Plaintiff's claims against J-M MANUFACTURING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **KIMRAY INC.**, was and is an Oklahoma corporation with its principal place of business in Oklahoma. At all times material hereto, KIMRAY 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 Kimray valves. KIMRAY INC. is sued as a Product Defendant. Plaintiff's claims against KIMRAY INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & 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 and materials

at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant. RUST ENGINEERING & CONSTRUCTION, 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 Decedent Waymon F. Sims, Jr., to lethal doses of asbestos. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **RUST INTERNATIONAL INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, 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 and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product Defendant. RUST 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 Decedent Waymon F. Sims, Jr., to lethal doses of asbestos. Plaintiffs' claims against RUST INTERNATIONAL 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. 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 Decedent Waymon F. Sims, Jr. 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.

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 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.

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. 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 Decedent Waymon F. Sims, Jr. 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.

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. 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 Decedent Waymon F. Sims, Jr. 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.

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. Plaintiff's claims against STERLING FLUID SYSTEMS (USA), LLC arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **TUTOR PERINI CORPORATION**, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., was and is a Massachusetts corporation with its principal place of business in California. At all times material hereto, TUTOR PERINI 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.. TUTOR PERINI CORPORATION is sued as a Product Defendant. TUTOR PERINI 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 Decedent Waymon F. Sims, Jr., to lethal doses of asbestos. Plaintiff's claims against TUTOR PERINI CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, individually, and as the alter ego to COVIL CORPORATION ("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.

65. 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.

66. 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.

67. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL 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 Powell valves. THE WILLIAM POWELL COMPANY is sued as a

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

68. Defendant, **XYLEM, INC.**, d/b/a STANDARD XCHANGE, individually and as successor-in-interest to ROSS HEATER & MANUFACTURING CO., INC., was and is an Indiana corporation with its principal place of business in New York. At all times material hereto, XYLEM, 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 Ross heaters. XYLEM, INC. is sued as a Product Defendant. Plaintiff's claims against XYLEM, INC. arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **ZURICH AMERICAN INSURANCE COMPANY** a/k/a ZURICH NORTH AMERICA, INC., individually, and as the alter ego to COVIL CORPORATION ("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.

BACKGROUND FACTS

70. Plaintiff, Eunice H. Sims, brings this action for monetary damages as a result of Decedent, Waymon F. Sims, Jr., contracting an asbestos-related disease.

71. Decedent, Waymon F. Sims, Jr., was diagnosed with lung cancer on or about November 26, 2018, and died from lung cancer on December 2, 2018.

72. Decedent's lung cancer was caused by his exposure to asbestos dust and fibers during the course of his employment.

73. During his work history, Decedent was exposed to Defendants' asbestos-containing products while employed as a thread machine operator from approximately 1973 to 1978 at Dow Badische in Anderson, South Carolina.

74. During his work history, Decedent was also exposed to Defendants' asbestos-containing products through his work as coal handler and equipment operator from approximately 1979 to 2002 at Lee Steam Station in Pelzer, South Carolina. In addition to his responsibilities as a coal handler, which involved operating and managing equipment, Decedent would assist other trades with outages and repair projects throughout the plant as needed. Decedent's work at this time included, but was not limited to, repairing and replacing siding, performing repairs and maintenance on various equipment, including but not limited to boilers, precipitators, and steam pipes, among other duties. All of these activities exposed Decedent Waymon F. Sims, Jr. to asbestos.

75. During his work history, Decedent was further exposed through his work around other trades, including boilermakers, welders, mechanics, carpenters, iron workers, insulators, mechanics, millwrights, pipefitters, and electricians. Decedent 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 Decedent Waymon F. Sims, Jr. to asbestos.

76. During the course of Decedent Waymon F. Sims, Jr.'s employment at the location(s) listed above, during other occupational work projects, and in other ways, Decedent was exposed to and

inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

77. Defendants USF&G, Zurich and their predecessors, acting as the alter ego of Covil Corporation, owed a duty to Decedent to warn, protect, enforce safety, hygiene rules, and policies or otherwise use their superior knowledge to provide a safe environment.

78. Decedent Waymon F. Sims, Jr.'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 lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

79. Decedent Waymon F. Sims, Jr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

80. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, lung cancer 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 Waymon F. Sims, Jr. suffers permanent injuries, including, but not limited to, lung cancer 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 Waymon F. Sims, Jr. 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

Plaintiff at this time. Plaintiff requests 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 incurred 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

84. 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 mesothelioma¹, 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, without a representative of the 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, put the coffee on in the morning and turned the lights off when they left and made every decision for Covil in between.

85. Covil's 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

¹ [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).

that they are the alter-egos of Covil and are responsible for all of the debts it has and continues to incur.

86. Covil was a seller and installer of thermal insulation, including thermal insulation which at certain times contained asbestos.

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

88. 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").

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

90. 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"). 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.²

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

² 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.

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

93. 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.

94. Since as early as approximately 1991, the Primary Insurers 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, 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.

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

96. At no time did the Primary Insurers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers 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.

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

98. 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.

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

100. 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.

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

102. 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.

103. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. To be perfectly clear, these are the entities that made the decisions for Covil without regard to the position of Covil. We know this because there was not a single person employed by Covil, or appointed by a court to make those decisions. The Defendants here made all of the decisions for Covil without possibly having any idea of what Covil wanted or making any sort of informed decision at all. Some of the pertinent communications in just the recent years 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.

Date	From	To/CC	Subject	Key points of email
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	Unservd 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.
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.

Date	From	To/CC	Subject	Key points of email
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?
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.

104. 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.

**Primary Insurers are Fully Responsible for Conduct
Prior to November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

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

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

107. 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.
108. 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; and
 - d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts.
109. The Primary Insurers were the principals and Covil the agent or agency:
- a. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
 - b. The course of dealing between the principal and the agent clearly show no independent Covil; and

- c. Primary Insurers became active participants in Covil rather than simply insurers.

110. 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.

**Primary Insurers are Fully Responsible for Conduct
After November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

111. 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.

112. 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.

113. 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.

114. As of October 1, 2019 Enstar (US) Inc. announced that it had succeeded to Zurich in at least certain interests relating to asbestos liabilities of Covil Corporation and by virtue of that succession joined Zurich and USF&G as an alter-ego of Covil Corporation.

115. Plaintiffs therefore seek a declaratory judgment that the Primary Insurers and Enstar are the Alter-Ego of Covil after November 2, 2018 as well as before.

Breach of Fiduciary Duty by the Alter Egos

116. At all times after 1993, Covil Corporation was insolvent.

117. At all relevant times as set forth above and incorporated in this count as if fully set forth herein, the United States Fidelity and Guaranty Company, Zurich American Insurance

Company and Enstar (US), Inc. (the “Insurers” or the “Alter Egos”) are and were the alter-egos, jointly and/or severally of Covil Corporation.

118. As the equitable owners and alter-egos of Covil Corporation, the Insurers were obligated under the law of South Carolina to act as fiduciaries of the creditors of Covil Corporation. Instead, the Alter Egos operated Covil for their own benefit and breached their fiduciary duties to Covil Corporation and each of its creditors beginning at least by 1993.

119. As a result of these breaches, Covil has been irrevocably damaged and without a finding of liability against the Alter Egos cannot be made whole.

120. As a direct and proximate result of the Alter Egos acts and omissions, plaintiff is entitled to recover attorneys’ fees and costs of this action from the Alter Egos. Plaintiff is also entitled to punitive damages stemming from the Alter Egos’ breach of their fiduciary duties to Covil Corporation.

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

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

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

122. At all times herein mentioned, each of the named Defendants, and/or via the doctrine of alter ego, 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.

123. At all times herein mentioned, Defendants, and/or their alter egos, 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.

124. 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 Waymon F. Sims, Jr.’s lung cancer, 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.

125. Defendants, and/or their alter egos, 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 Decedent, would use or be in proximity to and exposed to said asbestos fibers.

126. At all times relevant, Defendants, and/or their alter egos, and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent Waymon F. Sims, Jr., 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.

127. Decedent Waymon F. Sims, Jr., 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.

128. Decedent Waymon F. Sims, Jr. suffered from lung cancer related to exposure to asbestos and asbestos-containing products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

129. Defendants' and/or their alter egos' 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 Waymon F. Sims, Jr. Plaintiff therefore seeks all compensatory damages in order to make her whole, according to proof.

130. Furthermore, the conduct of Defendants, and/or their alter egos, 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 Waymon F. Sims, Jr. and others similarly situated.

131. 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 alter egos, 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 alter egos, 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, 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 alter egos, and/or their “alternate entities.”

132. Defendants, and/or their alter egos, 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/or their alter egos, 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.

133. The above-referenced conduct of Defendants, and/or their alter egos, 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.

134. Decedent Waymon F. Sims, Jr. 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.

135. Defendants, and/or their alter egos, 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.

136. The herein-described conduct of Defendants, and/or their alter egos, 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. § 15-73-10, et seq.)

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

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

138. Decedent Waymon F. Sims, Jr. suffered from lung 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.

139. Defendants' and/or their "alternate entities" conduct and defective products as described above were a direct cause of Decedent's injuries, and the injuries and damages thereby sustained by Plaintiff's Decedent.

140. Furthermore, the Defendants' and/or their alter egos' 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.

141. Defendants, and/or their alter egos, 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.

142. Decedent Waymon F. Sims, Jr., 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.

143. Defendants, and/or their alter egos, 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.

144. 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 lung cancer, 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 alter egos, 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 alter egos, 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.

145. The defect existed in the said products at the time they left the possession of Defendants, and/or their alter egos, 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 lung cancer, 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.

146. Decedent Waymon F. Sims, Jr. 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.

147. Defendants’ defective products as described above were a direct cause of Decedent Waymon F. Sims, Jr.’s injuries, and the damages thereby sustained.

148. 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, and/or their alter egos, their “alternate entities,” and each of them, did so with conscious disregard for the safety of Decedent Waymon F. Sims, Jr. 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 alter egos, 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, lung cancer, 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.”

149. Defendants, and/or their alter egos, 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 alter egos, 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.

150. The above-referenced conduct of Defendants, and/or their alter egos, 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 Waymon F. Sims, Jr. 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.

151. 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.

152. 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, and/or their alter egos, seeks punitive damages according to proof.

153. At all times herein mentioned, each of the named Defendants, and/or via the doctrine of alter ego, 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:

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

155. 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 Waymon F. Sims, Jr. worked and/or spent time as alleged above.

156. 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 Waymon F. Sims, Jr. was exposed.

157. Employees handling and disturbing asbestos-containing products in Decedent Waymon F. Sims, Jr.’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.

158. Employees handling and disturbing asbestos-containing products in Decedent Waymon F. Sims, Jr.'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.

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

160. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent Waymon F. Sims, Jr., 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 Waymon F. Sims, Jr..

161. 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.

162. 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 lung cancer and other lung damage, to exposed persons including Decedent Waymon F. Sims, Jr..

163. 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 Waymon F. Sims, Jr. that he was being exposed to asbestos, failed to adequately warn Decedent

Waymon F. Sims, Jr. of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

164. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent Waymon F. Sims, Jr..

165. Defendants' employees owed Decedent Waymon F. Sims, Jr. 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.

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

167. At all times mentioned, Decedent Waymon F. Sims, Jr. 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.

168. As a direct result of the Defendants' employees conduct, Decedent Waymon F. Sims, Jr.'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 Decedent Waymon F. Sims, Jr..

169. The risks herein alleged and the resultant damages suffered by the Decedent Waymon F. Sims, Jr. 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.

170. 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 Waymon F. Sims, Jr..

FOR A FOURTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

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

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

172. 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.

173. 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 Waymon F. Sims, Jr. carried out her duties and was inhaled by Decedent Waymon F. Sims, Jr..

174. 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 Waymon F. Sims, Jr. was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed lung cancer, causing Decedent Waymon F. Sims, Jr. to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

176. That during, before and after Decedent Waymon F. Sims, Jr.'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 Waymon F. Sims, Jr.. 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.

177. The foregoing representations were material conditions precedent to Decedent Waymon F. Sims, Jr.'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.

178. As a direct and proximate result of Decedent Waymon F. Sims, Jr.'s reliance upon Defendants' false representations, Decedent has suffered injury and damages as described herein.

FOR A SIXTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For a Sixth Distinct Cause of Action for Wrongful Death, Plaintiff Complains of Defendants, and Alleges as Follows:

179. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs, where relevant.

180. Plaintiff brings this cause of action for Waymon F. Sims, Jr.'s wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of the husband and heirs of Waymon F. Sims, Jr., as defined by S.C. Code § 15-51-20.

181. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Waymon F. Sims, Jr. died on December 2, 2018, and his heirs 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 Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

FOR A SEVENTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For a Seventh Distinct Cause of Action, known statutorily as a Survival Action, Plaintiff Complains of Defendants, and Allege as Follows:

182. All paragraphs above are incorporated by reference, where relevant.

183. Plaintiff, Eunice H. Sims, the spouse and Personal Representative of the Estate of Decedent Waymon F. Sims, Jr., brings this survival action as allowed under S.C. Code Ann. § 15-5-90.

184. Plaintiff brings 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.

185. 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 Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine is just.

FOR AN EIGHTH CAUSE OF ACTION
(Loss of Consortium)

For an Eighth Distinct Cause of Action for Loss of Consortium, Plaintiff Eunice H. Sims Complains of Defendants, and Alleges as Follows:

186. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs, where relevant.

187. Decedent Waymon F. Sims, Jr. and Eunice H. Sims were married on September 12, 1970, and at all times relevant to this action were husband and wife.

188. Prior to his injuries as alleged, Decedent Waymon F. Sims, Jr. 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 Eunice H. Sims 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.

FOR A NINTH CAUSE OF ACTION
**(Alter Ego as to United States Fidelity And Guaranty Company,
Zurich American Insurance Company and Enstar (US) Inc.)**

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

189. 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 mesothelioma³, 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.

190. 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.

³ [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 Decedent’s actual damages according to proof, including Decedent’s pain and suffering, mental distress, as well as Decedent’s medical, surgical and hospital bills;
2. For loss of income or earnings according to proof;
3. For loss of care, comfort and society;
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 Plaintiff’s cost of suit herein;
7. For damages for breach of implied warranty according to proof;
8. For damages for fraudulent misrepresentation according to proof;
9. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Acts;
10. That United States Fidelity and Guaranty Company, Zurich American Insurance Company and Enstar (US) Inc. are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; 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

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ATTORNEYS FOR PLAINTIFF

December 16, 2020

Columbia, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
EUNICE SIMS, Individually, and as	)	
Personal Representative of the Estate of	)	C/A NO. 2020-CP-40-05935
WAYMON F. SIMS, JR.,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
3M COMPANY, et al.	)	
	)	
Defendants.		

PLAINTIFF'S RESPONSES TO DEFENDANTS' STANDARD INTERROGATORIES

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

COMES NOW Plaintiff, Eunice Sims, as Personal Representative of the Estate of Waymon F. Sims, Jr., by and through her counsel of record, and serves her 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:

Eunice Holloway Sims
121 Compton Road
Belton, SC 29627

Waymon F. Sims, Jr. (deceased)

DOB: [REDACTED]

DOD: [REDACTED] (75 years old)

SSN: xxx-xx-3989

Decedent Waymon F. Sims, Jr., attended Spearman High School in Anderson, South Carolina.. He graduated in 1963/64.

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:

111 Chaucer Drive
Gaffney, SC 29341
Approximately 1970 or 1972 until death in 2018

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 Decedent 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 her and/or other witness's recollection of handling or being around products that may have caused Waymon Sims 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.

Location: Dow Badische-BASF in Anderson, SC
Employer: Badische Corporation
Title: Thread machine operator
Years: 1973-1978

Location: Lee Steam Station, Pelzer, South Carolina
Employer: Duke Energy Corporation
Title: Coal Handler/helper
Years: 1979-1997

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 refer Defendants to Decedent's SSPO records. 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:

Decedent Waymon Sims was diagnosed with lung cancer. 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. Sims' lung cancer, 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 was a fatal, incurable, progressive disease that caused Mr. Sims' death. 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:

Decedent Waymon Sims was diagnosed on or around November 26, 2018 with lung cancer by Dr. Donald C. Swing, MD St. Francis Downtown, in Greenville, South Carolina.

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. Sims' lung cancer, 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 and 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. Sims’ diagnosis of lung cancer. 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. Sims’ diagnosis of lung cancer. 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. Sims’ diagnosis of lung cancer. Subject thereto and without waiving the same, Mr. Sims is no longer receiving any medical services or treatment of any kind.

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. Sims' lung cancer 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 Decedent Waymon Sims made a Workers' Compensation claim with against his employer, Duke Energy Corporation.

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 Decedent Waymon Sims received 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, Decedent Waymon Sims made a Workers' Compensation claim with against his employer, Duke Energy Corporation.

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. Sims' lung cancer 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, Decedent Waymon Sims has never used tobacco products.

Respectfully submitted,

s/ Jonathan H. Holder

Shawna Forbes-King (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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ATTORNEYS FOR PLAINTIFF

January 29, 2021
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 29th day of January, 2021.

s/ Jonathan M. Holder
Counsel for Plaintiffs

EXHIBIT A

EXHIBIT A

Waymon Sims, Jr.
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 Waymon Sims, Jr., 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.

Location: Dow Badische-BASF in Anderson, SC
Employer: Badische Corporation
Title: Thread machine operator
Years: 1973-1978

Location: Lee Steam Station, Pelzer, South Carolina
Employer: Duke Energy Corporation
Title: Coal Handler/helper
Years: 1979-1997

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
	)	
EUNICE SIMS, Individually, and as	)	
Personal Representative of the Estate of	)	C/A NO. 2020-CP-40-05935
WAYMON F. SIMS, JR.,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
3M COMPANY, 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, Eunice Sims, as Personal Representative of the Estate of Waymon F. Sims, by and through her counsel of record, and serves her 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 Interrogatory is overly broad, unduly burdensome and premature. In particular, evidence of punitive damages in form of documents, if any, would be Defendants' documents and therefore (1) is equally, if not more so, available to the Defendants than the Plaintiff and (2) not in Plaintiff's possession because discovery of such documents has not been completed. Plaintiff further objects that this Interrogatory is vague and ambiguous in that is unclear whether this seeks information pertaining to all elements of a claim for punitive damages (including asbestos exposure, causation, etc.) or only those regarding Defendant's recklessness. 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 (in addition to documents). Plaintiff will provide counsel with exhibit lists containing all Plaintiff documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff generally identifies portions of the depositions of Defendants' corporate representatives, persons most knowledgeable and/or managers. 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 Interrogatory is overly broad and unduly burdensome. Plaintiff further objects that this Interrogatory is vague and ambiguous in that is unclear whether this seeks information pertaining to all elements of a claim for punitive damages (including asbestos exposure, causation, etc.) or only those regarding Defendant's recklessness. 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 reserves the right to supplement or amend their response to this Interrogatory as discovery and investigation remains 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:

Eunice Sims (Plaintiff)

c/o Shawna Forbes-King

Dean Omar Branham Shirley, LLP

Geraldson Wayne Sims (son)

Any coworkers that worked with Mr. Sims 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

Dr. David Y. Zhang, PhD, MPH
214-10 24th Avenue
Bayside, NY 11360

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. Arthur L. Frank

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**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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(336) 292-3888

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.

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
RMIT University
GPO Box 2476
Melbourne VIC 3001
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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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 Burkhardt, MS, CIH
Burkhardt & Associates, LLC
96 Clear Spring Drive

**Morgantown, WV 26508
304-692-6096**

Mr. Burkhart 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. Burkhart 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. Burkhart 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. Burkhart 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. Burkhart 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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Seattle, WA 98105
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.
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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
Trabuco Canyon, CA 92679
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