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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
D. Garrison Hill, Circuit Judge

Appellate Case No. 2016-000227
Case No. 2013-CP-42-3915

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SC Court of Appeals

Angie Keene, Individually and as Personal
Representative of the Estate of Dennis Seay, Deceased,
and Linda Seay,..... Respondents,

v.

CNA Holdings, LLC..... Appellant.

**RECORD ON APPEAL
VOLUME VI**

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**RECORD ON APPEAL
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Certificate of Counsel

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	FOR THE SEVENTH JUDICIAL CIRCUIT
	)	
ANGELA D. KEENE, Individually and as	)	C/A No. 2013-CP-42-03915
Personal Representative of the Estate of	)	
DENNIS SEAY, Deceased, and LINDA	)	
SEAY,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
3M COMPANY, <i>et al.</i> ,	)	
	)	
Defendants.	)	

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT CNA HOLDINGS, LLC'S,
SUPPLEMENTAL AND AMENDED MOTION TO DISMISS FOR FAILURE TO STATE
A CLAIM, OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT
BASED ON THE STATUTORY EMPLOYEE DOCTRINE**

COMES NOW Defendant CNA Holdings, LLC, identified in the caption as "CNA Holdings, LLC (sued individually and as successor to Hoechst Celanese Corporation)" ("Hoechst Celanese" or "Defendant"), by and through its undersigned counsel, and files this Memorandum of Law in Support of its Supplemental and Amended Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment Based on the Statutory Employee Doctrine¹ in the above-captioned case, showing the Court as follows:

I. INTRODUCTION

Plaintiffs allege that Plaintiff Dennis Seay ("Mr. Seay") developed an asbestos-related disease due to his work with or around various asbestos-containing materials. Plaintiffs' claims against Hoechst Celanese are premised on allegations that Mr. Seay worked with or around asbestos-containing materials while working at the Hoechst Celanese facility in Spartanburg, South Carolina.

¹ CNA Holdings, LLC, previously filed its Memorandum of Law in Support of its Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment Based on the Statutory Employee Doctrine on September 10, 2014, which included the original affidavit of Bruce Bowyer, Exhibit G.

South Carolina. Hoechst Celanese is filing herewith its Motion based on the grounds that Mr. Seay was a "statutory employee" of Hoechst Celanese when working at the Hoechst Celanese facility in Spartanburg. As discussed in detail *infra*, Plaintiffs' claims against Hoechst Celanese must be dismissed as Plaintiffs' exclusive remedy is a claim under the South Carolina Workers' Compensation Law (also referred to as the "South Carolina Workers' Compensation Act" or "South Carolina Workman's Compensation Act")².

II. STATEMENT OF FACTS

Plaintiffs allege that Mr. Seay worked with or around various asbestos-containing materials while employed at the following job sites: 1) Textile Shop/Black Menula/Bristol Metals Machine Shop in Spartanburg, South Carolina; 2) Hoechst/Celanese Fibers in Spartanburg, South Carolina; and 3) Precision Bearing in Spartanburg, South Carolina. *See* Ex. A: Pl. First Amended Work History Sheet. Mr. Seay was deposed in this case on November 20, 2013, and January 16-17, 2014. *See* Ex. B: Seay 11/20/13 Dep.; Ex. C: Seay 01/16/14 Dep.; Ex. D: 01/17/14 Video Dep. During his deposition, Mr. Seay offered testimony regarding the various ways in which he believed he worked with or around asbestos-containing materials throughout his lifetime.

Relevant to the instant motion, Mr. Seay testified that he worked at Hoechst Celanese for Daniel Construction Company ("Daniel") from 1969 until about 1978. *See* Ex. B at 17:5-22, 40:19-21, 42:19-23. Mr. Seay's Social Security Statement of Earnings suggests, however, that Mr. Seay did not begin working for Daniel until the third quarter of 1971.³ *See* Ex. E: Social

² The South Carolina Workers' Compensation Law was formerly referred to as the South Carolina Workman's Compensation Act. The law has been previously codified as: 1962 Code § 72-1; 1952 Code § 72-1; 1942 Code § 7035-1; 1936 (39) 1231; and 1982 Act No. 303. Pursuant to S.C. Code Ann. § 42-1-10 (2013), the title is now to be known and cited as "The South Carolina Workers' Compensation Law". All references in the title to "workmen's compensation" shall mean "workers' compensation".

³ Even though there is a discrepancy as to the actual dates Mr. Seay was employed by Daniel, this does not create a genuine issue of material fact for purposes of this Motion as the legal analysis remains the same.

Security Statement of Earnings. Regardless of the exact dates of his employment, Mr. Seay was initially employed by Daniel as a millwright helper and, after a few months, began working as a millwright. *See* Ex. B at 17:8-11; Ex. D at 25:13-23. Mr. Seay was a Daniel employee during the entire time that he worked at the Hoechst Celanese facility. *Id.* As a millwright, Mr. Seay was responsible for repairs and preventive maintenance work on equipment at Hoechst Celanese. *See* Ex. B at 17:24-18:3; 39:13-17, 55:14-17; Ex. C at 182:20-183:9. While Mr. Seay was employed by Daniel, he received his daily job duties directly from a Hoechst Celanese supervisor or from a Daniel "lead man" who received instructions from a Hoechst Celanese supervisor. *See* Ex. B. at 21:1-3 at 42:19-43:2, 44:4-45:5.

Daniel was the exclusive maintenance provider at the Hoechst Celanese facility. *See* Ex. B at 21:6-10. Hoechst Celanese did not have its own maintenance or construction division at the time Mr. Seay worked at the facility. *See* Ex. B at 21:1-3; Ex. D at 67:2-67:11. All maintenance work at the facility was performed by Daniel employees. *See* Ex. B at 20:14-25; Ex. D at 67:8-68:2. However, all supplies for maintenance work were provided by Hoechst Celanese. *See* Ex. B at 29:5-19.

The Hoechst Celanese facility manufactured synthetic fibers and resins. *See* Ex. B at 13-21. The equipment Mr. Seay worked on, such as pumps, valves, and gear boxes, were used in connection with the process lines used in the operation of the facility. *See* Ex. B at 63:18-65:22; Ex. C at 179:6-8. Mr. Seay testified that the process lines were vital to the operation of Hoechst Celanese's business. *See* Ex. C at 179:6-12, 182:3-6. Likewise, Mr. Seay further testified that each piece of equipment in the facility was essential to the manufacturing operation. *See* Ex. C at 190:35-191:3. The repairs and preventive maintenance work that he performed were necessary to the continued operation of the facility. *See* Ex. D at 76:23-77:6; Ex. C at 184:19-184:22.

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Likewise, the parts and supplies that Mr. Seay used in order to allow him to make repairs to equipment were essential to the continued operation of the facility. *See* Ex. D at 77:10-16.

The testimony of the other witness offered by Plaintiffs and deposed in this case mirrors that of Mr. Seay's. In particular, Plaintiffs offered Ronnie Thompson, a former co-worker of Mr. Seay, for deposition on June 27, 2014.⁴ Mr. Thompson testified that he worked with Mr. Seay at the Hoechst Celanese facility from 1973 until 1975. *See* Ex. F, Thompson 06/27/14 at 17:4-24. Mr. Thompson confirmed that Daniel employees performed all of the maintenance work in the facility at that time. *See* Ex. F at 98:5-12. Mr. Thompson testified that the purpose of Daniel's maintenance was to ensure that Hoechst Celanese's production lines remained operational. *See* Ex. F at 97:6-9. Mr. Thompson also agreed that keeping production lines operating was important to Hoechst Celanese's manufacturing business. *See* Ex. F at 97:19-21.

It is undisputed that the maintenance work performed by Daniel employees, such as Mr. Seay, was a necessary, essential, and integral part of Hoechst Celanese's business. *See* Ex. C at 184:23-185:2, Ex. F at 21:12-18, and Ex. G: B. Bowyer Aff. ¶7. Hoechst Celanese's corporate representative, Bruce Bowyer, was deposed in this matter on December 18, 2014, and he further confirmed the testimony of Messrs. Seay and Thompson in addition to validating his testimony by affidavit. *See, generally*, Ex. H: Bowyer 12/18/14 Dep. It was essential for Hoechst Celanese to have maintenance workers on site to maintain, repair and replace equipment. *See* Ex. G, ¶ 5; Ex. H at 314:18-315:17. The maintenance of equipment and the upkeep of production lines was a regular ongoing part of Hoechst Celanese's operations. *See* Ex. G, ¶ 7. Without the ongoing maintenance performed by Daniel employees, the Hoechst Celanese facility would not have been able to properly function; thus, it would have not been able to consistently produce products to sell. *See* Ex. C at 184:23-185:2; Ex. F at 21:12-18; Ex. G, ¶ 7; Ex. H at 314:18-315:17.

⁴ Two other fact witnesses were deposed in this case, Jack Blanton and James Gantt. However, neither gentleman knew Mr. Seay nor did they work at the Hoechst Celanese facility located in Spartanburg, South Carolina.

During the relevant time period, Hoechst Celanese was contractually obligated to reimburse Daniel for workers' compensation insurance for Daniel's employees. See Ex. G, ¶ 9; Ex. H at 266:14-22. The maintenance work that Daniel employees provided to Hoechst Celanese was valuable to Hoechst Celanese, such that in later years Hoechst Celanese directly hired Daniel's maintenance employees. See Ex. F at 98:8-99:8; Ex. G, ¶ 10.

III. ARGUMENT AND AUTHORITY

A. **South Carolina Workers' Compensation Law.**

The South Carolina Workers' Compensation Law provides the exclusive remedy for employees injured in the course of their employment and for their beneficiaries. See S.C. Code § 42-1-540. An employee who is within the scope of the Workers' Compensation Act cannot maintain a tort action for personal injury against his employer. See S.C. Code § 42-1-540; see, e.g., *Harrell v. Pineland Plantation, Ltd.*, 337 S.C. 313, 325, 523 S.E.2d 766, 772 (1999). South Carolina courts have held that this rule extends to workers who may not be directly employed by the employer but are considered "statutory employees" of an owner or an "upstream" employer who has contracted with an independent contractor. *Voss v. Ramco, Inc.*, 325 S.C. 560, 567, 482 S.E.2d 582, 585 (S.C. App. 1997). This rule is codified in the South Carolina Code as follows:

when any person, in this section and §§ 42-1-420 and 42-1-430 referred to as 'owner' undertakes to perform or execute any work which is part of his trade, business or occupation and contracts with any other person (in this section and §§ 42-1-420 to 42-1-450 referred to as 'subcontractor') for the execution or performance by or under such subcontractor of the whole or any part of the work undertaken by such owner, the owner shall be liable to pay to any workman employed in the work any compensation under this Title which he would have been liable to pay if the workman had been immediately employed by him.

S.C. Code Ann. § 42-1-400 (1985).

To obtain the protections afforded by the South Carolina Workers' Compensation Law, a company must (1) subscribe to approved insurance coverage, or (2) receive permission from the

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South Carolina Workers' Compensation Commission to self-insure the risk. See S.C. Code § 42-5-20. The South Carolina Supreme Court has found that the legislation "is a protection of the employees of irresponsible contractors who do not provide workmen's compensation coverage for their employees, and prevents employers from escaping liability by doing through independent contractors what they would otherwise do through their own employees." *Adams v. Dawson-Paxon Co.*, 230 S.C. 532, 545, 96 S.E.2d 566, 572 (1957). This is consistent with the fundamental recognition that the entire "concept of statutory employment is designed to protect the employee by assuring workmen's compensation coverage by either the subcontractor, the general contractor, or the owner if the work is part of the owner's business." See, e.g., Ex. H, Order Granting DuPont's Mot. To Dismiss in *Ewing v. A.W. Chesterton Co., et al.*, citing *Parker v. Williams and Madjanik, Inc.*, 275 S.C. 65, 72, 267 S.E.2d 524, 528 (1980)(emphasis added).

B. The Determination as to Whether a Worker is a "Statutory Employee" is a Jurisdictional Question Which Should Be Decided by the Court.

The determination of whether an employer-employee relationship exists is a jurisdictional question. *Glass v. Dow Chem. Co.*, 325 S.C. 198, 201-202, 482 S.E.2d 49, 51 (1977); *Posey v. Proper Mold & Eng'g, Inc.*, 378 S.C. 210, 216, 661 S.E.2d 395, 398 (Ct. App. 2008). A worker's employment status, as it affects jurisdiction, is a matter of law for decision by the court, and any dispute in the facts giving rise to this issue should be resolved by the court, not a jury. *Wheeler v. Morrison Mach. Co.*, 313 S.C. 440, 442, 438 S.E.2d 264, 265 (Ct. App. 1993). Accordingly, the court may consider affidavits and other evidence outside the pleadings in a jurisdictional dispute without converting the motion into one for summary judgment. *Posey v. Proper Mold & Eng'g, Inc.*, 378 S.C. 210, 216, 661 S.E.2d 395, 398 (Ct. App. 2008).

South Carolina courts have set forth the following tests to determine whether the activity of an employee of a subcontractor is sufficient to make him a "statutory employee":

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- (1) The activity of the subcontractor is an important part of the owner's trade or business,
- (2) The activity performed by the subcontractor is a necessary, essential, and integral part of the owner's business; *or*
- (3) The identical activity performed by the subcontractor has been performed by employees of the owner.

Voss, 482 S.E.2d at 586 (citing *Smith v. T. H. Snipes & Sons, Inc.*, 306 S.C. 289, 411 S.E. 2d 439, 440 (1991)); *Edens v. Bellini*, 359 S.C. 433, 443, 597 S.E.2d 863, 868 (S.C. Ct. App. 2004) (citing *Boone v. Huntington and Guerry Elec. Co.*, 311 S.C. 550, 430 S.E.2d 507 (1993)); *Riden v. Kemet Elec. Corp.*, 313 S.C. 261, 437 S.E.2d 156 (1993); *Meyer v. Piggly Wiggly No. 24, Inc.*, 338 S.C. 471, 473, 527 S.E.2d 761, 763 (2000) (holding there are three tests used to determine whether an employee was "engaged in an activity that is part of the owner's trade, business, or occupation"); *Revels v. Hoechst Celanese Corp.*, 301 S.C. 316, 318, 391 S.E.2d 731, 732 (1990) (finding the test used to determine if one is a statutory employee is "whether or not [the work] being done is or is not a part of the general trade, business or occupation of the owner.")). "If any one of these tests is satisfied, the injured worker is considered the statutory employee of the owner." *Voss* at 567 (citing *Riden*, 427 S.E. 2d at 156-158) (emphasis added). "Any doubts as to a worker's status are to be resolved in favor of coverage under the Act." *Id.*

C. South Carolina Courts Have Found Employees of Subcontractors Hired to Perform Maintenance Work "Statutory Employees."

South Carolina courts have applied the three tests to cases involving maintenance work and have repeatedly concluded that because maintenance is a necessary, essential, and integral part of the business, employees of subcontractors hired to perform maintenance work were "statutory employees." For example, in *Smith*, T.H. Snipes & Sons hired a self-employed welder to repair a metal shearing machine used in Snipes' business. *Smith v. T. H. Snipes & Sons, Inc.*, 306 S.C. 289, 411 S.E. 2d 439, 440 (1991). During the course of repairing the machine, the

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welder was fatally injured. *Id.* The welder had previously obtained worker's compensation insurance for himself, and his beneficiaries elected to receive benefits under his coverage as provided under the South Carolina Workers' Compensation Act. *Id.* at 290. Subsequently, the personal representative of the welder filed a negligence action against Snipes. *Id.* The trial court granted summary judgment in favor of Snipes, concluding that the welder was a statutory employee and that subject matter jurisdiction rested exclusively with the South Carolina's Workers' Compensation Commission. *Id.* at 291. The South Carolina Supreme Court affirmed. In reaching its decision, the Court found that the nature of the work being performed by the welder was an integral part of Snipes's operations, without which Snipes's operation could not function. *Id.* at 292. Also, at the time of his fatal injury, the welder was engaged in work which was an essential part of the trade, business or occupation of Snipes. *Id.*

Similarly, in *Gentry v. Milliken & Co.*, 307 S.C. 235, 414 S.E.2d 180 (1992), a contractor's employee was killed while installing scouring machinery at a textile mill. The employee's personal representative was barred from bringing a wrongful death action "by the exclusive remedy provisions of the South Carolina Workers' Compensation Act" because Gentry was Milliken's statutory employee. *Id.* at 235. The Court found that the employee was a statutory employee of the textile mill because the machine was an integral part of Milliken's general trade. *Id.* at 237, 414 S.E.2d at 182.

Likewise, in *Marchbanks v. Duke Power Company*, 190 S. C. 336, 2 S.E.2d 825 (1939), Duke Power Company hired a subcontractor to paint its utility poles. An employee of the subcontractor was injured on the job and filed an action against Duke Power. *Id.* at 334. Among other things, Duke Power raised a defense that the Workman's Compensation Act was the plaintiff's sole and exclusive remedy for the injuries he may have suffered. *Id.* at 334. After hearing the matter, a circuit court judge held that the plaintiff could not maintain his action and

"dismissed the complaint without prejudice to the right of the plaintiff to claim under the Workmen's Compensation Act." *Id.* at 834. On appeal, the Supreme Court of South Carolina agreed that the plaintiff/employee was a statutory employee of Duke Power because Duke Power could not carry on its business if its utility poles were not kept in sound condition. *Id.* at 837. The Court also noted that the plaintiff/employee was engaged in work "which [was] a part of the trade, business or occupation" of Duke Power. *Id.*

Another example involves an asbestos abatement contractor. In *Wheeler v. Morrison Machinery Co.*, 313 S.C. 440, 438 S.E.2d 264 (1993), a textile company retained an asbestos removal contractor to remove and dispose of asbestos as part of the plant's ongoing maintenance program. *Id.* at 265-266. Testimony made clear that the maintenance program was necessary to producing quality fabric to be sold, and it was impossible to perform maintenance in certain areas without removing asbestos. *Id.* at 266. The court therefore concluded that the maintenance work, including the asbestos removal, was a necessary part of the plant owner's trade, business, or occupation. *Id.* at 266. Evidence demonstrating that direct plant employees also engaged in asbestos removal from time to time bolstered the court's conclusion that the plaintiff, a worker of the contractor who was injured at the job, was a "statutory employee." *Id.* Therefore, the court held that the plaintiff's recovery was limited to workers' compensation benefits. *Id.* at 265.

The above-referenced cases are not an exhaustive list of instances where courts have found maintenance workers to be statutory employees of a premises owner. See, e.g., *Bell v. Elec. & Gas Co.*, 234 S.C. 577, 109 S.E.2d 441 (1959) (finding that a worker transferring an owner electric company's power and transmission lines to new poles was a statutory employee). South Carolina courts have also found workers who were performing other work that was part of an ongoing program to be statutory employees when the owner's "business by its size and nature

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[was] accustomed to carrying on a more or less ongoing program". See, e.g. *Rains v. Gould, Inc.* 288 S.C. 541, 545, 343 S.E.2d 655, 658 (Ct. App. 1986).

D. Mr. Seay was a "Statutory Employee" of Hoechst Celanese.

Applying the aforementioned standards to the instant case, it is clear that Mr. Seay was a statutory employee of Hoechst Celanese. Mr. Seay was a maintenance millwright. His daily work involved performing ongoing maintenance and repairs to equipment and process line systems in the Hoechst Celanese facility. See Ex. B at 17:24-18:3; 39:13-17; 55:14-17; 63:18-65:22; Ex. F at 22:19-23:13. It is undisputed that this work was a vital and important part of Hoechst Celanese's business. See Ex. F at 97:19-21; Ex. C at 179:6-12, 182:3-6. As was true in *Wheeler*, maintenance and repair of the equipment was necessary to the continued production of the materials manufactured at the Hoechst Celanese facility. See Ex. F at 97:19-25; Ex. D at 76:23-77:6; Ex. C at 184:19-184:22. Because of its size and the nature of its business, the Hoechst Celanese facility required ongoing maintenance. The mass production of synthetic fibers and resins required numerous pieces of equipment and piping systems to run properly and efficiently. See Ex. G ¶ 6.

The maintenance work that Daniel employees, such as Mr. Seay, performed was a necessary, essential, and integral part of Hoechst Celanese's business. See Ex. G ¶ 7; Ex. H at 318:24-319:11. The manufacturing process demanded a great deal of ongoing maintenance, repair, refurbishing, and/or installation and removal of equipment, machinery and pipelines. See Ex. G ¶ 3. It was essential for Hoechst Celanese to have maintenance workers on site to maintain, repair and replace equipment. See Ex. G ¶ 5. Without the ongoing maintenance, Hoechst Celanese would not have been able to produce polyester and other materials of the necessary quality and quantity. See Ex. G ¶ 5.

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Hoechst Celanese has always required maintenance workers. *See* Ex. G ¶ 6. During the time Mr. Seay worked at the Hoechst Celanese facility, the maintenance workers were Daniel employees. In later years, Hoechst Celanese directly hired some Daniel mechanics as Hoechst Celanese personnel. *See* Ex. F, 98:5-99:4; Ex. G ¶ 9.

In short, Mr. Seay's work as a maintenance millwright at Hoechst Celanese meets all three tests: (1) the ongoing maintenance work Mr. Seay performed was "an important part of [Hoechst Celanese's] trade or business;" (2) the ongoing maintenance was a "necessary, essential, and integral part of [Hoechst Celanese's] business;" and (3) the maintenance work has been performed by [Hoechst Celanese's] employees. *See* Ex. C at 185:2-186:16; Ex. F at 20:15-16; Ex. G ¶ 7. If even one of these tests is met, then Mr. Seay must be considered to be a "statutory employee" of Celanese under the extensive case law established by the South Carolina courts. *See, e.g. Voss*, 482 S.E.2d at 586.

In addition, any doubt is to be resolved in favor of coverage under the South Carolina Workers' Compensation Law. *See, e.g., Id.; Revels*, 301 S.C. at 318. Hoechst Celanese should be afforded protection under the South Carolina Workers' Compensation Law as it maintained adequate workers' compensation insurance. Moreover, Hoechst Celanese was contractually obligated to reimburse Daniel for workers' compensation insurance for Daniel's employees. *See* Ex. G, ¶ 9; Ex. H at 266:14-22. Specifically, the Maintenance Services Contracts between Hoechst Celanese and Daniel, dated March 1, 1972, and June 24, 1975, and marked as Exs. 4 and 17 to Mr. Bowyer's deposition, provide that Hoechst Celanese was to reimburse Daniel for workers' compensation costs. *See*, Ex. H at 315:19-316:1 and 321:20-322:14; Ex. I, 3/1/72 Maintenance Services Contract, Section 4(c)(i); Ex. J, 6/24/74 Maintenance Services Contract, Section 4(c)(i). Of particular note in Ex. J is the express provision of the coverage as

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CLERK OF COURT

"Workmans' Comprehensive -- Statutory Employee Liability." See, Ex. J, 6/24/74 Maintenance Services Contract, Section 4(c)(i).

This Court has heard several Motions to Dismiss based on the "statutory employee defense" in cases with similar fact patterns. See, e.g., Ex. K, Order Granting Mot. To Dismiss in *Ewing v. A.W. Chesterton Co., et al.* (the court found a pipefitter assisting with maintenance and construction was a statutory employee because his work was part of the owner's trade or business); see also Exs. L and M, respectively, Duke Mot. To Dismiss and Order Granting Duke's Motion in *Bumgardner v. ABB, Inc., et al.*

In *Ewing*, the plaintiff was employed by Daniel and worked as a pipefitter at a DuPont facility. See Ex. K, p. 2. The plaintiff's duties included installing pipes and tying those new pipes into existing lines. *Id.*, p. 2. Similar to Hoechst Celanese, DuPont's business was manufacturing various synthetic fibers. DuPont hired contractors like Daniel to assist in the maintenance, repair and upgrades at its facility. *Id.*, p. 5. This is the precise situation in the instant case. Because this Court found the plaintiff in *Ewing* to be a statutory employee of DuPont, it should make the same finding with respect to Mr. Seay in the instant case.

E. Because Mr. Seay was a "Statutory Employee" of Hoechst Celanese, Plaintiffs' Claims are Limited to a Workers' Compensation Claim Under the South Carolina Workers' Compensation Law, and this Action Should be Dismissed as to Hoechst Celanese.

The South Carolina Industrial Commission has exclusive jurisdiction over workers' compensation claims. See S.C. Code Ann. § 42-1-540 (1985). Because Mr. Seay was a statutory employee of Hoechst Celanese in connection with his work at the Hoechst Celanese facility in Spartanburg, his claims concerning alleged injuries arising from work at the facility are limited to a workers' compensation claim. Thus, this case should be dismissed as to Hoechst Celanese because it is barred by the exclusive remedy provisions of the South Carolina Workers' Compensation Law. *Gentry*, 307 S.C. at 236. This Court lacks jurisdiction over Mr. Seay's

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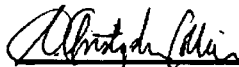
workers' compensation claim, as jurisdiction for such an action rests exclusively with the Workers' Compensation Commission. *See, e.g., Wheeler, Co.*, 438 S.E.2d at 265-266. Further, because Mr. Seay's common law claims against Hoechst Celanese arise and are likewise barred under the exclusive jurisdiction of the South Carolina's Workers' Compensation Law, Mrs. Seay's loss of consortium claims are barred as well. *See Lowery v. Wade Hampton Co.*, 270 S.C. 194, 198, 241 S.E.2d 556, 558 (1978).

CONCLUSION

As a millwright performing maintenance and repairs required to maintain equipment and produce quality products, Mr. Seay was performing work that was necessary and integral to Hoechst Celanese's business. Consequently, Mr. Seay was a "statutory employee" of Hoechst Celanese in connection with his work at the Hoechst Celanese facility in Spartanburg. Plaintiffs' claims and recovery are therefore limited to a workers' compensation claim under the South Carolina Workers' Compensation Law. Accordingly, Hoechst Celanese's Supplemental and Amended Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment Based on the Statutory Employee Doctrine should be granted, and this case should be dismissed as to Hoechst Celanese.

This the 21st day of May, 2015.

HAWKINS PARNELL THACKSTON & YOUNG ^{LLP}



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South Carolina Bar No. 100501

S. Christopher Collier
Georgia Bar No. 178307

(Admitted Pro Hac Vice)

Counsel for Defendant CNA Holdings, LLC
identified in the caption as "CNA Holdings, LLC
(sued individually and as successor to Hoechst
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STATE OF SOUTH CAROLINA
JAMES E. SLACKLEY

EXHIBIT A

FIRST AMENDED WORK HISTORY SHEET

NAME: DENNIS SEAY

NICKNAMES: NONE

EMPLOYER: TEXTILE SHOP/BLACK

SUPERVISOR: _____

MENULA/BRISTOL METALS

JOB SITE: TEXTILE SHOP/BLACK

CITY: SPARTANSBURG

MENULA/BRISTOL METALS MACHINE

SHOP

STATE: SOUTH CAROLINA

COWORKERS AND JOB TITLES:

DATE OF JOB: 1962 - 1966/67

DUTIES AT THIS JOB SITE:

ON THE JOB EXPOSURE:

MACHINIST'S HELPER & MACHINIST

YES NO DON'T KNOW

WAS THE JOB NEW CONSTRUCTION?

CHEMICALS

X

REPAIR WORK BOTH?

WAS THE JOB INDOORS? OUTDOORS?

FUMES

X

BOTH?

REASON FOR LEAVING?

GASES

X

WAGE RATE/HOUR? _____

CHROMIUM

X

AVERAGE HOURS WORKED/WEEK? _____

CADMIUM

X

PERCENTAGE OF TIME EXPOSED TO

ANY OTHER

X

ASBESTOS PRODUCTS: %

PRODUCT Asbestos-containing

LIST: products, see list

ASBESTOS MATERIALS USED ON THIS

DID YOU WEAR A RESPIRATOR,

JOB:

MASK, OR OTHER PROTECTIVE

DEVICE ON THIS JOB TO AVOID

INHALATION OF ANY DUST OR FUMES

INCLUDING ASBESTOS DUST?

(SEE ATTACHED EXHIBIT A)

YES NO X NO

WORK HISTORY SHEET FOR DENNIS SEAY, PAGE 1.

EXHIBIT A

ASBESTOS MATERIALS USED ON THIS JOB:

GASKETS:
ARMSTRONG
GARLOCK
CRANITE

WORKED
WITH AROUND

X	X
X	X
X	X

WORK HISTORY SHEET FOR DENNIS SEAY, PAGE 2.

FIRST AMENDED WORK HISTORY SHEET

NAME: DENNIS SEAY

NICKNAMES: NONE

EMPLOYER: DANIEL CONSTRUCTION

SUPERVISOR: _____

JOB SITE: HOECHST/CELANESE FIBERS
PLANT

CITY: SPARTANSBURG

STATE: SOUTH CAROLINA

COWORKERS AND JOB TITLES: _____

DATE OF JOB: 1969 - 1978

DUTIES AT THIS JOB SITE:

ON THE JOB EXPOSURE:

MILLWRIGHT'S HELPER; MILLWRIGHT &
MAINTENANCE WORKER

YES NO DON'T KNOW

WAS THE JOB NEW CONSTRUCTION? _____
REPAIR WORK _____ BOTH? _____

CHEMICALS

X

WAS THE JOB INDOORS? _____ OUTDOORS? _____
BOTH? _____

FUMES

X

REASON FOR LEAVING? _____

GASES

X

WAGE RATE/HOUR? _____

CHROMIUM

X

AVERAGE HOURS WORKED/WEEK? _____

CADMIUM

X

PERCENTAGE OF TIME EXPOSED TO _____

ANY OTHER X

ASBESTOS PRODUCTS: _____%

PRODUCT LIST: Asbestos-containing
products, see list

ASBESTOS MATERIALS USED ON THIS
JOB:

DID YOU WEAR A RESPIRATOR,
MASK, OR OTHER PROTECTIVE
DEVICE ON THIS JOB TO AVOID
INHALATION OF ANY DUST OR FUMES
INCLUDING ASBESTOS DUST?

(SEE ATTACHED EXHIBIT B)

YES _____ NO X

WORK HISTORY SHEET FOR DENNIS SEAY, PAGE 3.

EXHIBIT B

ASBESTOS MATERIALS USED ON THIS JOB:

WORKED
WITH AROUND

GASKETS/PACKING:

ARMSTRONG	X	X
GARLOCK	X	X
CRANITE	X	X
FLEXITALLIC	X	X
JOHN CRANE	X	X

PIPE COVERING/BLOCK INSULATION:

JOHNS MANVILLE	X	X
PABCO	X	X

PUMPS:

ALLIS CHALMERS	X	X
WORTHINGTON	X	X
PACIFIC	X	X
CHICAGO	X	X
INGERSOLL RAND	X	X

VALVES:

CRANE	X	X
CHAPMAN	X	X
CROSBY	X	X
HENRY VOGT	X	X
POWELL	X	X
WESTINGHOUSE	X	X

COMPRESSORS:

INGERSOLL RAND	X	X
WORTHINGTON	X	X

BOILERS:

BABCOCK & WILCOX	X	X

MASKS:

3M	X	X

WORK HISTORY SHEET FOR DENNIS SEAY, PAGE 4.

FIRST AMENDED WORK HISTORY SHEET

NAME: DENNIS SEAY

NICKNAMES: NONE

EMPLOYER: PRECISION BEARING

SUPERVISOR: _____

JOB SITE: PRECISION BEARING PLANT

CITY: SPARTANSBURG

STATE: SOUTH CAROLINA

COWORKERS AND JOB TITLES: _____

DATE OF JOB: 1966/67-1969 & 1978-2008

DUTIES AT THIS JOB SITE:

ON THE JOB EXPOSURE:

MACHINIST

	YES	NO	DON'T KNOW
WAS THE JOB NEW CONSTRUCTION? CHEMICALS		X	
REPAIR WORK BOTH?			
WAS THE JOB INDOORS? OUTDOORS? FUMES		X	
BOTH?			
REASON FOR LEAVING? GASES		X	
WAGE RATE/HOUR? CHROMIUM		X	
AVERAGE HOURS WORKED/WEEK? CADMIUM		X	
PERCENTAGE OF TIME EXPOSED TO ANY OTHER		X	
ASBESTOS PRODUCTS: %			

PRODUCT

LIST:

ASBESTOS MATERIALS USED ON THIS JOB:

DID YOU WEAR A RESPIRATOR, MASK, OR OTHER PROTECTIVE DEVICE ON THIS JOB TO AVOID INHALATION OF ANY DUST OR FUMES INCLUDING ASBESTOS DUST?

(NO KNOWN EXPOSURE)

YES ___ NO_X___

WORK HISTORY SHEET FOR DENNIS SEAY, PAGE 5.

EXHIBIT B

Page 5	Page 7
1 INDEX 2 WITNESS/EXAMINATION 3 Witness Name Page Line 4 Dennis Seay 5 Examination By Mr. Meriwether 6 12 6 Examination By Mr. Thoenen 115 10 7 Examination By Ms. Nettles 128 22 8 Examination By Ms. Flynn 142 9 9 Examination By Mr. Herns 153 18 10 Signature Page 169 3 11 Certificate of Reporter 171 1 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 and I was out of work for about probably eight weeks 2 or nine weeks. And I don't know where I give a 3 deposition on that or not, but I want back to 4 work. 5 Q. So you might have had like a Worker's 6 Compensation deposition? 7 A. Yeah. 8 Q. All right. Well, just -- I know 9 Mr. McDowell has probably told you some of this 10 already, but basically this is our opportunity to 11 talk to you about some of the circumstances that 12 might have led to you bringing the lawsuit. It's 13 going to obviously touch on your work history, some 14 asbestos issues. It's going to touch on your 15 medical history, obviously. And then and some 16 smaller and critical points like names in your 17 family so we don't put your family on the jury. 18 Those kinds of things. 19 It is informal in the sense that we don't 20 have to wear ties and we don't have to sit in a 21 courtroom. It is formal in the sense that you are 22 under oath just as if you were in the courtroom and 23 it is -- this deposition is being taken pursuant to 24 a notice of notice and according to the South 25 Carolina Rules of Civil Procedure and those rules
Page 6	Page 8
1 STIPULATION 2 It is stipulated by and between counsel 3 that this deposition is being taken in accordance 4 with the South Carolina Rules of Civil procedure, 5 Rule 30; that all objections as to notice of this 6 deposition are hereby waived; that all objections 7 except as to form are reserved until the time of 8 trial; and that the deponent waives reading and 9 signing of this deposition. 10 DENNIS SEAY, 11 being first duly sworn, testified as follows: 12 EXAMINATION 13 BY MR. MERIWETHER: 14 Q. All right, Mr. Seay. Now that we are on 15 the record and we're all official, once again, I'm 16 Robert Meriwether and it's a pleasure to see you 17 today. 18 A. Good to see you. 19 Q. We are here today to take your deposition 20 in the case that you have brought with McDowell. 21 Let me ask you, have you ever been through a 22 deposition like this before? 23 A. No, not like this, no. 24 Q. Any kind of deposition? 25 A. Well, I hurt my back back in the mid 70s	1 requires me to tell you that -- those rules require 2 me to tell you that if you don't understand a 3 question that we ask, that you need to ask us to 4 clarify it rather than ask your attorney. I guess 5 mostly because he didn't ask the question. 6 If at any time you don't understand a 7 question, please don't just answer what you think we 8 said because the only benefit to having a deposition 9 where everything is getting written down is if we 10 are talking on the same page, so to speak, if that 11 makes sense. 12 A. Uh-huh. 13 Q. The other thing to remember is that when 14 we're talking, it's tempting to shake or nod your 15 head or go huh-uh or uh-huh, but that doesn't always 16 come out on the transcript right, so it's best to 17 say yes, no, or I don't know. So to speak up and 18 give a verbal response if you can. 19 A. Got you. 20 Q. Excellent. All right, sir. Then let's 21 just start at the beginning: What is your full 22 name, Mr. Seay? 23 A. Dennis Deleene Seay. 24 Q. All right. 25 A. That's D-E-L-E-N-E.

Page 9 1 Q. /And what's your date of birth? 2 A. January 28, 1944. 3 Q. Where were you born? 4 A. Spartanburg County. 5 Q. Right here. All right, sir. Born in a 6 hospital or home birth? 7 A. Oh, hospital, I think. 8 Q. Of course you were mighty young. You might 9 not remember. 10 A. Right. Part of us was born in a hospital. 11 Part of us was born at home. 12 Q. Sure. That was the way of the world. What 13 were your parents' names? 14 A. Grady -- Wallon Grady Seay. 15 Q. And? 16 A. And Nina Victoria Canon. 17 Q. Did she go by Nina? 18 A. Nina, right. 19 Q. So Grady and Nina. Have they both passed 20 away? 21 A. Yes. 22 Q. Do you know happen to know what they passed 23 away from? 24 A. I would say probably from old age more than 25 anything. My mother was 92 and my dad was 86.	Page 11 1 Q. Sure. Now, was this attached to a single 2 mill or was this something that served the textile 3 industry generally? 4 A. It just served the textile generally. Like 5 rolls, if somebody wanted some rolls, I was a 6 machinist -- a machinist helper when I went to work 7 there, but at about six months they reclassified me 8 as a machinist and I was on my own from then on as 9 far as building rolls or whatever. Mostly metal 10 work. 11 Q. Now, let me see: What year was it when you 12 got out of high school in the 11th grade? 13 A. I think it was around -- I want to say '61 14 or 2. 15 Q. '61 or '62. All right, sir. Was this -- 16 we got a work history sheet that your lawyers filled 17 out for us. 18 A. Yes, sir. 19 Q. I think maybe there is an error on it. It 20 talked about a place called Black Manula, which I 21 assume is Black Maneular. 22 A. That is -- Black Maneular -- it used to be 23 the old textile shops. Black Maneular bought it out 24 and changed it to Bristol Metals. 25 Q. Yes.
Page 10 1 Q. Good full lives it sounds like. All right, 2 sir. What did your dad do? 3 A. He was a farmer. 4 Q. So you were born on a farm and started 5 doing chores at a young age, I would imagine. 6 A. Right. Yes, sir. 7 Q. Where did you go to school as a youngster? 8 A. Went to Carlyle Elementary School and then 9 to Bolling Springs High School. 10 Q. Did you finish high school? 11 A. No, I quit in the 11th. 12 Q. Out in the 11th. All right, sir. 13 MR. MERIWETHER: I think no one is 14 dialing in. 15 MR. McDONELL: I'm sure one of us will 16 get an email if someone does and says, what the 17 heck. 18 BY MR. MERIWETHER: 19 Q. All right, sir. So when you left school in 20 the 11th grade, what did you do? 21 A. I went to work at the textile shops. 22 Q. And in the Upstate up here, there were lots 23 of textile facilities? 24 A. It was a machine shop. We built rolls and 25 stuff like that for the textile industry.	Page 12 1 A. Black Maneular owned Bristol Metals, so 2 they changed the name of it to Bristol Metals and 3 they switched over from the textile business to 4 building tanks and stuff like that. Stainless steel 5 tanks. 6 Q. Sure. All right, sir. So when you went to 7 work there in 1961 or '62, how did you get the 8 job? 9 A. Just went and applied for it. 10 Q. You knew they were hiring, or you just 11 hoped that they were hiring? 12 A. Yeah. 13 Q. All right, sir. Growing up, did you just 14 help around the farm or did you have any other -- 15 A. Helped around the farm. 16 Q. All right, sir. So when you went in, you 17 were good with your hands, I assume, as a farm boy. 18 A. Uh-huh. 19 Q. You went right into the machine shop? 20 A. Right. 21 Q. Now, at that point, in '61 or '62, was 22 Black Maneular still making textile dyes? 23 A. Now, that's totally. Black Maneular had a 24 chemical plant on the far side of the town. 25 Q. Yes, sir. I know about that one?

Page 13

1 A. And this place had no chemicals in it ever,
2 or anything like that.
3 Q. Oh, okay. All right. So this is totally
4 separate. I just assumed --
5 A. It was a subsidiary of what they bought.
6 Q. So you were really doing metal work?
7 A. Right.
8 Q. Did you have a specialty? Were you good on
9 the lathe?
10 A. Lethe.
11 Q. So you were metal lathing?
12 A. Right.
13 Q. Was this a full scale machine shop?
14 A. Yes.
15 Q. You take raw metal and turn it into pretty
16 much what you wanted to?
17 A. Right.
18 Q. Did you have forging capabilities?
19 A. Huh-uh.
20 Q. No?
21 A. No.
22 Q. Just cutting, fitting, rolling,
23 hammering --
24 A. Right.
25 Q. -- riveting, all that stuff?

Page 14

1 A. Right.
2 Q. All right, sir. And when you went into the
3 machine shop in '61 and '62, did you have a formal
4 or informal apprentice period?
5 A. I worked with the fellow for two weeks, and
6 in the two-week period I pretty well caught on,
7 learned to read all the mics and everything and I
8 could go measure instruments.
9 Q. When you talk about reading the mics, is
10 that like a micrometer?
11 A. Micrometers and all that.
12 Q. Sure.
13 A. I didn't take just a few weeks until I done
14 learned how to read those and everything. I worked
15 with a fellow for two weeks and they put me on my
16 own, so I call caught on pretty quick.
17 Q. It sounds like it. All right, sir. So did
18 this section of Black Maneular in the machine shop,
19 did they have a specialty? You mentioned that they
20 made the big rolls?
21 A. Right.
22 Q. Describe the size of those rolls, because
23 I'm not sure most of us know.
24 A. They would range anywhere from three inches
25 to 20 inches in diameter.

Page 15

1 Q. And they were part of the textile mill
2 operations where they would actually roll out the
3 cloth and the yarn or whatever they were making?
4 A. Right, right.
5 Q. Did you do any welding?
6 A. No.
7 Q. So this is really sort of classic pure
8 machine shop work?
9 A. (Witness nods head up and down.)
10 Q. Right, okay. How long did you stay
11 there -- well, I'll just ask you: According to our
12 work history that we got, they say that you were
13 there from 1962 to either '66 or '67.
14 A. Right.
15 Q. Does that sound right?
16 A. Uh-huh.
17 Q. Do you remember when you left?
18 A. I left there around that time and went
19 to -- I worked at Precision Bearing twice. I left
20 there and went to Precision Bearing, and went there
21 as a machinist and ran a lathe there up until about
22 '69 and then I went to Hoechst Fibers.
23 Q. All right. During the time, the '62 to '66
24 or '67 that you were in the machine shop would you
25 have had any exposure to asbestos?

Page 16

1 A. No.
2 Q. Okay.
3 A. It was all clean -- clean metal work like
4 tubing.
5 Q. Sure.
6 A. Pipe. And solid steel maker heads out of
7 to put in the tubes.
8 Q. Yes, sir.
9 A. It was all pretty clean. Pretty clean
10 metal work. Most of it was stainless steel.
11 Q. Of course because you're going in the
12 textile plants. Understood.
13 So then you went Precision Bearing, '67
14 maybe the tail end of '66 to '69, and, again, your
15 primarily in the machine shop?
16 A. Right.
17 Q. And you were working on a lathe?
18 A. Right.
19 Q. What were you actually making?
20 A. Same thing, rolls.
21 Q. Still making rolls.
22 A. Right.
23 Q. Let's hope they paid you more?
24 A. They did.
25 Q. That's a sound reason to move over there.

Page 17 1 All right. So, again, when you're at 2 Precision Bearing from '67 to '69 is there any 3 asbestos exposure? 4 A. No. 5 Q. Then when you left Precision Bearing in 6 '69, that's when you went to Hoechst Celanese? 7 A. I went to Hoechst Celanese. 8 Q. And the -- who were you working for? 9 A. Daniel's, Daniel Construction. 10 Q. You got on with Daniel's? 11 A. Right. 12 Q. All right, sir. How did you get that 13 job? 14 A. Just went over there and applied for it. 15 At that time, it was good bit higher paying job, but 16 I had to go to work as a millwright helper, but I 17 worked myself up within about six months to 18 millwright. 19 Q. All right. And according to our work 20 history sheets, you were there at Hoechst Celanese 21 from about 1969 to, about 1978, so close to 10 years. 22 Nine years, let's say. 23 A. Right. 24 Q. Now, what were you doing out at Hoechst 25 Celanese?	Page 19 1 your -- 2 A. No. I worked out at the machine shop on 3 several jobs, but that wasn't my primary job. My 4 primary job was a millwright out on the field. 5 Q. And as a millwright, at this point, when 6 you were working for Daniel, Daniel is a non-union, 7 right? 8 A. Right. 9 Q. So as a millwright, as a nonunion 10 millwright with Daniel out there at Hoechst 11 Celanese, what kinds of equipment would you have 12 been maintaining? 13 A. Just about any and everything in the whole 14 plant from the basement -- from the beginning of 15 a -- they made chemicals at the DMT plant and the 16 chips, and then they'd load the chips over to 17 Hoechst Celanese. 18 From that point on to the finish product on 19 the stretch line was our work area. 20 Q. So you were not over at the DMT plant, but 21 you were as soon as the chips got to Hoechst 22 Celanese? 23 A. Right. But we would work at the DMT plant 24 on shutdowns. They had shutdowns about once a 25 year.
Page 18 1 A. Performing maintenance work. That was, if 2 something broke down, I would fix it. Or regular 3 routine P.M. maintenance work on lines. 4 Q. P.M. being preventive maintenance? 5 A. Right. 6 Q. All right, sir. So was there any new 7 construction going on out there at Hoechst Celanese? 8 A. Yes. 9 Q. Were you involved in that? 10 A. Not really. There was -- while I was 11 there, they built two new lines, 13/15, but I 12 wouldn't involved in the construction of it. 13 Q. Okay. You were maintenance for the 14 existing plant? 15 A. Right. The old plant. 16 Q. Sure. And what was the old plant making? 17 A. Fiber. 18 Q. So it's -- 19 A. Polyester. 20 Q. It's just a pure synthetic fiber plant? 21 A. Right. 22 Q. All right. Did they have machine shop 23 facilities there? 24 A. Yes, they did. 25 Q. And was that your primary job based on	Page 20 1 Q. It was -- 2 A. They would pull us -- some of us workers 3 out of Hoechst Celanese and work the shutout. 4 Q. Sure. And were those shutdowns always 5 carefully to timed to ruin your holidays? 6 A. Yeah, most of the time. 7 Q. They even ran them 4th of July or 8 Christmas, right? 9 A. Christmastime. 10 Q. Christmastime. Just to make sure -- 11 A. The money was good, though. 12 Q. There you go. It made Santa Claus a little 13 better that year. 14 All right, sir. Now, so during the period 15 that you were out there at Hoechst Celanese doing 16 maintenance work not really in the DMT area except 17 for shutdowns, how many workers were in the -- from 18 Daniel were out there at Hoechst Celanese? 19 A. Total number of workers -- back in the 20 early 70s when, you know, the fiber industry was 21 booming, there were probably 500 maintenance 22 workers, about 4,000 production workers. 23 Q. All right. And were all the 500 24 maintenance workers, were they all Daniel? 25 A. Yes.

Page 21 1 Q. Were there any Hoechst Celanese employees 2 that were maintenance? 3 A. No. 4 Q. They were all production? 5 A. Right. 6 Q. So they pretty much contracted out their 7 entire maintenance -- 8 A. Right. 9 Q. -- program to Daniel? 10 A. Everything. 11 Q. Okay. And out of the 500 maintenance 12 workers, how many were millwrights like you? 13 A. Oh, probably -- a rough estimate would be 14 probably 350, and then the rest would have been FAB 15 shop workers and machinist. 16 Q. So they had a separate valve shop sort of 17 more specialized? 18 A. Well, on the valves -- or on mostly 19 anything, they had a PIV and valve shop. I worked 20 in there probably eight months by myself. So, most 21 of the work was performed by each individual. 22 You go in this morning, if they got a line 23 down, they pull P.M. on that line. And then 24 whatever job you was assigned, that's what you went 25 and done. If it was repair this line and you see	Page 23 1 Q. -- to -- they can probably grind seats on a 2 valve or whatever they need to do, right? 3 A. Right. Well, the machine shop can do that. 4 The FAB shop is mostly metal. 5 Q. Mostly just metal and pipe? 6 A. Right. 7 Q. Okay. And you said you were in the FAB 8 shop for eight months? 9 A. No, I was in the PIV gearbox. 10 Q. What's PIV? 11 A. P stands for positive and the I is 12 infinitive and the V is variable. It's a variable 13 speed box. So many of them chain driven, some of 14 them is roller bearing driven. 15 Q. That is essentially -- 16 A. I guess mainly it was before they come out 17 with these good DC motors that you could regulate 18 your rpm with. 19 Q. Sure. 20 A. You would use these gearboxes where you 21 could set your speed on the line what you want your 22 fabric to be running or your fiber to be running or 23 whatever, you know. 24 Q. So essentially a PIV is an old fashion 25 transmission --
Page 22 1 three or four valves on there that need to be 2 replaced or the packing and all replaced, then you 3 pull the valve out and you do that. 4 Q. That's your preventive maintenance? 5 A. Right. And then you'd proceed on down the 6 line catching whatever you had to do. 7 Q. So you got 500 maintenance workers out 8 there, 350 are millwrights like you, the other 150 9 are -- some of them are valve shop workers? 10 A. FAB shop. 11 Q. FAB shop. I'm sorry misunderstood you. 12 I've been saying valve shop this whole time. FAB 13 shop. 14 A. FAB shop. 15 Q. So they are fabricating -- 16 A. Fabricating whatever they need to for the 17 plant whatever they call for. 18 Q. And is the FAB shop essentially a metal 19 working shop? 20 A. Right. 21 Q. So they can do everything from pipe 22 bending -- 23 A. Right. 24 Q. -- to fabing hangers -- 25 A. Right.	Page 24 1 A. Right. 2 Q. -- for fabric machinery? 3 A. Right. 4 Q. So what size plant are we talking about 5 where -- I mean, this is a substantial operation if 6 you got 350 millwrights. Can you give me an 7 estimate of the size? 8 A. The size? 9 Q. Yes, sir. 10 A. Well, we had -- at one time we had 13 -- 13 11 lines. That would have been -- when I say lines, 12 that's complete from spinning through the stretch 13 lines, through the bellers, and coming out as 14 polyester fiber mixed with cotton or use it as is. 15 It was pretty huge at one time. 16 Q. And if you had gone out to that Hoechst 17 Celanese facility in those days in the boom years, 18 how many acres would it be? 19 A. Oh, I'd say they probably had -- an 20 estimate, I'd say they had well over 100 acres in 21 that facility, if you count all the way down to the 22 river because their property line went all the way 23 down to Pacolet River, which is a good ways from 24 Hoechst Fibers. 25 Q. Sure. Did they take water out of Pacolet

Page 25 1 River? 2 A. No, but they run a lot of cesspool water in 3 it. 4 Q. Did they have their own wells, do you 5 know? 6 A. No. They used city water. 7 Q. You used city water? 8 A. Right. 9 Q. So, the building size must have been 10 enormous. 11 A. It was. 12 Q. How many different buildings were there? 13 A. Oh, you had filament. The filament 14 section. And it was across from where I worked. It 15 was about as big as the area I worked at. And then 16 you had the poly building which processed. They had 17 a lot of -- a lot of pumps and valves and stuff in 18 the poly building. It handled a lot of the chip 19 form. They had reactors that melt it down. From 20 some of the lines the product -- the fiber would 21 come to us in melted form and then they would do 22 that part in the poly building. 23 Q. Sure. 24 A. And then we had -- also, we had about 12 25 lines that the product come to us in chip form and	Page 27 1 the cans, the fiber wood in rope fashion, and then 2 it was sent to the stretch line and hung up on the 3 different eye hooks up there and then it was guided 4 down into the stretch process. 5 Q. And at this point we're talking about -- 6 sort of in layman's terms, we're talking about a 7 rope of melted plastic. 8 A. Right. 9 Q. And eventually it's going to get stretched 10 out into a thread of melted plastic. 11 A. Right. 12 Q. All right, sir. In addition to the 13 filament building, the staple stretch building and 14 the poly building, any other buildings? 15 A. Well, you had the DMT plant. 16 Q. DMT plant, which you worked on on 17 shutdowns? 18 A. Right. And I worked in the poly building a 19 couple times on shutdowns. Not all that much. Just 20 some. That was putting packing in reactors. 21 Q. Did you ever work in the filament 22 building? 23 A. No, huh-uh. 24 Q. All right, sir. 25 MR. ROOT: Was that a no?
Page 26 1 went through dryers and down into the extruder and 2 then back up to the deicers and then back down to 3 the spine line. Big operation. 4 Q. All right. So we were talking -- before we 5 kind of got off track, we were talking about the 6 buildings out there. We got the filament building, 7 we got the poly building. You said you had your 8 area, which was -- what was the name? 9 A. Which was a staple, Staple A and B, and 10 then the stretch line. 11 Q. So that was all together under one roof, 12 Staple A and B and stretch line? 13 A. Right. 14 Q. You say that was kind of your area, was 15 Staple A and B and stretch line? 16 A. Right. 17 Q. Did that building -- did they have any 18 other designation? Did they go by letters or 19 numbers? 20 A. No. It was just Staple A, which consists 21 of 12 lines and that's the beginning of making the 22 product. 23 Q. Sure. 24 A. And then you had the stretch line, it 25 left -- it run over to the sunflower wheels, down in	Page 28 1 THE WITNESS: No. 2 BY MR. MERIWETHER: 3 Q. So never worked in the filament building. 4 Your main area is what we're calling the staple 5 stretch building. 6 A. Right. 7 Q. A couple of times on shutdowns you were at 8 the poly building and maybe once a year you would be 9 in the DMT plant for a shutdown. 10 A. Right. 11 Q. Any other buildings out there? Is there an 12 office area separate? 13 A. Well, you had what we call the White House, 14 where all the engineers and all stayed at up on the 15 hill. 16 Q. The White House with the engineers. Did 17 you ever work up there? 18 A. No, but I've been up there several times. 19 Q. Just going up to talk to an engineer about 20 some issue? 21 A. Right. 22 Q. Okay. Is there a separate power house? 23 A. Not that I know of. 24 Q. Are there any separate pumping stations or 25 pump buildings?

Page 29 1 A. Yeah, but I wasn't involved. And you had 2 some main pumping systems at different locations 3 that was out of my work area, so I really wasn't 4 involved with that. 5 Q. We'll call them pump buildings, but you 6 didn't work in them. Any other buildings that you 7 can think of that are out there in this pretty 8 sizeable plant? 9 A. Not that I can recall, other than the 10 supply room. You had a pretty huge supply room. 11 Q. So there's a separate centralized supply 12 area? 13 A. Right. 14 Q. Tell me about that. Was that run by 15 Hoechst Celanese or Daniel? 16 A. Hoechst Celanese. 17 Q. So the supply building. And did it stock 18 supplies for everything out there at that plant? 19 A. Everything. 20 Q. How did that work? 21 A. Well, that's like, if you're working out on 22 the line, you're working on a PIV or a valve, and 23 say it's a crane valve and you needed a set of 24 gaskets and packing for that particular valve, you 25 get your number off the valve and you go to the	Page 31 1 pieces of equipment that they got spare parts for, 2 are they -- they've got like a cast in or like a 3 stamped in identification number on them? 4 MR. MCDOWELL: Object to the form. 5 THE WITNESS: All I can recall right 6 now is, I would use the number off the valve 7 itself and go the storeroom and give them that 8 number, the type valve it was, if it was a 9 four-inch, or whatever, and they would bring me 10 the parts for it and I would rebuild it. 11 That's all I can tell you. 12 Q. That's fine. That's fine. I understand. 13 So, let's drop back just for a little bit. 14 When you are at Daniel, when you've put in your 15 application and you've been accepted, you got six 16 months as a helper, right? 17 A. Right. 18 Q. And did you basically apply for a 19 millwright's position or did you just apply and they 20 decided they needed a millwright? 21 A. No, they moved me up to millwright. 22 Q. Well, I mean -- I'm sorry. 23 A. They evaluated me and moved me up to 24 millwright. 25 Q. All right. But, you know, in your former
Page 30 1 supply room and give them that number and they go 2 back there and get you a kit. Or if you wanted to 3 replace the whole valve, they get you a new valve, 4 or you would get a kit and they would replace the 5 packing or whatever. That's how it worked. 6 On everything else -- that's on your 7 gearboxes. That's on everything. They kept the 8 inventory of spare parts for just about every part 9 in that whole plant that was in the production 10 line. 11 Q. Because you don't want to have any down 12 time? 13 A. They got that five, six, 68 million worth 14 of spare parts out there in it. 15 Q. All right, sir. You said you would get the 16 number, so did Hoechst Celanese stencil something on 17 all of their -- 18 A. No. We always used the identification 19 number on the pump -- on the valve itself. 20 Q. So this is -- I'm just trying to figure out 21 how they tracked these things. Is it a Hoechst 22 Celanese number that's on there or is it a 23 manufacturer's number? 24 A. Manufacturer number. 25 Q. And so to your memory are all of these	Page 32 1 job you really would have been more of a machinist 2 than a millwright, so I was just wondering how you 3 wound up going into the millwright program for 4 Daniel? 5 A. I just went and there was a job open for a 6 millwright and I applied. I didn't have any 7 experience as a millwright. I had to start out as a 8 millwright helper. 9 Q. Let's talk for a minute about those six 10 months as a helper. Did you have a single person 11 who was kind of you're leading man that you were 12 learning under? 13 A. It was whoever they assigned me with for 14 that day I would work with them wherever in the 15 plant we were working, and, you know, they would 16 explain things to me as we went along. That's the 17 way it worked. 18 Q. Sure. Well, that makes good sense. 19 So were there any other millwrights helpers 20 who were sort of being trained at the same time as 21 you? 22 A. Probably so, maybe. By -- you know, any 23 millwright on the job site would train anybody that 24 come on there as a millwright helper. 25 Q. Sure.

Page 33 1 A. I've trained people myself. 2 Q. Sure. Do you remember the names of anybody 3 who was particularly good at teaching you during 4 those six months? 5 A. Not really. Nobody outstanding. Not 6 really. 7 Q. That's fine. And I should have said this 8 before, but a lot of what we do in these depositions 9 is to talk to you about things that happened a long 10 time ago. 11 A. That's a long time ago. 12 Q. And the -- you know, we ask a lot of 13 questions that the answer is almost certainly going 14 to be "I don't know," and that's a fine answer. 15 It's just that, if we didn't ask the question, no 16 matter how stupid it sounds, if we didn't ask it and 17 you did know it, we feel like it is not for having 18 asked it. So we're going to ask a lot of stuff, and 19 I understand perfectly well you're going to say, you 20 know, without a history book, I can't tell you, and 21 that's fine. 22 So when I ask you questions like, can you 23 remember the name of a good teacher when you were a 24 helper, you know, heavens, I don't know is a fine 25 answer. But we have to ask the question anyway just	Page 35 1 out there at Hoechst Celanese? 2 A. No. 3 Q. But occasionally you said you would pick up 4 a new piece of equipment from the storeroom and put 5 it in, right? 6 A. Right. 7 Q. That would be to replace something that it 8 was just -- there just wasn't time repair it? 9 A. Right. 10 Q. For some equipment, maybe even for most, 11 the storeroom would have a stock of replacement 12 equipment, right? 13 A. Right. 14 Q. Now, was the stuff in the storeroom that 15 was the replacement equipment, had that been 16 refurbished by Daniel folks out there or was it 17 brand spanking new from the factory? 18 A. New from the factory. 19 Q. So they just ordered new parts or new 20 equipment and just stacked it? 21 A. Right. 22 Q. And Hoechst Celanese did all of this 23 ordering? 24 A. Yes. 25 Q. And was there like a Hoechst Celanese
Page 34 1 to make sure. 2 A. Yes, yes. 3 Q. Anyway, so you're assigned to different 4 people doing different tasks around the plant during 5 the six-month help period, what kind of -- what 6 different kinds of jobs did you learn how to do? 7 A. We were -- just everything concerning the 8 plant site that I worked in. No person had a 9 particular job that he did every day. I mean, you 10 were all over the plant. Whenever ever a breakdown 11 was, or a P.M. being performed, that's where you 12 would be working. You would like to be working on 13 valves today, you like to be working on gear boxes 14 tomorrow, PIVs the next day. You like to be working 15 on sunflower wheels, anything. Anything concerning 16 the plant. 17 Q. So you had to be capable of working on like 18 geared machinery, gearboxes, transmissions, chains, 19 pullies, rollers, valves, piping systems, all of 20 these things? 21 A. Uh-huh. 22 Q. That's a yes for her? 23 A. Yes. 24 Q. And did you ever -- I think I already asked 25 this: You never were involved in new construction	Page 36 1 employee who kind of ran the supply room? 2 A. Yes. 3 Q. Do you remember his name by any chance? 4 A. No, I don't. He was from Germany, the 5 fellow that run the supply room. And I can't think 6 of his name right now. 7 Q. Okay. And when you went to the supply room 8 was it almost like a store where you go up to the 9 counter? 10 A. Right. 11 Q. And you would tell him what you wanted and 12 he would go back in the back and get it for you? 13 A. Yes, sir. 14 Q. When you were first learning the ropes when 15 you were out there as a helper out there at Hoechst 16 Celanese, we've talk about millwrights, we talked 17 about people who worked in the FAB shop -- 18 A. Yes, sir. 19 Q. Who would fabricate metal and piping and 20 such. Was there an insulator group? 21 A. There were an insulator group. 22 Q. Were they Daniel as well? 23 A. They were Daniel employees. 24 Q. And did they have their own shop? 25 A. Yes.

Page 37 1 [REDACTED] of those guys? Did you 2 ever work with them? 3 A. Well, I was a around them, but I didn't 4 work with them. 5 Q. And these are the people who would have 6 been insulating those pieces of pipe, or whatever, 7 out there that needed to retain heat, right? 8 A. Yes. 9 Q. Hoechst Celanese, for its synthetic fiber 10 operations, did it have double pipe with the process 11 pip inside that's carrying sort of the melted 12 plastic and then another pipe around it with 13 something to hold the heat in? Did you all run 14 double pipe that? 15 A. No, that must have been some other type of 16 operation you're talking about. 17 Q. It's a type of synthetic fiber piping, but 18 all of you all's pipe that you know of, that you 19 ever worked on was single pipe, it's not double? 20 A. Right. 21 Q. So was some or all of the pipe out there at 22 Hoechst Celanese, was it insulated? 23 MR. HERNES: Object to the form. 24 THE WITNESS: All of your pipe was 25 insulated. Your chill water pipe, your	Page 39 1 fiber stage, and the spin beam was heated with 2 Dowtherm. And that -- your polymer went through 3 packs and comes out these little bitty holes in 4 spaghetti like strings and comes down in this cooler 5 and run over a finish process, and then over the 6 sunflower wheels, into the tubs, onto the stretch 7 line. 8 Q. Understood. So you've got water lines, you 9 got steam lines, you got Dowtherm lines, you got 10 process piping, and the insulators would have 11 insulated these lines? 12 A. Yes. 13 Q. Did you ever help insulate any piping? 14 A. No, but I tore a lot of it off. 15 Q. And would that be when you're doing 16 preventive maintenance on that line? 17 A. Yes. 18 Q. And then when you finished doing preventive 19 maintenance on that line the insulators would come 20 behind you and reinsulate it? 21 A. Yes, most of the time. If you had to tear 22 -- most of the time then they insulated, they 23 insulated all the way up to the flange and that 24 would cover your bolts and nuts and you would have 25 to chisel that stuff off and brush it off to even
Page 38 1 Dowtherm line and your steam lines and all that 2 was insulated. 3 BY MR. MERIWETHER: 4 Q. So you did have some Dowtherm piping. 5 A. Right. 6 Q. Were you ever involved in taking any of 7 that a part? 8 A. Yes. 9 Q. Was that kind of like what I was describing 10 before where you've got Dowtherm on the outside -- 11 well, Dowtherm is in the pipe and then there's 12 another pipe that goes inside of it that carries 13 the -- 14 A. No. 15 Q. This is just purely a pipe that carries 16 Dowtherm? 17 A. Right. 18 Q. Where was the Dowtherm being pumped to? 19 A. It was being distributed to -- you had 20 deicers, you had reactors with melted polymer in 21 it. It was being distributed to some of those. It 22 was being distributed to all of your spin beams. 23 That's where you pop product out, it goes through 24 the deicers, it comes back to your spin beam and 25 goes down, and that's when you turn it into a rope	Page 40 1 got a wrench on the nuts itself to loosen the 2 flange. Like if you was replacing the gasket in 3 there, you would have to tear it back so far to get 4 your wrench and all in there. 5 So they would come back and probably sort 6 of repair what damage you did to the old 7 insulation. 8 Q. All right, sir. Do you have any idea 9 whether any of the insulation that was used out 10 there at Hoechst Celanese was asbestos containing? 11 MR. COLLIER: Object to the form. 12 THE WITNESS: I can tell you -- all of 13 your -- everything, except the chill water, was 14 asbestos. 15 BY MR. MERIWETHER: 16 Q. All right, sir. When you left Hoechst 17 Celanese in '78, you went back to Precision Bearing. 18 A. Yes. 19 Q. And when you went back to Precision Bearing 20 in '78 you went back to being a machinist, correct? 21 A. Right. 22 Q. What caused you to leave? 23 A. I just got tired of the heat and dust. See 24 over there at Hoechst, you had grated floor, uniform 25 floor, it gets up to 115, 120 degrees and you're

Pages 37 to 40

Page 41 1 working up there in that heat and dust and junk 2 coming up, and you're sitting there burning up. I 3 just got tired of that and went back to Precision 4 Bearing and finished out my work career there. 5 Q. And you worked at Precision Bearing, again, 6 the second from '78 to 2008? 7 A. Until I retired. And was working there 8 until I come down. I was working there part-time 9 when I come down with this. 10 Q. Okay. During your second time at Precision 11 Bearing, from '78 to 2008, do you know of any 12 asbestos exposure you would have had? 13 A. No, we had nothing there that was asbestos. 14 Not anything. 15 Q. This was just metal shavings? 16 A. Just metal shavings. We had a lot of CNC 17 machinery and we produced chips. 18 Q. All right, sir. Now, is it your impression 19 that the only place that you had any asbestos 20 exposure during your career would have been at 21 Hoechst Celanese? 22 MR. COLLIER: Object to the form. 23 THE WITNESS: Yes, sir. 24 BY MR. MERIWETHER: 25 Q. Your attorneys have provided us with the	Page 43 1 A. They probably could, but I was employed 2 with Daniel. 3 Q. All right, sir. Did you have safety 4 meetings? 5 A. Yes. 6 Q. And were they with Daniel people or Hoechst 7 Celanese people? 8 A. Daniel people. 9 Q. And so how often did you all have these 10 safety meetings? 11 A. About every two, three weeks. 12 Q. Two, three weeks. And were they just first 13 thing in the morning kind of? 14 A. Yes. 15 Q. What kind of things would be covered? 16 A. Mostly hard hats and glasses. 17 Q. Steel toed shoes? 18 A. That was basically it. And cleaning up 19 your area when you got done working. Stuff like 20 that. 21 Q. Did you have safety meetings or safety 22 instruction that would have talked about lock out, 23 tag out for your lines? 24 A. Yes. We had that, yeah. 25 Q. And this was to make sure that you never
Page 42 1 pages that I'm looking at here, which are your work 2 history sheets. I don't know if you -- do you 3 remember sitting down with some folks from your 4 attorney's office and going through and answering 5 some questions that were going to be part of the 6 lawsuit? 7 A. Yes. 8 Q. And did you look at any pictures to help 9 remind you of any products or equipment that you 10 might have ever been around? 11 A. No. 12 Q. Did you ever look at any just lists of 13 names to see if you remembered them? 14 A. No. 15 Q. So when you were talking to them, it was 16 kind of like we're talking where it's all in your 17 head? 18 A. Yes, sir. 19 Q. Okay. And during the entire time that you 20 were out there at Hoechst Celanese, did you take 21 your -- not take -- did you get your paycheck from 22 Daniel or from Hoechst Celanese? 23 A. From Daniel. 24 Q. So as a Daniel employee, could the Hoechst 25 Celanese people tell you what to do?	Page 44 1 opened a line that had live product running through 2 it. 3 A. Right. 4 Q. And -- all right. So when you arrived at 5 the work site out there at Hoechst Celanese was 6 there a special place that the Daniel folks went to 7 check in or did you just go in with the rest of 8 them? 9 A. We had a time clock and a specific area 10 that we reported to, and got our job duties for that 11 day. We had a time clock there. We punched in. 12 Q. You would go in, you punch in, and who 13 would give you your job duties? 14 A. Most of the time the Hoechst supervisor 15 would give it to either the lead man or give it us 16 to us direct where to go work for the day. 17 Q. So, at this point, there is actually a 18 Hoechst Celanese management guy who is identifying 19 what needs to be done that day, correct? 20 MR. COLLIER: Object to the form. 21 THE WITNESS: Yes, sir. 22 BY MR. MERIWETHER: 23 Q. Then he instructs the Daniel folks about 24 what to do that day? 25 MR. COLLIER: Object to the form.

Page 45 1 THE WITNESS: Yes. 2 BY MR. MERIWETHER: 3 Q. But during the day, Daniel is in charge of 4 your day-to-day activities? 5 A. Yes. 6 Q. Was there anywhere in this plant that 7 required people to wear respirators or masks to 8 protect from fumes or dust? 9 A. Not that I know of. 10 Q. Did you ever see respirators or masks 11 available? 12 A. No. 13 Q. Were there welders working around? 14 A. Yes. 15 Q. Did you ever see people wearing masks when 16 they were close to the welding fumes? 17 A. No. 18 Q. Did you ever see insulators ever wearing 19 masks? 20 A. I seen a whole lot of insulating going on, 21 but I never did see anybody really wearing a mask. 22 Q. While you were out there, your time at 23 Hoechst Celanese was right during the period when 24 OSHA came in and they started having OSHA 25 requirements for job sites. Do you remember OSHA	Page 47 1 you remember any changes in the way the insulators 2 did their job? 3 A. Not really. I didn't -- I don't recall of 4 any changes myself. 5 Q. Okay. 6 A. I seen them -- like I say, I seen them out 7 in the workshop insulating and I never seen no 8 respirators or nothing on them. 9 Q. Over the course of your years out there, 10 did you see them using different kinds of insulation 11 products? 12 MR. COLLIER: Object to the form. 13 BY MR. MERIWETHER: 14 Q. All right. Maybe I can be more specific, 15 because it probably wasn't a good question anyway. 16 Let me ask you this: Do you remember the 17 insulators using pipe covering that looked like -- 18 we call them half rounds or half moon shapes, that's 19 two halves split down the middle and it fits around 20 the pipe? 21 A. Not very often. 22 Q. Not very often? 23 A. Maybe once or twice. 24 Q. Okay. Do you remember seeing them use 25 insulating mud or cement that mixed up in a bucket
Page 46 1 being a part of your latter years at Hoechst 2 Celanese? 3 A. No, I don't recall OSHA -- I don't recall 4 OSHA ever meeting with us in any form or fashion. 5 Q. Okay, that's fine? 6 A. They might have come through the plant 7 while I was working there in my latter years, but 8 just looking, you know. But other than that, no. 9 Q. Did you ever hear of any OSHA violations 10 out there? 11 A. Not that I know of. 12 Q. In any of your safety meetings, did Daniel 13 ever tell you about OSHA requirements that were 14 new? 15 A. Not that I know of. 16 Q. At any time that you were working out 17 there, did anybody, whether it's an outside person 18 or whether it's Hoechst Celanese or whether it's 19 Daniel, did anybody talk to you about the dangers of 20 asbestos? 21 A. No. 22 Q. It never came up in a safety meeting? 23 A. Never. 24 Q. And in the late 70s, 1974 to '78, let's 25 say, you know, the last part of your time there, do	Page 48 1 or a pail or a flap and trowelled on? 2 A. Yes, I seen them do that. 3 Q. Do you remember ever seeing them use like a 4 cloth to wrap around a pipe? 5 A. Yes. 6 Q. Do you happen to know if it was an asbestos 7 cloth? Did people call it "a cloth," or anything? 8 MR. COLLIER: Object to the form. 9 THE WITNESS: I'm not sure, but I'm 10 almost 100 percent sure it was asbestos. 11 BY MR. MERIWETHER: 12 Q. Okay. 13 A. At least that's what the insulators called 14 it. 15 Q. That's what they called it, asbestos cloth. 16 All right, sir. Do you remember any other kinds of 17 insulation products besides the half rounds, the 18 cement or mud and the cloth? 19 A. Not really. 20 Q. That's fine. When you said that you had to 21 tear off insulation when you were working on 22 preventative maintenance for a pipe line, you said 23 that you had to tear it off where the insulators had 24 come all the way up to the flange where you had to 25 break the line and that insulation would cover the

Page 49 1 bolts that you had to get to, right? 2 A. Yes. 3 Q. So you chop it back a few inches so you 4 could get your wrench in? 5 A. Yes. 6 Q. The stuff that you were taking off, was 7 that cement or mud type? 8 A. Some of it was and some of it -- up to the 9 point, it was sort like it had cloth on it, you 10 know. And then I'd have to take a hacksaw and 11 actually go around it and tear it off and then brush 12 the threads and the bolt heads off where you could 13 get a wrench on it. 14 Q. Understood. So it would be some of the 15 cloth and some of the mud product. 16 A. Yes, sir. 17 Q. And during your career out there, you never 18 took any precautions, never used a rag or a mask to 19 prevent breathing this insulation dust? 20 MR. MCDOWELL: Object to the form. 21 THE WITNESS: (Witness moves head from 22 side to side.) 23 BY MR. MERIWETHER: 24 Q. You never did. You got to speak for her? 25 A. No.	Page 51 1 Q. According to one of the work history sheets 2 that we received from your attorneys, there are two 3 kinds of insulation -- pipe insulation that are 4 listed. Do you remember the name Johns Manville? 5 A. I remember the name, but I don't recall 6 exactly where at. 7 Q. That's fine. That's fine. 8 A. I wasn't an insulator, so... 9 Q. Exactly. And, please, once again, don't 10 feel foolish if I ask a question, because "I don't 11 know" is a fine answer. I just have to ask it in 12 case you did remember. 13 Another one that was listed on there was 14 Fabco. Do you remember Fabco? 15 A. I don't think so. 16 Q. Did you ever see a logo on any of the 17 insulation materials, the sacks or the boxes or 18 anything? 19 A. No. 20 MR. MCDOWELL: We have been going for 21 about an hour. Why don't we stretch our legs 22 for about five minutes. 23 MR. MERIWETHER: What a great idea. 24 (A break was taken from 10:09 to 10:24 a.m.) 25 MR. MERIWETHER: All right. I guess
Page 50 1 Q. You said the insulators had their own shop. 2 Did they cut and fabricate insulation materials in 3 that shop? 4 A. A lot. 5 Q. Did you ever go in there? 6 A. I've been in there several times, yes. 7 Q. Were they running band saws? 8 A. They had band saws in there and had 9 different equipment. 10 Q. Band saws, hand saws, all kinds of saws to 11 cut and fabricate material? 12 A. Yes. 13 Q. And did they have their own supplies or did 14 their insulation materials come from that central 15 Hoechst Celanese supply room? 16 MR. COLLIER: Object to the form. 17 THE WITNESS: I don't recall. I 18 recall that they had supplies in there. 19 BY MR. MERIWETHER: 20 Q. In their own shop? 21 A. Right. 22 Q. Okay. Do you happen to remember the names 23 of any of the insulation materials that you saw in 24 that insulation shop? 25 A. No, I don't recall.	Page 52 1 we're back on the record after the brief break. 2 BY MR. MERIWETHER: 3 Q. Mr. Seay, we were generally going through 4 some pieces of your work history. One of the things 5 that you told me about early on was that you hurt 6 your back in the mid 70s. And the mid 70s sounds 7 like when you were out there at Hoechst Celanese? 8 A. Yes. 9 Q. How did you hurt your back? 10 A. I was pulling a huge sprocket. The bearing 11 got wore out in the sprocket and it was loose on the 12 shank, and I done a foolish thing. The sprocket 13 probably weighed 100 pounds and it seemed like you 14 could get it off by pulling it off. 15 So I got down there and pulled and it hung, 16 you know, just a little bit so I jerked it. And 17 when I jerked it, something popped in my back. I 18 was out of work for about -- I guess about probably 19 six months and then I went back to work. 20 Q. And it was during that period that you had 21 the Worker's Compensation claim against Daniel; is 22 that right? 23 MR. MCDOWELL: Object to the form. 24 BY MR. MERIWETHER: 25 Q. Because we were talking about maybe you had

Page 53 1 a Worker's Compensation deposition for that. 2 A. I think so. 3 Q. Okay. Let me ask you this: Do you have a 4 Worker's Compensation case for your asbestos 5 disease? 6 A. No. 7 Q. Have you talked to an attorney about 8 that? 9 A. This is -- 10 Q. This is all you got? 11 A. Yes. 12 Q. The job that you just talked about doing 13 where you hurt your back, where you were pulling a 14 sprocket and changing out the bearings, or you would 15 have changed out the bearings if you didn't hurt 16 your back. 17 A. Yes, sir. 18 Q. I suspect somebody else changed those 19 bearings for you. 20 A. Yes. 21 Q. In the complex spinning and stretching and 22 rolling part of this mill, you got a lot of 23 sprockets, you got a lot of rollers, you got a lot 24 of bearing -- you got a lot of equipment that takes 25 bearings, right?	Page 55 1 Hoechst Celanese, we talked about some of the kinds 2 of things that you did. We talked about repacking 3 bearings, we talked about changing out valves, we 4 talked about preventive maintenance on a line of 5 pipe. I didn't really go into that. Did you -- as 6 a person in the maintenance crew, did you actually 7 ever repair pipe itself? 8 A. No. 9 Q. Were there pipe fitters who did that? 10 A. Right. 11 Q. And did you ever do any pipe fitting 12 work? 13 A. No. 14 Q. So when you talk about doing preventive 15 maintenance on a line, are you only dealing with 16 equipment that is in that line? 17 A. That's it. 18 Q. And the pipe is actually being repaired if 19 necessary by the pipe fitters? 20 A. If there's any pipe needing repairing. 21 Most of the time, you know, we -- you got your -- 22 most of your valves is in there, and flanges, so you 23 just -- if you replaced the whole valve, you just 24 take your nuts and bolts off, take the valve out and 25 put a new one in, or you just repair the valve
Page 54 1 A. Yes. 2 Q. So, did you spend a certain amount of time 3 repacking bearings? 4 A. Most of the time we wouldn't repack them. 5 We would replace them. 6 Q. And I assume that the supply room would 7 have bearings -- 8 A. A bearing system. 9 Q. Bearings of every shape and size? 10 A. Yes. 11 Q. And when you would -- do you happen to know 12 where they got their bearings? 13 A. No, I don't. They just -- Hoechst ordered 14 the bearings and kept them in stock down in the 15 supply room. We had some bearings down there that 16 cost probably two, \$3,000 on a lot of that 17 equipment. All that stayed in stock down there. 18 Q. I just wondered if they perhaps got them 19 from Precision Bearings? 20 A. No, no. We didn't make bearings. 21 Q. Despite the name? 22 A. Despite the name, we didn't make bearings. 23 Q. Okay. It's like calling yourself a cake 24 shop and not having any cakes for sale. 25 All right. When you were out there at	Page 56 1 itself and put it back in either way. 2 Q. Sure. 3 A. So that didn't require pipe fitters or 4 anything. 5 Q. Okay. Now, we talked about being exposed 6 to the insulation that the insulators would put on 7 right up to the flange if you're coming up to a 8 valve, right? 9 MR. COLLIER: Object to the form. 10 THE WITNESS: Yes. 11 BY MR. MERIWETHER: 12 Q. And was there any insulation on the valve 13 itself? 14 A. There probably be -- sometimes there would 15 be on the flange portion. 16 Q. Right. Where they kind of slopped it 17 over? 18 A. Yes. 19 Q. But not on the valve? 20 A. Not on the valve itself, no. 21 Q. Okay. Do you remember any pieces of 22 equipment or any places in the plant that had spray 23 on insulation? Do you know what I'm talking 24 about? 25 A. Yes. Yes.

Page 57 1 Q. Did you have that out there? 2 MR. COLLIER: Object to the form. 3 THE WITNESS: Yea. 4 BY MR. MERIWETHER: 5 Q. Where was the spray on insulation? 6 A. It was in the basement. It was in the 7 basement portion of the spinning department. 8 Q. Okay. Did you ever see anybody applying 9 spray on insulation? 10 A. No. 11 Q. Did you ever have to tear it out or remove 12 it? 13 A. I didn't, but they removed some. 14 Q. And was that when you were around to see 15 it? 16 A. No, I wasn't around it, but they tore out 17 some. 18 Q. And you don't happen to know the brands or 19 the manufacturer of that spray on insulation, do 20 you? 21 A. No. 22 Q. Okay. We talked about gearboxes and we 23 talked about PV -- what was that? I wrote it down. 24 Was it PVI? 25 A. PIV.	Page 59 1 Q. Just not part of your world? 2 A. No. 3 Q. When you were a kid, did you work on 4 tractors? 5 A. No, I plowed with a lot of them. 6 Q. You drove a tractor, but never worked on 7 it. 8 A. Right. 9 Q. Okay. Did you fix the plumbing around your 10 own house? 11 A. No, I had a friend that was a qualified 12 plumber. He was very reasonable. 13 Q. Got to like that. That's a good friend to 14 have? 15 A. Yes, it is. 16 Q. All right. During your kind of working 17 career, did you ever do any home repair or 18 remodeling? 19 A. No. 20 Q. In your -- 21 A. I built a deck on my house. 22 Q. Well, that's pretty substantial. 23 A. That's about it. 24 Q. My dad always said that a good rough 25 carpenter could build a deck, but don't let him
Page 58 1 Q. PIV, sorry. We talked about gearboxes and 2 we talked about PIV. Were either of those items 3 insulated? 4 A. No, but they had -- you know, you had 5 gasket material. 6 Q. They would have gaskets in them. Do you 7 know who made the gaskets for the gearboxes or the 8 PIV gearing systems? 9 A. Not right offhand. 10 Q. That's fine. We've talked about bearings 11 and replacing the bearings on everything from 12 sprockets to rollers. Can you think of other 13 bearing things that you would have worked on? 14 A. Well, all your bearings -- most of the time 15 if you getting back to the gearboxes, if you were 16 repairing a PIV or a gearbox, you would replace all 17 bearings in it because if you tore the gearbox down, 18 you would never put it back together with old 19 bearings. You would use all new bearings. That is 20 for any maintenance. That's preventing a problem 21 down the road maybe a month or two months off. 22 Q. Sure. As a sideline, you have obviously 23 spent your life working with machinery. Did you 24 ever work on cars? 25 A. No.	Page 60 1 inside to do any cabinet work. 2 So you did a little rough carpentry, put a 3 deck on our house. Did you ever do any drywall, or 4 anything like that? 5 A. No. 6 Q. What were your hobbies when you were -- 7 A. Fishing was my number 1 hobby. I love to 8 fish. 9 Q. And are you lake or stream or both? 10 A. Both. 11 Q. There is some good fishing up around here. 12 A. Yes, there are. 13 Q. So I guess you remember when they dammed up 14 the Keowee River. 15 A. Yes. 16 Q. And you got a fishing lake out of it. 17 A. Yes. 18 Q. All right. Now, going back to your work, 19 when you had to tear off the insulation, the mud or 20 the cloth, that had been put on the pipes by the 21 insulators that would be a dusty process? 22 MR. COLLIER: Object to the form. 23 THE WITNESS: It would be a what? 24 BY MR. MERIWETHER: 25 Q. Would that be dusty?

Page 61 1 MR. COLLIER: Object to the form. 2 BY MR. MERIWETHER: 3 Q. Would it be dusty when you were tearing 4 that stuff off? 5 MR. COLLIER: Same objection. 6 THE WITNESS: Yes. 7 BY MR. MERIWETHER: 8 Q. And when you are working on the shutdowns 9 in those plants where you didn't ordinarily work, 10 could you tell me a little bit about those 11 shutdowns? I think you said basically you were in 12 the DMT plant on shutdowns. 13 A. Right. 14 Q. And maybe in the poly building a couple of 15 times on shutdowns. 16 A. Yes. 17 Q. What kind of work would you do in the DMT 18 plant on shutdowns? 19 A. Just whatever they scheduled you to do on 20 that shift, you like to be in some of those tanks 21 chiseling material off the walls of the tank, or you 22 like to be rebuilding pumps, gear boxes, or just 23 anything they got you scheduled to do while you're 24 there that day or night. They work around the 25 shift. When they had a shutdown, they work 24 hours	Page 63 1 Q. Can you think of other ways that you worked 2 off craft when you were in the DMT shutdowns, other 3 things you had to do? 4 A. I don't think so. 5 Q. And while you were there, you said you 6 might be assigned to work on some pumps? 7 A. Right. 8 Q. I don't know that we have really talked 9 about pumps really in your regular job. How often 10 would you work on pumps outside of the shutdown? 11 A. Probably maybe once a week or two weeks. 12 It's hard to tell. You know, you work on -- 13 naturally you do preventative maintenance, but if 14 something goes wrong you have to work on it right 15 there and then, you know. So it's according to how 16 the line is running and how often you're pulling the 17 P.M. on that particular line. 18 Q. So you would -- on your regular job outside 19 of the shutdowns when you were at Hoechst Celanese 20 you think you might have done pump work every week 21 or two, if you averaged it out? 22 A. Yes. 23 Q. How about working on like gearboxes? 24 A. I worked on gearboxes probably that often 25 also.
Page 62 1 a day until they got it completed, and most of the 2 time they wanted it completed in a week. So just 3 whatever they scheduled you to do. 4 Q. So it sounds as though when you were 5 working in the DMT plant on shutdowns that you might 6 go slightly off craft. You might do some things 7 that you wouldn't ordinarily do. 8 A. Yes. 9 Q. And you talked about chiseling, I guess, 10 hardened material out of a tank. 11 A. Yes. 12 Q. What was that material? 13 A. It wasn't -- it was -- it wasn't really 14 material. It was ingredients that they used. And 15 some of it got melted to the walls, the vessels. 16 And when they had shutdowns, they would 17 pull the baffles. Especially the baffles in the 18 tanks that would catch ingredients -- impurities and 19 you would have to clean all that off. 20 Q. So you would chisel or brush all this stuff 21 off? 22 A. Right. 23 Q. And clean up the tank, clean up the baffles 24 so everything would flow smoothly again? 25 A. Right.	Page 64 1 Q. Gearboxes, again, every week or two. How 2 often would you work on like sprockets and 3 rollers? 4 A. Just whenever you're out on the line and 5 you're doing maintenance work on the line, whatever 6 is tore up you fix. You're like to draw a gearbox 7 this week or a pump today and somebody else is 8 fixing the sprocket, or the bearings, or whenever. 9 You know, it all works itself out. 10 Q. And when we're talking about a line here, 11 we're not talking about a pipe line. We're actually 12 talking about a line of production from the 13 synthetic fiber. 14 A. All the way from the basement through the 15 stretch line through the bailer and out the front 16 door. 17 Q. Put it on a truck and take it to a textile 18 mill. 19 A. Right. 20 Q. All right, sir. During this period, how 21 often would you work on valves? 22 A. Pretty often. Probably -- probably one or 23 two a day. 24 Q. Except for the times that you're working 25 on --

Page 65 1 A. Right. 2 Q. -- the pumps or the gearboxes or the 3 lines? 4 A. Right. That's like I say, you're out on 5 the line, you're pulling P.M. on this line. This 6 valve here needs work done to it. You worked on it. 7 You replaced the packing and all that, if that was 8 all you needed to do to it. Or you take in a -- 9 replace the valve if you had to. Just whatever 10 comes up that day. What they schedule you to do. 11 Q. Sure. All right. Would it be fair to say 12 that you would work on valves -- I guess we talked 13 about three different other things that you were 14 doing every week or two. Would you work on valves 15 maybe two or three days a week? 16 MR. MCDOWELL: Object to the form. 17 BY MR. MERIWETHER: 18 Q. Or do you know? 19 A. I don't really know. It was pretty 20 often. 21 Q. Pretty often. All right. That's fine if 22 you don't really know. 23 When you were working on a valve sometimes 24 you just tighten down the packing glands, right? 25 A. Sometimes that's all it needs.	Page 67 1 A. We had Crane valves, we had Crosbys, we had 2 have Henry Vogt. We had Powells, Westinghouses. We 3 had just about every -- just to tell you the truth, 4 we had just about every named valve there were. 5 That was a pretty big operation. 6 Q. Sure. Any one valve more than any other? 7 A. Probably -- probably Crane valves. We 8 worked on Crane valves probably more. 9 Q. So, you named Crane, Crosby, Vogt, Powell 10 and Westinghouse. Do you think that -- then you 11 said that you had probably every valve out there. 12 So are there other kinds or other brands of valves 13 that you just can't remember right now? 14 MR. MCDOWELL: Object to the form. 15 THE WITNESS: Yes. 16 BY MR. MERIWETHER: 17 Q. And you worked on those, too? 18 A. I worked on about everything. 19 Q. At one time or another? 20 A. Yes. 21 Q. Okay. Now, you named five different kinds 22 of valves. If you worked on them all evenly, you 23 would be about 20 percent of your time every one, 24 but you say you thought you worked on Cranes a 25 little bit more?
Page 66 1 Q. And sometimes you might take off the 2 packing nut and put another ring of packing on and 3 tighten it down again, right? 4 A. Sometimes, yes. 5 Q. And those are easy ones? 6 A. Yes. 7 Q. And sometimes you've got to pull out all 8 the old cruddy old packing where it's leaking and 9 put in new, right? 10 A. Yes. 11 Q. Sometimes you got to take the whole valve 12 out because it's got to be remachined or just 13 replaced? 14 A. Yes. 15 Q. The -- 16 A. It's just according to -- it's just 17 according to if it's an emergency, you repair it the 18 quickest way you can repair it and get the line back 19 up running. If it was preventative maintenance, you 20 would want to repair it right. You would want to 21 repair it -- you know, hold up and last. It's 22 according to what the situation is. 23 Q. I understand. So do you remember the name 24 brands or the manufacturer's names of any of the 25 valves that you worked on out there?	Page 68 1 A. Yes. 2 Q. Of all your valve time, do you think you 3 worked on it as much as 25, 30 percent? Just trying 4 to bump it up. 5 MR. MCDOWELL: I didn't hear the 6 question. Could you read it back. 7 MR. MERIWETHER: I can ask it again. 8 MR. MCDOWELL: However you want to 9 handle it. 10 MR. MERIWETHER: I'll just ask it 11 again. 12 BY MR. MERIWETHER: 13 Q. I was trying to get an estimate, if you 14 could, for the amount of time that you would have 15 spent working on a Crane valve versus some other 16 brand of valve? 17 MR. MCDOWELL: Sorry to interrupt 18 you. 19 MR. MERIWETHER: No, no. It's all 20 good. 21 THE WITNESS: The reason I said we 22 probably -- I worked on Crane valves more is 23 because we had a lot of Crane valves in the 24 steam lines. 25 BY MR. MERIWETHER:

Page 69 1 Q. Okay. 2 A. And it seemed like we might have had more 3 Crane valves. 4 Q. Might have, just not sure? 5 A. Not sure. 6 Q. Okay. So if you worked on them all evenly, 7 out of the five valves that you gave me, if it's 8 exactly even, that means 20 percent of your time on 9 each kind, right? I mean, that's just simple math. 10 But there were other valves too that you worked on, 11 so it's going to be less than 20 percent if it's 12 even, right? 13 A. Probably. 14 Q. Okay. So if you were to try to give me an 15 estimate with your best recollection of your time 16 spent on Crane valves as opposed to all the other 17 ones, the ones you remember and the ones that you 18 can't remember the name of, do you think you would 19 have spent as much as 20 or 25 percent of your time 20 working on Crane valves? 21 MR. MCDOWELL: Objection to form. 22 THE WITNESS: I really couldn't give 23 you a truthful answer on that. 24 BY MR. MERIWETHER: 25 Q. That's fine. And, again, this is one of	Page 71 1 would think? 2 A. Not all of them. 3 Q. Not all of them, but some of the 4 Dowtherm -- 5 A. Yes, sir. 6 Q. -- would be welded in? 7 A. (Witness nods head up and down.) 8 Q. You say you had some screwed, some welded? 9 A. Most of them was flanged. 10 Q. But for ease of removal most of them would 11 be flanged, right? 12 A. Right. 13 Q. The flanged valves, did you ever see a 14 flanged valve come new from the factory? Never 15 brand spanking new? 16 A. Did I what? 17 Q. Did you ever see a flanged valve as opposed 18 to one of the screwed or welding ones come brand new 19 from the factory? 20 A. Yes. 21 Q. And do they come in on pallets? 22 A. The ones I used come from the supply room. 23 It was on stock. 24 Q. Okay. 25 A. You just go down there and --
Page 70 1 those questions I have to ask in case you do know, 2 but don't feel bad if you say "I don't know." 3 That's fine. 4 All right. Sir, can you give me an 5 estimate any better than what we've already talked 6 about for any other brand of valve for the amount of 7 time you would have spent working on it? 8 A. No, sir. 9 Q. Okay. And, again, when we were talking 10 about working on these valves, sometimes it 11 literally would have been just tightening the 12 packing gland nut, right? 13 A. Yes, sir. 14 Q. And other times, it's taking the whole 15 thing out and sending it off to be refurbished or 16 scrapped? 17 A. Yes. 18 Q. Now, when you worked on these valves in 19 these different kinds of lines, did you have some 20 valves that were threaded, screw threaded in? 21 A. Yes. 22 Q. And did you have some valves that were 23 welded in? 24 A. Just a few that was welded. 25 Q. Particularly like on the Dowtherm lines, I	Page 72 1 Q. They were new, but they weren't literally 2 coming from the factory. They had already been 3 unloaded and stocked in the stock room? 4 A. Right. 5 Q. So when the supply room worker brings you 6 the valve, it's already got packing in it? 7 A. Yes. 8 Q. But it doesn't have flange gaskets, or does 9 it? Does it have any? 10 A. Sometimes it would. Most of the time you 11 had you to make your own flange gaskets. 12 Q. Right. In fact, if I am correct, a lot of 13 these valves, maybe all of them, when they came from 14 the factory, they would have a plug or a cap? 15 A. Plug cap in the end of it. 16 Q. So -- 17 A. Keep your trash and dirt out. 18 Q. Exactly. And in the old days, it would be 19 wood. And in the later days, they used plastic 20 caps, right? 21 A. Right. 22 Q. You pull the plastic cap off, fabricate a 23 gasket and put in the line, right? 24 A. Yes. 25 Q. And then somebody would leak test it and

Page 73 1 you do it again? 2 A. Right. 3 Q. So Hoechst Celanese or Daniel, somebody 4 above you specified what kind of gaskets went with 5 what valves? 6 MR. MCDOWELL: Object to the form. 7 MR. COLLIER: Object to the form. 8 THE WITNESS: Not that I recall. 9 BY MR. MERIWETHER: 10 Q. Then how did you know what to do? 11 A. We had gasket material there, and most of 12 it -- I named off some of the gasket materials that 13 was there. That's what we used to cut our gaskets 14 out of. 15 Q. Okay. Industrial facilities like Hoechst 16 Celanese, do you recall there being different kinds 17 of gasket material with different applications? 18 A. Yes. 19 Q. Do you remember -- we'll just start with 20 the simplest -- flexible rubber gaskets? 21 A. No, I don't remember no flexible rubber 22 gaskets. 23 Q. Do you remember any -- 24 A. There was -- 25 Q. Do you remember any red rubber gaskets that	Page 75 1 Q. Do you remember sheet gasket material -- 2 A. Yes. 3 Q. -- that you cut your own from? 4 A. Yes. 5 Q. Do you know whether some of the sheet 6 gasket material had any asbestos in it? 7 A. Yes, I believe all of it did. 8 Q. You think all of it did? 9 A. Yes. 10 Q. Were you ever asked to participate in the 11 ordering process or the inventory process for any of 12 the gasket materials out there? 13 A. No. 14 Q. When you would replace a valve or a piece 15 of equipment and you went to the storeroom, how 16 would you know what kind of gasket material, whether 17 it's Teflon or copper or silver or cork or sheet 18 gasket, how would you know what to ask for? 19 A. Well, if you're -- if you're needing a 20 gasket to seal off something that has a vacuum on 21 it, that pulls a vacuum -- 22 Q. Sure. 23 A. -- no air, or anything, you would use a 24 silver tone gasket, which is a metal gasket silver 25 coated. They were very expensive, so you would use
Page 74 1 had the cotton duct in the middle of them? 2 A. No. 3 Q. Do you remember any black, kind of almost 4 like a rubber material, but let's just say black 5 flexible gasket material? If you don't, that's 6 fine. 7 A. No. 8 Q. Do you remember Teflon gaskets? 9 A. Yes. 10 Q. Do you remember cork gaskets? 11 A. Yes. 12 Q. Do you remember metal gaskets, either the 13 corrugated kind -- 14 A. Yeah, I remember -- some of them -- silver. 15 Made out the silver. 16 Q. Like silver? 17 A. Yeah. 18 Q. Okay. So you got silver kind of 19 corrugated -- 20 A. Corrugated -- surrogated service. 21 Q. Do you also remember the kind of -- what's 22 called a spiral wound metallic gasket? 23 A. Yes. 24 Q. And do you remember copper gaskets? 25 A. Yes.	Page 76 1 the part number off of the other gasket to pick this 2 gasket up. 3 Q. Okay. 4 A. That's totally different than the asbestos 5 type gaskets. 6 Q. And depending on what the valve or the pump 7 or the piece of equipment was in service for, you 8 might use one of those different kinds of gaskets 9 that I mentioned, right? 10 MR. MCDOWELL: Object to the form. 11 THE WITNESS: Right. Most of the time 12 it was a sheet gasket. 13 BY MR. MERIWETHER: 14 Q. Most of the time it was a sheet gasket? 15 A. Right. 16 Q. Did they have some precut gaskets? 17 A. Yes. 18 Q. And so sometimes you would just get one 19 that had already been fabricated either by somebody 20 else -- 21 A. Yes, yes. 22 Q. -- or by the factory? 23 MR. MCDOWELL: Object to the form. 24 THE WITNESS: A lot of times you go 25 down there and you order a kit to repair a

1 valve. You get your packing and all in a kit.
 2 BY MR. MERIWETHER:
 3 Q. And --
 4 A. In other words, we had this valve, you
 5 would have a repair kit for this particular valve.
 6 It would have everything in it to repair that valve,
 7 but most of the time it wouldn't have your flange
 8 gasket. You would have to cut your flange gasket.
 9 Q. Sure, okay. Was that repair kit something
 10 that Hoechst Celanese put together?
 11 MR. COLLIER: Object to the form.
 12 THE WITNESS: They bought it like
 13 that.
 14 BY MR. MERIWETHER:
 15 Q. So it was prepackaged?
 16 A. Yes.
 17 Q. It's not something they took one of these
 18 and put it in a Baggie for you?
 19 A. No.
 20 Q. It was prepackaged, okay. Do you know who
 21 sold those repair kits?
 22 A. I think it was the manufacturer of each.
 23 Q. Of each individual --
 24 A. Yes.
 25 Q. Did you ever repair a valve or a pump or a

1 six-inch or whatever, and you had your part number
 2 off the valve itself, you go down there and you get
 3 a repair kit for that valve from that part number.
 4 Q. Okay.
 5 A. If they didn't have that, then you
 6 naturally have to make your own.
 7 Q. Sure. Let's say that you were doing a
 8 repair on a valve and you couldn't just tighten the
 9 packing and the gland nut and you couldn't just add
 10 another line of packing, if you had to dig it out
 11 and repack it, how long would that take typically
 12 for a valve?
 13 A. It would depend on how much cleanup you had
 14 to do on the valve itself. Most of the time not
 15 long. It don't take long to take your either two
 16 bolts or four bolts, every which one out of the top
 17 and pull it all out, put your packing in -- clean
 18 all the out packing out, put your packing in and put
 19 it back together and tighten it up.
 20 Q. And so when you say "not long," can you
 21 give me an estimate?
 22 A. Well, when you're out on the field working
 23 as a maintenance worker, you're not really in all
 24 that big a hurry, so you take probably a 30 minute
 25 job and turn it into an hour or whatever.

1 piece of equipment of any kind, where you did not
 2 get a prepackaged repair kit?
 3 A. Yes.
 4 Q. So sometimes you would just get the raw
 5 material from the storeroom?
 6 A. Right.
 7 Q. So you would get your own packing?
 8 A. Right.
 9 Q. You would get your own flange nuts or
 10 bolts?
 11 A. Right. You cut your packing out.
 12 Q. And get your own --
 13 A. Feed it in there.
 14 Q. Get your own flange gaskets?
 15 A. Right.
 16 Q. So sometimes there would not be repair
 17 kits?
 18 A. Right.
 19 Q. Do you remember whether repair kits came
 20 for a particular brands or styles of valves and not
 21 for others?
 22 A. Not really. Most of the time, if they had
 23 a repair kit, that's what you would use for that
 24 particular valve. If you were working on, let's
 25 say, a Crane valve, a four-inch or two-inch or

1 Q. Understood. But you could do all of those
 2 tasks, pull the bolts, pull out the old packing, put
 3 in the new, clean up your work area in an hour?
 4 A. Hour, hour and-a-half, somewhere around
 5 there. Not long.
 6 Q. Sure.
 7 A. It's going back basically -- pulling the
 8 valve out itself, if you had a lot of brushing and
 9 cleaning to do on the bolts and nuts to get the nuts
 10 off the bolt, it could run a whole lot longer than
 11 that.
 12 Q. Okay. So within that hour and-a-half,
 13 you're actually talking about not just changing the
 14 packing, you're talking about the whole job on the
 15 valve?
 16 A. Yes.
 17 Q. And that would include removing the old
 18 insulation to get at the flange bolts, right?
 19 A. Right. It's not a big deal to, you know,
 20 change packing on a valve.
 21 Q. If you're just doing that --
 22 A. That's not a big deal at all.
 23 Q. Is that less than the hour and-a-half?
 24 A. Huh?
 25 Q. If you're just doing the packing, if you're

Page 81 1 not cracking it out of the line, you're not removing 2 the insulation to get to the flange bolts, you're 3 not doing any of that, you're literally just pulling 4 it out and putting in the new packing -- 5 A. I would say roughly an hour, hour 6 and-a-half. 7 Q. All right, sir. We talked about the 8 different kinds of gaskets that were stocked at 9 Hoechst Celanese for different types of 10 applications. Was there different kinds of packing 11 for different kinds of applications? 12 A. We had rope packing we used on the big 13 gaskets, roping packing. And then you had your 14 square packing that we used on valves and things. 15 That was mostly what we used. 16 Q. So you the square kind and you cut it on 17 the bias and overlap your packing rings. Do you 18 have any precut packing? 19 A. Sometimes it comes in that kit, yes. 20 Q. So you don't even cut that. 21 A. Right. 22 Q. If it's already in the kit from the 23 manufacturer, you don't even have to cut it. 24 A. No. 25 Q. It's already --	Page 83 1 BY MR. MERIWETHER: 2 Q. Is that correct? 3 MR. MCDOWELL: Object to the form. 4 THE WITNESS: Not always. Not always. 5 A lot of times it's done got brittle and dried 6 out and you got a scrape and pick it out. 7 BY MR. MERIWETHER: 8 Q. Okay. So sometimes it's not soggy? 9 A. Right. 10 Q. If it's dried out but it was leaking before 11 somebody must have shut down that line and let it 12 dry, right? 13 MR. MCDOWELL: Object to the form. 14 THE WITNESS: Right. 15 BY MR. MERIWETHER: 16 Q. Because otherwise, I mean, if you shut down 17 a line and your packing is leaking, that stuff has 18 got to be wet with whatever is going through that 19 line, right? 20 MR. MCDOWELL: Object to the form. 21 THE WITNESS: Most of the time. 22 BY MR. MERIWETHER: 23 Q. Sure. You know, we talked briefly about 24 the rope packing and the square packing. Do you 25 know whether some or all of the packing had any
Page 82 1 A. Everything there that you need to repair 2 it. 3 Q. You literally are just lifting it up, 4 putting it around the stem and poking it down? 5 A. Take the old one out and putting the new 6 in. 7 Q. All right. The new packing is lubricated 8 and kind of greasy feeling? 9 A. Yes, sir. 10 Q. And when you're chafing out old packing, 11 the reason that you have to change the packing 12 eventually is that no matter how many new rings of 13 packing you put in and no matter how tight you 14 tighten down that packing gland it gets leaking, 15 right? 16 A. Right. 17 Q. So whatever was going through that line is 18 squirting up through the packing and coming out the 19 shaft? 20 A. Right. And you get that hot Dowtherm, 21 about 600 degrees blowing vapor out, you got to fix 22 it in a hurry. 23 Q. So at that point you are pulling out soggy 24 old packing that is no longer sealing the shaft? 25 MR. MCDOWELL: Object to the form.	Page 84 1 asbestos in it? 2 A. I believe all of it did. 3 Q. Okay. Did you ever see any Teflon coated 4 packing? 5 A. No. 6 Q. It was all braided or woven or square? 7 A. Square. Some of it was round. 8 Q. Okay. And impregnated with like lubricants 9 or graphite or something slick? 10 A. Yes. 11 Q. What did you use to pull the old packing 12 out with? 13 A. We had needlepoint -- sort of like 14 something you pick your teeth with. You reach in 15 there. 16 Q. Little probes that had a little hook on the 17 end? 18 A. Yes. 19 Q. Like a packing hook? 20 A. Yes. 21 Q. Did you ever use those kind that have the 22 little cork screw? 23 A. Yes. 24 Q. Those too? 25 A. Yes.

Page 85 1 Q. When you are pulling out old packing, is 2 there any way for you to know whether the packing 3 that you're pulling out came from the manufacturer 4 of the valve or whether it was just bulk packing 5 that was bought by Hoechst Celanese? 6 MR. MCDOWELL: Object to the form. 7 MR. COLLIER: Object to the form. 8 THE WITNESS: No way to know, no. 9 BY MR. MERIWETHER: 10 Q. There's no way to tell. And if you're 11 putting back in new packing if you have to cut it, 12 then it was the bulk packing that came from Hoechst 13 Celanese? 14 MR. SPINKLE: Object to the form. 15 MR. COLLIER: Object to the form. 16 THE WITNESS: Yes. 17 BY MR. MERIWETHER: 18 Q. And if it is already precut, you don't have 19 to do anything to it. 20 A. Well, no. We have to cut -- all of that 21 packing, we would have to cut ourselves. 22 Q. Right. 23 A. Because it either comes in sheets or in 24 rope form, or whatever. If it's square, it was on a 25 spool.	Page 87 1 pumps out there at Hoechst Celanese. Do you 2 remember the name brands and the manufacturers' 3 names of any of the pumps that you worked on out 4 there? 5 A. We had -- on the Dowtherm lines, we had 6 some Ingersoll Rand pumps on it. And on our chill 7 water, I think we had Chicago pumps. 8 Q. Chicago pumps? 9 A. I believe so. Pushing that chilled water 10 all over the plant. We had a lot of heaters that 11 required chilled water. We have Ingersoll pumps on 12 the Dowtherm lines. 13 Q. Okay. 14 A. And we had one or two Alex Chandler pumps. 15 Q. Any others come to mind? 16 A. Over there on Staple B side, we had some 17 Aurora -- Aurora -- U-R-O-R-A, pumps. 18 Q. Okay. 19 A. That was on the Dowtherm lines in Staple B 20 We had two of them. 21 Q. So two Aurora pumps. Any others that you 22 can remember. We talked about Ingersoll Rand 23 Chicago pumps, Alex Chandler's and Aurora. 24 A. We had one pump up on the stretch line that 25 pumped finish. It was -- I think it was -- might
Page 86 1 Q. Exactly. 2 A. Or if it's rope, it's in a box and you pull 3 it out. 4 Q. Understood. But if it came from a kit from 5 the valve manufacturer, it would already be precut 6 to the right size for that shaft, correct? 7 A. Right. 8 Q. So you wouldn't have to cut that? 9 A. No. 10 Q. You talked a little bit about the gaskets 11 and packing in terms -- being in terms of the types 12 and all that. Do you remember the brand name or the 13 manufacturer's name of any of the gaskets or packing 14 that you used out there? 15 A. We used Armstrong. We used Garlock out of 16 the square and roping type was Garlock. We used 17 Garlock. We used Flexitallic and several other 18 different kinds. I can't think of it right now. 19 Q. That's fine. But you remember the 20 Armstrong, the Garlock and the Flexitallic? 21 A. Yes. And John Crane. 22 Q. And John Crane. All right, sir. Did you 23 remember any Johns Manville gaskets or packing? 24 A. Huh-uh. 25 Q. It's all right. We talked briefly about	Page 88 1 have been a Pacific. It pumped the finish over the 2 fibers. It was being separated and coming out in 3 small strands to keep it from breaking. 4 Q. All right, sir. Any others come to mind? 5 A. No, sir. 6 Q. All right. Of the pumps that you recall, 7 did any of them have mechanical seals around the 8 shaft? 9 A. Yes. 10 Q. Do you remember which pumps had mechanical 11 seals? 12 A. I want to say the one we had up on the 13 stretch line would have been, I believe, it was 14 either Chicago or Pacific pump. 15 Q. Okay. So either the Chicago or the Pacific 16 had a mechanical seal. Did any of the pumps have 17 packing? 18 A. Yes. 19 Q. Do you remember any particular pump that 20 had packing as opposed to a mechanical seal? 21 A. I believe the -- I believe the one we had 22 down there pumping the Dowtherm. Ingersoll, it had 23 packing in it. 24 Q. When you have pack in a pump that goes 25 around the shaft, the shaft is obviously moving, the

Page 89 1 packing has to be placed in such a way that there's 2 a slight leak through the packing, correct? 3 A. Well, most the time, when I put the packing 4 in there, I sort of staggered the packing myself. I 5 may not have done it properly, but that's the way I 6 done it. 7 Q. Is it your understanding that for -- or 8 does it sound right to you that if you're packing a 9 pump, in order to lubricate where the shaft turns 10 inside the packing, you got to have a little bit of 11 the fluid coming through to keep that packing wet? 12 A. Most of the time you got a whole in your 13 flange cap there on the end. When your liquid comes 14 through it, it goes back. 15 Q. So it actually -- some of the liquid. 16 actually drips over the packing to keep it 17 lubricated? 18 A. Right. 19 Q. Okay. We talked about pumps. We talked 20 about valves. We talked about other kinds of 21 equipment earlier we mentioned that also had some 22 gasketing in them. Did the gearboxes or the PIV -- 23 A. They had flood gaskets in them. 24 Q. Flood gaskets. 25 A. (Witness nods head up and down.)	Page 91 1 really unusable by the time you get the flange 2 off. 3 Q. Sure. 4 A. So you would replace those. And a lot of 5 times, you'd have to replace the ones on the lid. 6 But, again, you went back to the supply room and you 7 got a kit. 8 And most of the time that kit would have 9 most of those gaskets in it for you. If it didn't, 10 you would have to make them yourself. 11 Q. Sure. 12 A. A lot of times it was that real thin gasket 13 material and it was pretty aggravating hard to make 14 those. Punch your holes in them. 15 Q. So for the gearboxes there would be 16 manufacturer kits that would have the gaskets that 17 you would need most of the time already in there. 18 A. Yeah. 19 Q. All right, sir. Is the same thing true for 20 the PIV? 21 A. Yes. They had everything set up in the 22 supply room. Your bearings, gears, shafts, 23 everything that was concerning that particular 24 box. 25 Q. Sure.
Page 90 1 Q. Do you remember who manufactured the 2 gearboxes or the PIV? 3 A. Oh, the gearboxes was manufactured by 4 different companies. I can't recall the names right 5 offhand, even though I have repaired a lot of them. 6 But that's been over 40 years ago, but they had 7 gaskets. Most gearboxes -- some of them was four- 8 five-foot tall. 9 Q. The gearboxes? 10 A. Yes. You had open the top on each side and 11 each one had gaskets between the lid and the box 12 itself. Some of them was split and you had gaskets 13 in between. So some of them had a good many gaskets 14 on them. 15 Q. And -- 16 A. Most of them did. 17 Q. When you would work on one of these 18 gearboxes would you replace all the gaskets? 19 A. Again, yes. We would replace the 20 gearboxes. Maybe on the lid, if you didn't destroy 21 the gasket on the lid, you might go back with the 22 lid with that particular gasket. But most of the 23 time, you had to replace them because on your 24 flanges on your input and output of the boxes you 25 would tear them up. They got brittle and, you know,	Page 92 1 A. You could go get a spare part for it. 2 Q. All right. And, again, do you remember the 3 brand name or the manufacturers' name of any of the 4 PIV equipment out there? 5 A. That's all I've ever seen really on the 6 gearbox, is a PIV. 7 Q. It just said PIV? 8 A. Positive Infinitive Variable Drive on the 9 box. You had GALs, FAD IQs. You had different 10 numbers for each box. And like the GAL, that's 11 telling you that it's a side drive, or whatever, 12 coming out of the box, you know. And the FAD IQ is 13 telling you the gear ratio in the box itself. Just 14 all different numbers like that on the gearbox 15 itself, but most of them was made -- or at lot of 16 them was made in Germany. 17 Q. Okay. How long would it take to replace 18 all of the gaskets on a gearbox typically? 19 A. Well normally, if you went into -- some 20 gearboxes you could work on for two, three weeks. 21 Q. Okay. 22 A. Some of them you could work on for, say, 23 two days. Smaller ones. And then some of them you 24 work on them for about a week. You had some 25 small -- that's very small. And then you had some

Page 93 1 that's medium range, and they'd work themselves on 2 up to four-, five-foot tall. Big gearboxes. 3 Q. Sure. 4 A. It's just according to which one you're 5 working on. 6 Q. Okay. And, again, for all of the gaskets 7 that we used in these gearboxes whether they be PIV 8 or GAL, or whatever style of gearbox it was, would 9 all the gaskets in these gearboxes have been 10 asbestos containing? 11 MR. COLLIER: Object to the form. 12 THE WITNESS: Probably so. 13 BY MR. MERIWETHER: 14 Q. So we talked about valve pumps, gearboxes, 15 what other kinds of equipment did you maintain out 16 there on a regular basis like this? 17 A. Just again whatever come up -- 18 Q. So -- 19 A. -- in your line of duty for the day as far 20 as the job goes. In other words, you would be 21 issued a certain area to work on this line today, 22 and you'd be given a worksheet or told what needed 23 to be replaced or what needs to be repaired, or 24 whatever. 25 Q. Okay.	Page 95 1 use? 2 MR. COLLIER: Object to the form. 3 THE WITNESS: Yes. 4 BY MR. MERIWETHER: 5 Q. Okay. Let me go back to something I 6 mentioned a little while ago. We were talking about 7 the different kinds of gaskets and packing. You 8 said you remembered Armstrong, Garlock, Flexitallic 9 and John Crane, correct? 10 MR. MCDONELL: Object to the form. 11 THE WITNESS: I think so. 12 BY MR. MERIWETHER: 13 Q. The Flexitallic, is that the spiral wound 14 metal gasket that we were talking about before? 15 A. No, we used Flexitallic in sheet form. 16 Q. You had sheets? 17 A. Sheet form. 18 Q. Okay. 19 A. Plus you had your Garlock in sheet form, 20 plus you had your Garlock in square and the rope 21 form, and your Armstrong and all. We used a lot of 22 it in that sheet form. 23 Q. Okay. Do you remember the name brands or 24 manufacturers' names of any of the non-asbestos 25 gaskets, like the Teflon or the metal, silver
Page 94 1 A. And you went out there and you proceeded to 2 do that. 3 Q. And how many people would be in a crew that 4 was assigned to work on a particular, you know, line 5 for synthetic fiber? 6 A. Probably -- if it was a P.M. line, 7 probably -- just estimating, 50 people or more. If 8 we were pulling preventive maintenance on that 9 particular line. 10 Q. So 50 people would be working on that line 11 from where you got barrels of flakes plastic to 12 where you got balls of finish thread. 13 A. Right. That would include -- again, that 14 would include your FAB shop workers. The FAB shop 15 work needed to be done on the line while it's down. 16 A lot of it required your insulators. There like to 17 be some insulation that needed to be done. And then 18 requires your millwright doing their preventative 19 maintenance work. So roughly on the P.M., you'd 20 easily have 50 people on the line working at one 21 time. 22 Q. And during the time that you are out there 23 at Hoechst Celanese, was it a daily occurrence for 24 you to be around the dust from the pipe insulation 25 and the other insulation that the insulators would	Page 96 1 covered ones? 2 A. No. We have several vessels that required 3 the steel silver tone coated gaskets. 4 Q. Right. 5 A. But they were on the deicers. That was 6 this heated vessel with an agitator in it that was 7 turning the melted fiber. It was agitating it and 8 pulling -- it had a vacuum on it. It was pulling 9 the impurities out of it up into this -- where they 10 had the box or tank with the silver tone gasket. It 11 was pulling the impurities up there out of the 12 polymer itself. 13 Q. Okay. 14 A. Before it went to the spin beam. 15 Q. Understood. Now, when you left the 16 Hoechst Celanese facility and went back to Precision 17 Bearing in 1978 had you ever seen anybody at 18 Hoechst Celanese taking air samples? You know, 19 maybe wearing little bubbler on their shoulder or on 20 their collar or on their belt. It would suck in 21 air. 22 A. Huh-uh. 23 Q. Did you ever see anybody walling off, 24 hanging plastic, keeping people separate to when 25 they were removing it or replacing the insulation?

Page 97 1 A. Well, I have seen plastic put in the area 2 and people working in there, but I never asked or 3 knew what they were doing. I didn't go around the 4 area, so I didn't know. 5 Q. Sure. 6 A. It might have not been in my department. 7 It may have been next door or whatever. 8 Q. Was that -- all right. When did you see 9 them hanging the plastic sheeting and walling off 10 the area? Do you remember kind of generally what 11 time frame that is? 12 A. No, it was probably -- if I wanted to place 13 a time, it probably was -- probably in the late 70s 14 before I left there. 15 Q. Okay. And again, just to confirm, you say 16 you don't know what they were doing back in there? 17 A. Well, they did tear out some of that -- the 18 area I'm talking about is in the basement. They 19 tore out some of that spray on insulation as you 20 were speaking of earlier. 21 Q. Oh, okay. 22 A. And they had plastic up and safety rope 23 around it. 24 Q. So you had to stay away? 25 A. Yeah.	Page 99 1 son, you better know how to repair this, is there 2 any other kind of equipment you would put on that 3 list? 4 A. Well, we did a lot of repair work on the 5 set techs up on these stretch line. That is these 6 huge gearboxes with large rolls on it where your 7 fiber comes out, goes through, one of them has chill 8 water running through it and it rolls itself out 9 there. It's real cold. It freezes the product. 10 And then it goes over steam rollers which stretches 11 the product and then it goes into the crimpers. 12 Right there is pretty critical labor in 13 there as far as safety concern. You can get wrapped 14 up in that stuff very easily. In fact, some people 15 has before and got actually killed, I think, one 16 person. And it was sort of a dangerous area. 17 Q. Sounds like it. So what did you call these 18 machines, set techs? 19 A. Right. I'm trying pronounce the correct 20 name. 21 Q. Oh, I understand. It's just not a machine 22 I'm familiar with. 23 A. It's where your roping material come out of 24 spinning and they got it in your barrel containers 25 and they running it in through your finish bought
Page 98 1 Q. The guys that were in there doing the work 2 inside the sheeting and tearing off the spray on 3 insulation, did they have any kind of protection, 4 masks or suits or anything? 5 A. I believe they did. 6 Q. Okay. 7 A. They wouldn't -- I don't even think they 8 were our workers that was in there. I'm not sure. 9 Q. Somebody else. Some other contractor? 10 A. Yeah. 11 Q. When we were talking about pumps a little 12 while ago, I think I got sidetracked. Are there any 13 other kinds of equipment we had mentioned, we 14 mentioned valves, we mentioned gearboxes -- 15 gearboxes of all kinds, we mentioned sprockets and 16 shafts, and those rollers that move the product, can 17 you recall any other kinds of equipment that if you 18 were writing your job description, you would tell 19 your replacement, you better know how to repair 20 this? 21 A. Say that one more time. 22 Q. In other words, we talked about all this 23 different kinds of equipment that you had to repair 24 and you had to know about it. Well, if you had to 25 write a job description and say to your replacement,	Page 100 1 and up on these -- I call them set techs, and you 2 got these chill -- you got these humongous -- say, 3 14-inch chrome plated tubing rolls on them, maybe 4 four per set. Some of them chill water, some of 5 them steam. And your fiber runs over it, and when 6 it's run over the crimper is pulling it and it's 7 stretching that fiber see. 8 Q. Right. 9 A. And then it cools it real fast. And then 10 you go through the crimper and the crimper crimps it 11 and then it goes on to the oven. 12 Q. All right. So -- 13 A. So like I say, that was pretty -- that was 14 a pretty dangerous area. They actually had safety 15 chains up around that equipment to where if you was 16 to get tangled up, not necessarily a maintenance 17 worker but a production worker that was having to 18 throw that stuff through there and it's running 19 very, very fast. Very fast. 20 And if they happen to get caught in it, 21 that safety chain would have killed the line just 22 like that. But I think one person got killed over 23 there when it didn't kill the line. 24 Q. So repairing these set techs sounds like it 25 was a pretty big job.

Page 101 1 A. Yeah, sometimes we had to pull the rolls 2 out and send them out and get them resurfaced. 3 Q. Re-machined? 4 A. They had certain sizes. Each one had a 5 different size on it and we'd have to get them 6 re-machined and coated back up to the proper size 7 and chrome plated and replacing gear in them and 8 stuff like that. 9 Q. Were there gaskets or packing or any -- 10 A. There were gaskets on the backside. 11 Q. Of these set tech machines? 12 A. Yeah. You had a big rotary union joints 13 either putting steam in them or chill water in each 14 individual roll, so you had a flange around there 15 that had gasket material, you know, behind the 16 flange, yeah. 17 Q. So inside each roller was the heating or 18 cooling medium that would keep that roller hot or 19 cold? 20 A. Yeah. 21 Q. So it's coming in right at the point where 22 it's not -- 23 A. It's coming in at the back of the set tech 24 into the roller housing. 25 Q. All right, sir. And so each of these has	Page 103 1 like the universal joint, the Johnson joint, the 2 D.C. motors that would have to be pulled and either 3 replaced or maybe rewound? 4 A. And the tube rolls. 5 Q. The rolls themselves might have to be 6 pulled out and resurfaced? 7 A. Right. 8 Q. So there was a good deal of maintenance 9 that would not include a complete tear down. 10 A. Right. 11 Q. Okay. 12 A. That was the only dangerous point -- of 13 what I call a really dangerous point on the line 14 itself. You could get exposed to getting caught up 15 in that stuff with it running, say, 1400 16 millimeters, or something like that, rpm. You get 17 caught up in it. If you didn't hit one of those 18 safety switches, you was in between the fiber and 19 those rolls before you knew it. And if it was your 20 arm or anything it was gone. 21 Q. Other than the time that you hurt your back 22 being a strong man pulling the 100-pound sprocket 23 wheel off -- 24 A. Yeah. 25 Q. -- did you ever get any other injury out
Page 102 1 got gaskets. And the -- how long would it take you 2 if you're doing maintenance or repair on one of 3 these set tech machines? 4 A. Again, that would probably run a week, two 5 weeks. Could be three weeks. Especially, if you 6 got gears in there that's probably four feet in 7 diameter by the time you pull those out. If you're 8 replacing one, you got to put them back in and you 9 got to use the indicator to realign everything in 10 there and get everything lined up perfectly where it 11 won't growl and roar when it's running. 12 Q. Sure. 13 A. It could run into some time. 14 Q. Okay. Was this something that you did 15 throughout your career there at? 16 A. Not too often. It was a lot of maintenance 17 performed as far as replacing those Johnson joints 18 on it. Stuff like that. And pulling the D.C. motor 19 off of them and putting having them rebuilt and 20 stuff like that. The set tech itself, other than 21 the two rolls that had heat and chill water on them, 22 removing them, which was a pretty good size job, 23 other than that, it wasn't much work done on them. 24 Q. Understood. So a lot of your work on those 25 set tech machines would be replacing external things	Page 104 1 there? 2 A. Huh-uh. 3 Q. You were lucky it sounds like. 4 A. Yes, sir. 5 Q. So -- 6 MR. COLLIER: Form. 7 THE WITNESS: I take that back. I 8 did. 9 BY MR. MERIWETHER: 10 Q. Do tell. 11 A. Carrying around it today, this asbestos 12 cancer. 13 Q. Oh well, with the exception of the 14 asbestos. And I understand that. 15 MR. COLLIER: Please respond to the 16 question. 17 BY MR. MERIWETHER: 18 Q. I didn't mean to suggest otherwise. 19 So no other lost time injuries -- 20 A. No. 21 Q. -- when you were out there? 22 MR. MCDOWELL: Are we at a braking 23 point for lunch? 24 MR. MERIWETHER: We are. 25 MR. MCDOWELL: Let's take a 45-minute

Page 105 1 lunch and come back and see if we can plow 2 through. 3 (A break was taken from 11:40 a.m. to 12:44 p.m.) 4 MS. MCVEY: Robert and I just spoke in 5 the hallway about pathology and we're going to 6 send it to him and he's going coordinate with 7 all of you guys, unless there's some big 8 objection to that. 9 MR. MERIWETHER: Which should be read 10 by someone more competent than I, like, for 11 instance, Susan, will coordinate all paths and 12 make things happen. 13 MR. MCDOWELL: Perfect. 14 MR. MERIWETHER: So as soon as we get 15 it, we'll circulate it. You'll get it to us a 16 day or two before trial, I assume? 17 MR. MCDOWELL: Yes. 18 MS. MCVEY: Is that your preference? 19 MR. MERIWETHER: What I take from that 20 is that you have guaranteed and assured me that 21 I'll get tomorrow, right? 22 MS. MCVEY: As soon as possible. 23 MR. MERIWETHER: ASAP will be fine. 24 BY MR. MERIWETHER: 25 Q. All right. Sir, before we took a brief	Page 107 1 Q. Did you ever see an engineering drawing or 2 a manual on a valve? 3 A. No. Maybe you get an instruction sheet 4 with something sometimes, you know. That's in the 5 package itself. 6 Q. You mean if you get like a new valve that 7 would have an instruction sheet? 8 A. A repair kit. 9 Q. Oh, a repair kit. Understood. 10 And can you remember any particular repair 11 kit that you would have ever seen for a Crane valve 12 so that you could tell me what was in it. 13 A. Yes, most of the time we had a repair kit. 14 It consists of your packing, your gasket under it. 15 down there under your bonnet there. 16 Q. Your bonnet gasket? 17 A. Yeah. And sometimes it would have your 18 bolts in it and the big gaskets we would have to 19 make. 20 Q. The flange gaskets? 21 A. If we didn't have a repair kit, we'd have 22 to make everything. 23 Q. Understood. So it would have -- if you got 24 a Crane repair kit for a Crane valve, it would have 25 precut lengths of packing that were designed to fit
Page 106 1 break, we were talking about some of the equipment 2 that was out there at Roehst Celanese. Some of 3 this, for instance, the gearboxes, and the set tech 4 machines are large and complex pieces of machinery, 5 right? 6 A. Yes, sir. 7 Q. And did you have special training or 8 instruction on how to work on those machines? 9 A. No. 10 Q. They just assumed that you were good and 11 turned you loose? 12 A. Must have been. 13 Q. Well, apparently it worked. Did you have 14 schematics or drawings for any of the equipment? 15 A. On some of it we did. 16 Q. What did you have? Can you remember 17 anything in particular that you actually had an 18 engineering drawing for? 19 A. Well, on all your gearboxes and equipment 20 you had drawings of the whole box itself and each 21 gear and shaft and bearing numbers and so forth and 22 so on. 23 Q. Would you have any need for engineering 24 drawings for like a valve, something simpler? 25 A. No.	Page 108 1 around that particular shaft? 2 A. Right. 3 Q. And it would have -- depending on the type 4 of valve, it might have a bonnet gasket, correct? 5 A. Correct, if I'm remembering correctly. 6 It's been a long time. 7 Q. I understand. You're just not sure about 8 that one. 9 MR. MCDOWELL: Object to the form. 10 THE WITNESS: I'm about 99 percent 11 sure. 12 BY MR. MERIWETHER: 13 Q. Let's talk about those bonnet gaskets for a 14 minute. On various valves would you have a soft 15 metal bonnet gasket? 16 A. I don't recall any valves that I worked on 17 that had the soft metal gaskets. 18 Q. Okay. Did you ever see soft metal 19 gaskets? 20 A. Yes. 21 Q. The bonnet gaskets that you remember, do 22 you remember whether they were Teflon or cork or an 23 asbestos composite, or do you remember? 24 A. They looked like they was -- they wasn't 25 cork or Teflon. They were mostly -- it looked like

Page 109 1 asbestos type gaskets. 2 Q. That type, sort of a layered 3 construction? 4 A. Yes. 5 Q. And those were all precut? 6 A. Precut. 7 Q. Okay. If you're working on a Crane valve 8 and you have to replace the bonnet gasket -- 9 MR. MERIWETHER: Well, scratch that. 10 BY MR. MERIWETHER: 11 Q. Let me just ask you this: Not all Crane 12 valves had bonnet gaskets, right? 13 A. I don't think all of them has, no. 14 Q. But if there was a Crane valve that had a 15 bonnet gasket and if you had a repair kit so you 16 were replacing it, would there be any way to tell 17 whether the bonnet gasket that you were pulling out 18 was one that had been just fabricated from Hoechst 19 Celanese's stock or whether it had come from Crane 20 Co.? 21 MR. COLLIER: Object to the form. 22 MR. SPINKLE: Object to the form. 23 THE WITNESS: It would have come from 24 Crane Co. because the kit itself, Hoechst 25 didn't put nothing in it.	Page 111 1 out, is there a chance that some other Daniel 2 employee had made that, cut that himself? 3 A. No. 4 Q. Okay. When you removed gaskets, were there 5 occasions where -- when you opened the two halves or 6 you crack open the flange, were there occasions when 7 the gasket would just come loose? 8 A. Occasionally, yes. 9 Q. And there were other times that you would 10 have to use like a putty knife or something and pop 11 it out, pry it out? 12 A. Sometimes. 13 Q. Did you ever have to use any other kind of 14 tool besides like a putty knife? 15 A. Well, on your flange portion, you know you 16 had that surrogated surface on that lip. 17 Q. Yes, sir. 18 A. And you would have to sometimes, on a steam 19 line or a Dowtherm line, that stuff is -- it's 20 literally got baked in there. 21 Q. Sure. 22 A. I have even put brushes and drill motors 23 and sit there and try to get it out and I have 24 literally took a pick and try to go around the 25 surrogated surface on the flange itself getting it
Page 110 1 BY MR. MERIWETHER: 2 Q. Right. 3 A. It was a kit Crane Co. 4 Q. So the new one would be from Crane Co. 5 A. Right. 6 Q. What I'm asking is: The old bonnet gasket 7 that you pull out and you replace with the one from 8 the kit, would you know whether that one that you 9 were replacing had come from Crane Co. or whether 10 somebody else had fabricated it from just regular 11 stock? 12 A. They didn't fabricate any kind of gaskets 13 like that and put in the supply room. We made -- we 14 made gaskets out in the field if we had to, you 15 know. Or we would designate somebody to make 16 gaskets today and they would make gaskets about all 17 day different sizes for your three-, four-, five-, 18 six-inch flange valves and we would make a supply of 19 them. 20 Q. Sure. 21 A. And other than that -- that was for 22 emergency purposes. Other than that, we use Crane 23 Co. packages from the supply room. 24 Q. Understood. Is there a chance that -- the 25 bonnet gasket on a Crane Co. valve that you pulled	Page 112 1 out. It was just like it was welded in there 2 sometimes. You know, it was hard to get out. 3 Q. Do you remember any brand name or 4 manufacturer's name of a valve where you know that 5 you used an electric motor with a brush on it? 6 A. Probably Crane Co. and just about all the 7 valve in there at one time or another. 8 Q. Okay. 9 A. It's just according on whether the stuff is 10 baked on there. You know, somebody over tighten a 11 nut or something and squeezed the gasket in between 12 there hard and then the steam pressure and all 13 expanding and -- expanding and extracting leaves it 14 imbedded in the metal itself almost. 15 Q. Sure. And just so that we're clear, those 16 flanges, when you're talking about the surface of 17 them, it almost looks like an old phonograph record. 18 A. Right. 19 Q. Where it's concentric grooves all the way 20 down it, right? 21 A. Not always. Some of them have, you know, a 22 lip. 23 Q. Right. 24 A. And surrogated surface is on the lip. 25 Q. And that's those circular grooves on both

Page 113 1 sides. 2 A. Right. 3 Q. All right, sir. Did you ever have to use a 4 wire brush or a pick to get out the bonnet gasket? 5 A. I have used a pick some. 6 Q. A pick. Just not a wire brush? 7 A. No. 8 Q. All right. When you all arrived at 9 Hoechst Celanese in the morning was there security? 10 Did have you to go through a gate? 11 A. Yes. 12 Q. Could you get visitors out there? Could 13 somebody come like see you at lunch or anything? 14 A. I don't know. I never -- I never 15 encountered having anybody to come visit me or 16 anything at the time I worked there. I don't know. 17 I couldn't answer that because I don't know. 18 Q. That's fine. Do you ever remember seeing a 19 manufacturer's representative from any of the 20 equipment companies that was onsite? 21 A. No. We may have bearing seminars or 22 something like that every now and then where the 23 manufacturers would come in and show a little film 24 on their product. Not often. 25 Q. Okay. Do you remember any -- aside from	Page 115 1 sake of being fast, I'm going to let some of 2 these other folks ask you some questions. I'm 3 going to check through my notes, as pitiful as 4 they are, and if I realize I forgot to ask you 5 something, I'll come back at the end. 6 THE WITNESS: Okay. 7 MR. MERIWETHER: Thank you. 8 THE WITNESS: Thank you, sir. 9 MR. MCDOWELL: Anyone else? 10 EXAMINATION 11 BY MR. THOENSEN: 12 Q. Are you ready to continue? 13 A. Yes, sir. 14 Q. My name is Joe Thoensen. I'm a lawyer from 15 Columbia, and I represent the William Powell company 16 in your lawsuit? 17 A. Yes, sir. 18 Q. You mentioned Powell valves a little while 19 back. 20 A. Yes, sir. 21 Q. And so I'm going to ask you some questions 22 about that, all right? 23 A. Yes, sir. 24 Q. I first just want to try to establish the 25 time periods during which you might have encountered
Page 114 1 the bearings, do you remember anybody ever coming 2 onsite from, for instance, Crane Co. or another 3 equipment company? 4 A. No. 5 Q. Okay. 6 A. Nobody other than maybe flashing or 7 crimpers, and they come onsite explaining their 8 product to us, which is up on the stretch line. 9 It's a crimper. That's all I know of. 10 Q. All right, sir. When you received a new 11 valve to put in, one that had never been used or 12 refurbished, just a brand new valve that you were 13 going to put in, which you would just switch out 14 with an old one, did that new valve come with any 15 booklet or pamphlet or literature? 16 A. Not that I recall. I'm not saying it 17 didn't. I'm saying, you know, in the supply room, 18 if you went there and got a new valve, that's all 19 you got. 20 Q. They didn't give you anything that came 21 with it? 22 A. I guess they figured we knew how to put it 23 in. 24 Q. Understood. So -- 25 MR. MERIWETHER: All right. For the	Page 116 1 a Powell valve. Is it accurate to say that between 2 1969 and 1978, is that the time period when you may 3 have encountered Powell valves? 4 A. Yes, sir. 5 Q. So no time before '69 and no time after 6 '78, correct? 7 A. No, sir. 8 Q. Okay. As you sit here today, do you have 9 any specific recollection of working hands on with a 10 Powell valve where you can tell me it was on this 11 type of system, it was for this type of project, and 12 it was this type of valves, any of those kinds of 13 details? 14 A. If I want to -- I'm trying to recollect 15 correctly and honestly. 16 Q. Yes, sir. 17 A. We had Powell valves throughout the plant 18 and I want to say that we had them installed in 19 places on the Dowtherm system and probably some -- I 20 mean, it sounds funny going from Dowtherm to the 21 chill water system. But I want to say that we had 22 some in both places. And probably had some on the 23 steam lines. Like I say, I'm trying to recollect 40 24 years ago, and 40 years is a long time. 25 Q. I understand that. Do you have in your

Page 117 1 mind a specific recollection of a specific project 2 where you can tell me, I remember we were doing this 3 type of work on this day and we working with Powell 4 valves? Can you be that specific? 5 A. Well, if we was working on this line and 6 the Powell valve was causing problems or leaking or 7 anything, we would either repair it or put a new kit 8 in it, and that is about as specific as I can get. 9 Because if that valve was on that particular line it 10 was causing problems in any kind of way, we would 11 either repair it or replace it. 12 Q. Can you tell me how many times you believe 13 you had to either repair or replace a Powell 14 valve? 15 A. Oh, probably. 16 MR. MCDOWELL: I'm going to object to 17 the form. Are you talking about a full 18 replacement -- I mean, they've taken the whole 19 valve out and put in a brand new one? 20 MR. THOENSEN: I'm saying any instance 21 where he put his hands on a Powell valve. 22 MR. MCDOWELL: Fair enough. 23 BY MR. THOENSEN: 24 Q. Can you testify as to how many times that 25 that happened?	Page 119 1 eight inches? 2 A. I worked on two and four and possibly -- 3 possibly eight. 4 Q. Do you recall -- specifically as to Powell 5 valves, do you have a recollection as to whether 6 they would have been gate valves or globed valves or 7 butterfly valves? 8 A. Most of them were gate. 9 Q. Most of them were gate valves, okay. And 10 do you have a recollection as to what these Powell 11 valves were made of? 12 A. A lot of them were made out of stainless. 13 Q. Stainless steel? 14 A. Uh-huh, if I'm recalling correctly. I 15 think they were -- a lot of them were stainless 16 steel. 17 Q. Do you have any recollection of any type of 18 model number or serial number associated with any 19 Powell valve that you would have worked on? 20 A. No, I don't. 21 Q. All right. You mentioned earlier some 22 identification numbers that some of these products, 23 including valves, would have on them that you would 24 then match up with repair parts in the supply room. 25 Do you recall that?
Page 118 1 A. Probably -- probably three -- three to five 2 times a week possibly. 3 Q. Is that an estimate based on how much valve 4 work you did in general or is that specific as to 5 Powell? 6 MR. MCDOWELL: Object to the form. 7 THE WITNESS: It's an estimate on how 8 much I did. When you shut down a line, you're 9 shutting down chill water, you're shutting down 10 steam, you're shutting down Dowtherm, you're 11 shutting down all of this. And as you're 12 working on that line, you're working on 13 difficult lines that's got different valves on 14 it and everything. It's just according. 15 BY MR. THOENSEN: 16 Q. Are you able to recall any specific size of 17 a Powell valve that you ever worked on? 18 A. I believe some of them was two-inch and 19 four-inch, I think. 20 Q. Do you recall any Powell valves being 21 larger than four inches? 22 A. I think we had some on the water system 23 that went up to eight inches. Powell valves. 24 Q. Do you believe that you personally worked 25 on Powell valves that ranged from two inches to	Page 120 1 A. Uh-huh. 2 Q. Do you have any recollection as to any type 3 of identification number associated with a Powell 4 valve? 5 A. No, I don't. 6 Q. As to any Powell valve that you may have 7 ever worked on, would you have any knowledge as to 8 when that valve was manufactured? 9 A. It would have had to have been -- Hoechst 10 was built back in -- I think Hoechst was built back 11 in the early 60s, so it would have had to have been 12 sometime in that period or earlier. 13 Q. But you wouldn't have any more specific 14 information other than that? 15 A. No. 16 Q. Okay. Do you recall how Powell valves were 17 attached to the lines you were working on. In other 18 words, were the Powell valves flanged, were they 19 welded, were they threaded? Do you have a 20 recollection of that? 21 A. Most of them was flange. 22 Q. Do you believe that you ever saw a brand 23 new Powell valve? 24 A. Yes. 25 Q. And a brand new Powell valve would not have

Page 121 1 any flange gaskets on it, would it? 2 A. Not that I recall, no. 3 Q. Okay. Do you have any specific 4 recollection of doing any internal work on a Powell 5 valve where you open the valve up and worked on it, 6 or do you believe that all you would have done would 7 be to take it out of a line or put it in a line? 8 A. Most of the time, it's take it out of line 9 and put it in the line, unless we could repair it by 10 taking the bonnet and all out and putting the new 11 packing and all in. We would take it out and put a 12 new one in. 13 Q. Okay. I'm asking some specific questions, 14 and if you don't have a specific memory, that's 15 okay. You can tell me that. I'm just trying to 16 find out where we are, that's all. 17 Do you have any specific recollection of 18 repairing a Powell valve? In other words, where you 19 made the determination that this valve is not going 20 to be taken out of the line. I'm going to stand 21 right here and repair it. As to Powell, do you have 22 a specific recollection of doing that? 23 A. I'm sure I have. 24 Q. Okay. But as to a specific recollection of 25 doing that, you just can't call that up right now.	Page 123 1 have any recollection as to whether it would be more 2 common for you to repair the valve or more common 3 for you to simply put a new one in. 4 A. It's -- that's sort of a hard question to 5 answer. It's according on how much time you got. 6 You know, how long the line is going to be down 7 versus repairing it or replacing it. If it's a P.M. 8 line, if you can repair it, you repair it. But if 9 it's an emergency basis, you do -- the quickest way 10 is to take it out and put another one in. 11 Q. Do you have any specific recollection of 12 obtaining from the supply room and using a valve 13 repair kit that you believe was supplied by 14 Powell? 15 A. Yes. 16 Q. And you described earlier what you think a 17 Crane valve repair kit would have contained. Do you 18 believe a Powell valve repair kit would have 19 contained anything different or those same 20 materials? 21 A. I don't believe the Crane would have 22 obtained much different -- some of those companies 23 had them boxes and some of them had them, you know, 24 in a heavy duty plastic bag with instructions in 25 them.
Page 122 1 MR. MCDOWELL: Object to the form. 2 BY MR. THOENSEN: 3 Q. Is that accurate? 4 A. Not at this very moment, no. 5 Q. Okay. If you were taking a Powell valve 6 out of a line, at that point, would you send that 7 valve off somewhere to be repaired if it needed 8 repairs that were beyond the scope of your 9 abilities? 10 A. It would be according on how expensive the 11 valve was. You know, diameter and how big the valve 12 was, if it was sort a cheap valve, we just discard 13 it and not worry about it. 14 Q. Okay. And if you were not going to discard 15 it, what would you do with it? 16 A. We put it in the storeroom and repair it. 17 Either I would or somebody would. Sometime, when we 18 wasn't in a very rushed -- a rushed stage. 19 Q. Okay. Specifically as to Powell valves -- 20 and I don't mean to keep saying that over and over, 21 but that's the only client I have and so I'm trying 22 to separate them out from other products. And if 23 you're not able to do that, like I said, just tell 24 me that. That's okay. 25 Specifically as to Powell valves, do you	Page 124 1 Q. If you went to the supply room to get a 2 valve repair kit, how did you know that the contents 3 of that valve repair kit were supplied by the valve 4 manufacturer? How did you know that? 5 A. That's -- we didn't -- Hoechst didn't make 6 any kind of repair kits over there and we didn't. 7 Daniel didn't. And everything in the supply room is 8 set up from the factory by the factory. All the 9 gears, all the shafts, everything pertaining to a 10 certain item came from the factory, even down to the 11 repair kits. 12 Q. Did you ever see any kind of purchase order 13 or other piece of paper associated with the valve 14 repair kit that had a manufacturer's name on it? 15 A. You had paperwork in there, and I believe 16 it had the manufacturer's name on the paperwork in 17 the valve kit itself. But as far as a purchase 18 order, I don't recall. 19 Q. Okay. Are you saying a piece of paper with 20 the manufacturer's name on it came with the valve or 21 was in the valve repair kit? 22 A. It was in the kit. 23 Q. And what would be on that piece of paper? 24 What would it say? 25 A. I think it was an instruction -- more or

Page 125 1 less an instruction piece of paper showing a diagram 2 of what you had in there, versus with the valve, if 3 I ain't mistaken. Again, we're referring back to 40 4 years ago and a lot of water been over the dam since 5 then. 6 Q. I understand. Any time you removed a 7 Powell valve from the line, and in association with 8 that work you removed or replaced the flange 9 gaskets, you don't have any information that those 10 flange gaskets were supplied by Powell, do you? 11 A. No. 12 Q. Okay. And you don't have any information 13 that would suggest to you that Powell ever 14 manufactured or supplied any kind of insulation, do 15 you? 16 A. No. Not insulation, no. 17 Q. And you also don't have any information 18 that Powell would have ever manufactured and 19 supplied any type of replacement packing to 20 Hoechst Celanese, do you? You don't have that 21 information? 22 MR. McDONELL: Object to the form. 23 THE WITNESS: Not other than the stuff 24 that was in the kit itself. 25 BY MR. THOENSEN:	Page 127 1 A. Right. 2 Q. -- and then how much cleanup you would have 3 to do with regard to the flange surfaces? 4 A. Right. 5 Q. For a four-inch valve, to remove that from 6 a line, is that a one-man job or a two-man job or 7 what? 8 A. Most of the time -- most of the time it's 9 slightly heavy, but most of the time it's one-man, 10 sometimes two-man. 11 Q. Other than a piece of paper that may have 12 been inside a valve repair kit, other than that, do 13 you believe you ever saw any kind of manuals or 14 brochures or marketing material or any kind of 15 literature put out by Powell? 16 A. Nothing but the -- if I'm recalling 17 correctly, the instruction sheet that you got in the 18 kit itself that is showing it. 19 Q. Okay. Your answer was, other than the 20 instruction sheet which is in the valve repair kit, 21 you don't believe you saw any other written 22 materials from Powell? 23 A. Huh-uh. 24 Q. Is that correct what I said? 25 A. Correct.
Page 126 1 Q. But as far as, say, a box of packing or a 2 spool of packing, something like that, you don't 3 have any information? 4 A. No, no. 5 Q. Okay. Powell would not have supplied that 6 type of packing? 7 A. Right. 8 Q. If you are removing a Powell valve from a 9 line, how long do you believe that task would take 10 you? 11 A. Again, it's according on what size valve 12 you're talking about and how much cleanup you got to 13 do to get it off and how hard it is to get the nuts 14 off and the bolts. 15 Q. Now about this: What if we say you're 16 working with a four-inch valve and that the removal 17 of the bolts and the cleanup is just average. It's 18 not the worse you've ever seen, it's not the best 19 you've ever seen, it's just average. How long do 20 you think that project would take you? 21 A. It could range from an hour to two 22 and-a-half hours. Just according. 23 Q. And the variables that would make that time 24 longer or shorter, if I'm understanding from you, 25 would be how difficult it is to get the bolts off --	Page 128 1 Q. Okay. And would that be true for all of 2 the valves at Hoechst Celanese that you worked on? 3 A. Answering truthfully, I couldn't say. 4 Q. I think Mr. Meriwether covered this as to 5 all valves, but I'm just going to make sure with 6 regard to Powell or the William Powell company. Do 7 you believe you ever had any kind of encounter with 8 any representative of that company for any reason? 9 A. No. 10 MR. THOENSEN: All right, sir. I 11 think for now that's all I have for you. If I 12 realize I've left something out, I may come 13 back around. 14 THE WITNESS: Okay. 15 MR. THOENSEN: But for now, I'm 16 finished. Thank you very much. 17 THE WITNESS: Thank you, sir. 18 MS. NETTLES: Mr. Seay, do you need a 19 break, or are you okay to go on for a few 20 minutes. 21 THE WITNESS: Go ahead. 22 EXAMINATION 23 BY MS. NETTLES: 24 Q. I'm Samia Nettles. I have some questions 25 about the gaskets and packing for you.

Page 129 1 A. Excuse me. You're who? 2 Q. Do I need to move down? Can you hear me 3 okay? I can move down. I'm going to pull up so you 4 can hear me better. 5 A. Thank you, ma'am. 6 Q. I'm going to ask you some questions about 7 gaskets and packing. 8 A. Okay. 9 Q. So you testified earlier that you recall 10 several names of either gaskets or packing? 11 Armstrong, Garlock, Flexitallic and John Crane. Do 12 you remember being asked that? 13 A. I also so. 14 Q. And those answers that you gave. 15 A. And also I believe there some Granite 16 gasket material also. 17 Q. All right. I believe Mr. Meriwether asked 18 you the question, do you remember the manufacturer 19 of the gaskets or packing material, and those were 20 the names that you mentioned. 21 What I want to know is: You mentioned 22 John Crane. What product do you have remember that 23 for; was it gaskets or packing? 24 A. Gaskets. 25 Q. Okay. And that was just gaskets?	Page 131 1 Q. Okay. Did it have a logo on it or was it 2 just the name? 3 A. I believe it had a logo, but I can't 4 explain exactly what it looked like. 5 Q. All right. And do you recall John Crane 6 gaskets in any other variety other than sheet 7 gaskets? 8 A. That's all. 9 Q. Okay. These were all sheet gaskets that 10 were uncut? 11 A. Yes. 12 Q. Did you personally -- do you recall a very 13 specific time -- do you recall a specific time where 14 you personally handled John Crane sheet gaskets? 15 A. Yes. 16 Q. Okay. About how many times was that? 17 A. We would -- probably once or twice a week 18 we would cut gaskets out of it. 19 Q. Who is "we?" 20 A. Me. 21 Q. Okay. 22 A. Or whoever was doing it that specific day. 23 It wasn't necessarily me. It was whoever was 24 assigned to that job to this day. 25 Q. Okay. So once or twice a week someone that
Page 130 1 A. Mostly, yes. 2 Q. Is there any other product that you recall 3 John Crane being associated with? 4 A. Not really. 5 Q. Okay, great. I'm going to just focus on 6 gaskets then. 7 A. Okay. 8 Q. How do you know that John Crane gaskets 9 were used at Hoechst Celanese? 10 A. On the sheets, it had John Crane's name on 11 them. 12 Q. What size were those sheets? 13 A. Oh, we had them up probably -- probably 14 around four foot. Four foot by three foot. 15 Q. Okay. 16 A. Pretty big sheets. 17 Q. How thick were those sheets? 18 A. They ranged from thin to up to probably 19 between a sixteenth and an eighth of an inch 20 thick. 21 Q. Great. What color were they? I'm talking 22 just about the John Crane sheet gaskets. 23 A. Dark. 24 Q. Dark. Like a dark gray? 25 A. Dark gray.	Page 132 1 was assigned to a job requiring cutting sheet 2 gaskets may handle that particular material? 3 A. Right. 4 Q. What about you, how many times did you 5 personally handle John Crane sheet gasket 6 material? 7 A. Probably once or twice a week John Crane 8 itself. But when I handled it, I would cut a good 9 many gaskets. 10 Q. Okay. 11 A. You wouldn't cut just one, you would cut a 12 supply of them. 13 Q. Was that for the entire period between 1969 14 or 1978 or was that just a certain time while you 15 were working at Hoechst Celanese? 16 A. It was continuously -- a continuous thing 17 the whole time I was there. I mean, we had to have 18 the gaskets on all the time on the job. 19 Q. Okay. 20 A. And, like I say, it's whoever was assigned 21 to cut gaskets that day. Or if it was an emergency, 22 you would have to cut one then. 23 Q. Okay. So, would you -- I think what you're 24 saying is that either once or twice a week you would 25 be assigned to cut gaskets, is that right, or do I

Page 133 1 have your testimony -- 2 A. Right. 3 Q. All right. And where would you cut those 4 gaskets? 5 A. We had a room back there. We had a big 6 sheet of thick plywood, and we had the transit type 7 razor blade with needle point on it. You measure 8 out your diameter and you cut out the circumference 9 of it. And you cut it that way or you would have a 10 sample. 11 Q. You would? 12 A. You'd a sample gasket already cut to order. 13 Q. Okay. 14 A. You lay it down and trace it and punch it 15 out and cut it out. 16 Q. Got it. About how long did it take to cut 17 a gasket, one gasket? 18 A. They could be pretty aggravating sometimes. 19 Thirty, 40 minutes sometimes, because they would be 20 aggravating. 21 Q. There was other sheet gasket material that 22 you would cut new gaskets from other than John 23 Crane, is that right? 24 A. Yes, ma'am. 25 Q. Do you know about how many other brands or	Page 135 1 Q. Got it. 2 A. Because we used a lot of them. 3 Q. Besides cutting the sheet gasket material, 4 can you ever recall a specific time where you used 5 John Crane sheet gasket material any other time in 6 any other circumstance? 7 MR. MCDOWELL: Objection to form. 8 THE WITNESS: I don't quite understand 9 the question. 10 BY MS. NETTLES: 11 Q. That's okay, I'll restate it. 12 Besides seeing the John Crane name on uncut 13 sheet gasket material, can you recall using 14 specifically John Crane sheet gasket material in any 15 other circumstance during your work? 16 A. I don't know. I still don't quite 17 understand. 18 Q. Okay, that's fine. Do you recall a 19 specific time using John Crane gasket material in 20 any other context than cutting the actual gaskets 21 from the sheets in any other way other than the 22 piece of plywood where you were cutting them out? 23 MR. MCDOWELL: Like, did you use John 24 Crane for a frisbee, or anything else like 25 that?
Page 134 1 can you just not recall? 2 A. It's Armstrong and your Flexitallic. 3 Different ones we used. 4 Q. Can you recall a particular brand of sheet 5 gasket material that you used more than other 6 times? 7 A. We probably -- I don't know. I'd say it 8 was probably on a equally basis. 9 Q. Okay. 10 A. Because most of it was going on steam lines 11 and Dowtherm lines and it was probably equally 12 spaced out. 13 Q. About how long of a time period would you 14 be cutting new gaskets? 15 A. If you was assigned to cut gaskets today, 16 you would probably go four, five, six hours doing 17 them, cutting gaskets. 18 Q. Would it just you that would be assigned or 19 would it be multiple people assigned? 20 A. It would be one person today, and it would 21 be a different person next week or week outer 22 next. 23 Q. Got it. 24 A. Whenever they needed another supply of them 25 cut out.	Page 136 1 THE WITNESS: No. 2 BY MS. NETTLES: 3 Q. Okay. 4 MR. MCDOWELL: I tried to go with the 5 most ludicrous thing I could find. 6 MS. NETTLES: I'll go with that. Thank you 7 for clarifying. 8 BY MS. NETTLES: 9 Q. Was cutting the actual sheet gasket 10 material dusty? 11 A. You get a lot of shavings and you would 12 have to sometimes take your sharp razor blade or 13 something to where you would cut and it left those 14 strings hanging out on it. You would have to go in 15 there and manually cut of all that out and clean it 16 up good. 17 Q. All right. So it would create kind of 18 chunks of shavings around? 19 A. Right. 20 Q. All right. Can you describe to me the 21 process of removing a gasket? 22 A. A used gasket? 23 Q. Yes, sir. 24 A. It's like I said earlier, after on the 25 line, most of it was under heated circumstances.

Pages 133 to 136

1 And those things -- most of your flanges and your
2 valves had a -- well, one of them had a surrogated
3 surface on it and that thing would get matted in
4 there and I'll tell you, for something to look as
5 easy as a gasket, it would get welded actually into
6 the metal itself and you would have to -- wire
7 brushing it sometimes would be sufficient to get it
8 out. And like I said earlier, I have used a drill
9 motor and a brush that way.

10 And I have took a pick and went in there
11 and actually picked it out of that surrogated
12 surface. It would be matted in there so bad
13 sometimes it was hard to get it out.

14 Q. Okay. How long did it take you to remove
15 the gasket in usual circumstances?

16 A. In usual circumstances, it didn't take very
17 long.

18 Q. Well, about how many minutes?

19 A. Probably taking the bolts out and taking
20 the gasket off, most of the time you could take a
21 putty knife or anything and just get behind your
22 gasket and buff it off, and then sometimes you would
23 have all that problems with it. It would be hard to
24 estimate.

25 Q. So if you're just popping it off, 30

1 Q. About how often would you encounter a
2 gasket that was not able to be popped out?

3 A. About 95, 98 percent of the time because
4 under the conditions of the hot heat and all, it was
5 just about all the time.

6 Q. All right. The entire process of removing
7 an old gasket and putting in the new one, how long
8 would that take?

9 A. Again, it's -- you could brush and clean on
10 a flange for an hour, or at least an hour or longer
11 trying to get the old gasket material off, so it's
12 hard to tell.

13 Q. You testified earlier that you think some
14 of these materials were made of -- some of these
15 gasket materials were asbestos. Do you recall that
16 testimony?

17 A. Uh-huh.

18 Q. That's a yes or no for the court
19 reporter?

20 A. Huh?

21 Q. You just have to answer yes or no for the
22 court reporter?

23 A. Yes.

24 Q. How do you know that some of it was
25 asbestos?

1 seconds?

2 MR. MCDOWELL: Object to the form.

3 THE WITNESS: Yeah.

4 BY MS. NETTLES:

5 Q. And then, obviously, there were some
6 circumstances where it was longer than that?

7 A. Yes.

8 Q. Describe to me the process of installing a
9 new gasket.

10 A. Well --

11 Q. Without having to cut it, because we've
12 already talked about cutting it out of sheets. What
13 about if you're actually installing putting it in?

14 A. Most of the time what I did was, you're
15 putting it on the line out there. The easiest way I
16 ever done it was drop two bolts in the bottom half
17 of it, bring your gasket down and center it up, and
18 put your other bolts in, tighten it up, is the way
19 I've always done it. And try to draw it up to where
20 your flange is pretty well equal all the way around.
21 You ain't got it draw together here and a gap up
22 here. That it's pretty well equal all the way
23 around.

24 Q. Did installing a new gasket create dust?

25 A. Not installing it, but take it off.

1 A. Well, you can -- especially if it's
2 white -- white colored you can tell by the grain.
3 You can tell by looking at it, the grain of the
4 gasket material itself is the way I told. I might
5 be wrong, but...

6 Q. Why did you think that?

7 A. Because that's -- why do I think that?

8 Q. Yes. How did you come to think that that
9 meant asbestos?

10 A. Well, you know, that's what everybody
11 always said it was, so that's what I went by.

12 Q. Do you remember who told you that?

13 A. Well, just about everybody that worked
14 around gasket material would specify that this got
15 asbestos in it, or whatever.

16 Q. Was there ever a period of time at
17 Hoechst Celanese where you were not assigned to
18 working with gasket materials such as a long period
19 of time where you were transferred to another side
20 of the plant where you would not have worked with
21 sheet gasket material or removing or installing
22 gaskets?

23 A. No. Even when I went to the PIV shop up
24 there and worked for a while. We were still putting
25 gasket material up there.

Page 141 1 Q. And your work history sheet says that you 2 were three roles at Hoechst Celanese, and correct me 3 if I'm wrong, it's millwright helper, millwright and 4 maintenance worker. 5 A. Well, millwright and maintenance worker is 6 the same thing. 7 Q. Okay. Were those job duties pretty much 8 the same in that you may have worked with sheet 9 gasket material in both of those roles? 10 A. Yes. 11 Q. Was there a time period in either one of 12 those roles that you would have spent less time 13 working with sheet gasket material? 14 A. No. 15 Q. As a millwright helper, were you more 16 likely to be observing somebody's work rather than 17 doing the work yourself? 18 A. Well, most of the time, as a millwright 19 helper -- I wasn't a millwright helper but about six 20 months. But as a millwright helper, the millwright 21 would show you one time and then they'd hand you the 22 tools and you would proceed from there and he would 23 instruct you as you proceeded and tell you if you've 24 gone wrong somewhere. 25 Q. Were you ever in a role at Hoechst Celanese	Page 143 1 it went over those set techs that I was talking 2 about. 3 Q. Do you know what was in that finish liquid 4 or what kind of chemical that was? 5 A. No, I sure don't. 6 Q. And exactly where was that pump located? 7 A. On the stretch line at the finish valve. 8 Q. And, basically, that process was stretching 9 larger batches of plastic into thinner lines? 10 A. Right. 11 Q. All right. Do you know when that 12 particular pump was installed in the plant? 13 A. Oh, it was there, I guess -- I guess when I 14 went to work there, so we -- I think we rebuild it 15 several times. And then we ordered a new one one or 16 two times. It was mounted over on the side of the 17 finished valve there. 18 Q. What size pump was this? 19 A. It wasn't a very, very large pump. It 20 was -- probably had a two-inch inlet. 21 Q. Do you know what size the discharge was? 22 A. Discharge probably -- I done forgot. I 23 don't know. 24 Q. Do you know the full name of the company 25 that manufactured this particular pump?
Page 142 1 where you would just be observing somebody else work 2 with relation to the sheet gasket material? 3 A. No. 4 MS. NETTLES: Mr. Seay, I think that's 5 all I have for right now. I appreciate your 6 time. 7 THE WITNESS: Thank you, ma'am. 8 MS. NETTLES: Thank you. 9 EXAMINATION 10 BY MS. FLYNN: 11 Q. Mr. Seay, my name is Stephanie Flynn. I 12 just wanted to ask you a few questions about a 13 specific pump that you mentioned a little bit 14 earlier during your deposition. You said, I 15 believe, and I was trying to write down furiously 16 everything you said, but you said, I believe, that 17 was a specific a pump located on the stretch line 18 that pumped maybe a finish over to some polyester 19 fibers. 20 A. Yes, ma'am. 21 Q. Describe that process and what that pump 22 was doing? 23 A. That particular pump there, it was pumping 24 this finish liquid over the material that's coming 25 down the line, wetting it down, soaking it up before	Page 144 1 A. No. 2 Q. In other words, do you know if it was 3 called Pacific Pump Company or Pacific Pumps? 4 A. I believe it was Pacific Pump Company, if 5 I'm not mistaken. 6 Q. Did it have the name written on the pump 7 itself, or how do you know it was Pacific Pump 8 Company? 9 A. It had a tag. It looked like it was either 10 plated or stainless tag on it with the serial number 11 and all on it. 12 Q. Were you involved in ordering any of the 13 new pumps from Pacific Pump Company? 14 A. No. 15 Q. Did it have any other markings or logos 16 that you remember? 17 A. Not that I know of. 18 Q. Was it a particular color? 19 A. I want to say it was blue. I'm not sure, 20 but I want to say it was blue. 21 Q. And the finish liquid that was running 22 through or being pumped by the Pacific Pump, was 23 that a hot liquid or a cold liquid? 24 A. It was warm. It wasn't very, very hot. It 25 was probably a medium range.

Page 145 1 Q. Do you know about what temperature it would 2 run? 3 A. Probably -- I think probably around 90 or a 4 100. Somewhere around there. 5 Q. Do you know what the horsepower of the pump 6 was? 7 A. It probably was one or two horse. Like I 8 say, it wasn't all that big. 9 Q. Okay. Did it have any exterior insulation 10 on it? 11 A. (Witness moves head from side to side.) 12 Q. Is that a no for the court reporter? 13 A. No. 14 Q. Thank you. And you said I believe that the 15 pump was rebuilt several times. Was that during the 16 time that you were there? 17 A. Yes. 18 Q. How many times was it rebuilt? 19 A. Oh, probably -- I don't know. Every time a 20 line went down for P.M., it was rebuilt. And there 21 was several times the motor burned up on it, so we 22 had to get a new motor. And then we replaced it 23 several times also because it got wore out so bad 24 you couldn't repair it. 25 Q. About how many times would a line go down	Page 147 1 A. No. 2 Q. Were you involved in any of the times that 3 the pump was replaced with any of that work? 4 A. Yes, one or two times. One time I know for 5 sure I was involved with taking it out. 6 Q. Tell me what's involved in taking the pump 7 out and replacing it with a new pump? 8 A. That pump there, all you did on it was 9 disconnect -- you lock it out and call the 10 electrician and he would disconnect the wires and he 11 would disconnect the supply line and take it out. 12 Take the other one and connect your supply line back 13 up and hook it back up and go. On that particular 14 pump there. 15 Q. Okay. In terms of the rebuilding, what all 16 would be involved in rebuilding a Pacific pump? 17 A. That pump there, most of the time -- if I 18 ain't mistaken, on that particular pump there, we'd 19 have to take the motor out and disassemble it from 20 the pump itself and go into the pump. And if you 21 could repair the pump, you would. And if you 22 couldn't, like I say, you would put a new one in. 23 But I can't recall -- my answer to that would be, I 24 just can't remember. 25 Q. Okay. Do you know how long it would take
Page 146 1 for P.M.? 2 A. For a full P.M. each line would go down 3 once a year, and that's when you repaired any and 4 everything wether it needed it or didn't need it. 5 And on a partial P.M., it would go down once every 6 two or three months. 7 Q. Okay. So would this particular pump be 8 rebuilt during partial P.M.s or just for the 9 full-blown P.M.s? 10 A. Both. 11 Q. And then you mentioned it was replaced 12 several times. Do you know how many times it was 13 replaced? 14 A. When I was working there, that I know of, 15 it probably was replaced two or three times. 16 Q. Now, for any of the work to rebuild the 17 Pacific pump, did you do any of that work 18 yourself? 19 A. I've done some of it, yes. 20 Q. Do you know -- 21 A. I can't recall exactly what all I've done 22 to it, because, again, it's been so long ago. 23 Q. Sure. You definitely anticipated my next 24 question: Do you recall how often you might be 25 assigned to work on rebuilding the Pacific pump?	Page 148 1 to rebuild one of the -- a Pacific pump? 2 A. Probably four hours. 3 Q. In the time that you took it out and 4 installed a new Pacific pump, do you know how long 5 that would have taken? 6 A. Probably about six hours. 7 Q. Did you ever work on any gaskets, packing 8 or insulation associated with a Pacific pump? 9 A. Packing. But again, it's been -- it's been 10 so long to -- I can't even recall what I did to it. 11 I do know that I worked on that Pacific pump, 12 several, several times. 13 Q. And why would you have to do anything 14 involved with the packing on a Pacific pump? 15 A. Well, the pump has got to leaking real bad 16 and run fluid all out on the floor. 17 Q. So on that occasion, you would have removed 18 the packing and replaced it with new packing? 19 A. Yes, ma'am. 20 Q. When you removed the packing, you said it 21 was because fluid had run all over the floor. Was 22 the packing you removed wet? 23 A. Yes. 24 Q. Do you know where you retained the packing 25 that you used to replace that?

Page 149 1 A. From a kit from the supply room. A repair 2 kit. Again, everything over there had a -- 3 everything over there at Hoechst Fibers concerning 4 equipment out there on the floor, if it was possible 5 so get a repair kit from the factory they would get 6 one. And you go to the supply room using the 7 numbers off the pump itself and get your repair kit 8 and bring it back and install it. 9 Q. If you just need to replace the packing, 10 for instance, would you go to the supply room and 11 then take the entire kit with you? 12 A. Yes. 13 Q. Regardless of whether you didn't need maybe 14 other items in there. 15 A. Yes. 16 Q. What would you do with the other items that 17 you didn't use? 18 A. Well, you would try to store them somewhere 19 in case you ever needed them, and then, again, you 20 would discard them. You would use what you had to 21 use out of it and that was it. 22 Q. Did the kits have names on them, names of 23 the companies? 24 A. They had factory's names on it. 25 Q. Would you recall, for instance, what repair	Page 151 1 Q. Did you ever see a manual for the Pacific 2 pump? 3 A. No. 4 Q. And I believe you mentioned something about 5 either the Pacific or Chicago pump had mechanical 6 seals on the shaft. Do you recall one way or the 7 other whether it was the Pacific? 8 A. No, I can't. 9 Q. Okay. Is the only time that you've ever 10 worked on a Pacific pump from with Pacific Pump 11 Company during your employment with Hoechst 12 Celanese? 13 A. Yes. 14 Q. I have some notes on my computer, but I 15 think I've covered everything that I was going to 16 ask. 17 A. We had a lot of -- I failed to mention 18 again, on that shutdown down at the DMT plant, they 19 had a lot, lot, lot of pumps down there. And we 20 would work on different pumps down there on the 21 shutdown. And like I say, there was a lot of them. 22 Down was more down there than anywhere really. 23 There was some down there. It probably was 24 Pacific also. I just can't say for sure, but I know 25 there were.
Page 150 1 kit for Pacific Pump Company would have looked 2 like? 3 A. No. 4 Q. Okay. Whether it had a name on it or a 5 specific color? 6 A. (Witness moves head from side to side.) 7 Q. Is that a no? 8 A. No. 9 Q. Okay, thank you. You just shook your head. 10 I just wanted to make sure. 11 And do you know if the packing that came in 12 that kit was manufactured by a specific manufacturer 13 or was it a specific brand of packing? 14 A. I couldn't hear the question. 15 Q. Do you know who manufactured or what brand 16 of packing that was that came out of the kit? 17 A. It would have been from the pump company, 18 whatever pump I was working on. 19 Q. Okay. So do you know whether that company 20 manufactured the packing that was in the kit or 21 whether they obtained it from some other 22 manufacturer? 23 MR. MCDOWELL: Object to the form. 24 THE WITNESS: I don't know. 25 BY MS. NETTLES:	Page 152 1 Q. The only pump that you remember sitting 2 here today that you associate specifically with the 3 name Pacific is the pump that was located along the 4 stretch line that was made by Pacific Pump 5 Company? 6 A. Yes, ma'am. And possibly in the Staple in 7 the basement. Either down there on the chill water 8 or -- probably the chill water line. I'm just 9 saying possibly. 10 Q. Okay. Do you know sitting here for sure 11 whether that was a specific pump or if it was 12 something else? 13 A. It could have been something else, but I'm 14 just saying I'm thinking it might have been Pacific. 15 Q. Is that one pump you're talking about or is 16 it more than one? 17 A. Well, it was several down there. 18 Q. And those were for chill water lines? 19 A. Chill water, and we had Dowtherm down 20 there. But all of them on the Dowtherm line, I 21 think, was Ingersoll. 22 Q. And the pumps that were on the chill water 23 lines, I think you said earlier, did not have 24 asbestos containing components with them? 25 MR. MCDOWELL: Object to the form.

1 THE WITNESS: I don't remember.
2 BY MS. FLYNN:
3 Q. The pumps that you think could possible
4 have been associated with Pacific, were those also
5 manufactured by Pacific Pump Company?
6 A. I think so.
7 Q. And sitting here today, you just don't know
8 whether they would have had asbestos on them or
9 not?
10 A. No.
11 MS. NETTLES: I'm going to look over
12 my notes, but I think that's all I have for you
13 right now.
14 THE WITNESS: Thank you, ma'am.
15 MR. MCDOWELL: Why don't we take a
16 five-minute break.
17 (A break was taken from 1:51 p.m. to 2:00 p.m.)
18 EXAMINATION
19 BY MR. HERNS:
20 Q. Good afternoon, sir. My name is Louis
21 HERNs. How are you doing?
22 A. Not too good.
23 Q. This is long and I know you're doing your
24 best to provide us with great answers and we
25 appreciate your being patient and trying to answer

1 our questions as best you can.
2 A. Yes, sir.
3 Q. As with the other attorneys, if I ask a
4 stupid question that you just don't understand,
5 which I probably will, ask me to restate it so you
6 do understand it. Okay?
7 A. Yes, sir.
8 Q. Now, you mentioned that Daniel had their
9 own insulator group out at the Hoechst Celanese
10 plant?
11 A. Yes, sir.
12 Q. How many insulators did they employ?
13 A. Oh, estimating probably -- probably at
14 least 30 insulators.
15 Q. And you said they had their own at the
16 facility?
17 A. They had a shop that they gathered and
18 worked out of, but most of their insulating material
19 came from the storeroom.
20 Q. Now, where exactly was that shop in
21 relation to the other buildings that you described
22 earlier for Mr. Meriwether?
23 A. Staple A and Staple B was here. The
24 insulator shop was over here, and they got the
25 material -- they kept some materials there in the

1 insulator shop, but they got most of it from the
2 supply room.
3 Q. Okay. Now, you said it was close to Staple
4 A and Staple B, was there any walls separating the
5 shop from other areas?
6 A. Yes, sir.
7 Q. Okay. And so they had their own portion of
8 a building that they would work in?
9 A. Yes.
10 Q. Okay. Now, you said you went in there a
11 couple of times. Did they have on the band saw when
12 you were in there a vacuum that when they flipped on
13 the saw, it would suck up any dust that was being
14 generated?
15 A. To tell you the truth, I never really,
16 really paid that much attention because I just was
17 walking through.
18 Q. Okay.
19 A. And that was maybe once or twice during the
20 eight or 10 years. Eight years.
21 Q. Okay. Did you see any signs -- and I'll --
22 the caution signs or warning signs stating, don't
23 breath asbestos dust, asbestos dust could be
24 harmful?
25 A. No, sir.

1 Q. Never saw a sign like that?
2 A. No, sir.
3 Q. Okay. Now, I understand you were just
4 walking through. Some shops would have what they
5 call a hood. And when they were sawing with a hand
6 saw, then they put what they were sawing underneath
7 and they would be sawing and it would suck up any
8 dust. Did they have a hood like that at the shop?
9 A. I couldn't tell you, because I wasn't --
10 when I went through there, I wasn't really, really
11 paying too much attention to what was going on in
12 there at that particular time. I was just more or
13 less taking a shortcut going somewhere or something,
14 you know.
15 Q. Okay.
16 A. I wasn't observing anything concerning what
17 was going on.
18 Q. Okay. Just walking through to get -- the
19 shortest route to the next place you needed to be?
20 A. Right.
21 Q. Okay. Now, when they were out in the --
22 well, let me ask you this. When you were in the
23 shop, did you consider the shop to be dusty?
24 MR. COLLIER: Object to the form.
25 THE WITNESS: You're talking about the

Page 157 1 insulators? 2 BY MR. HERNES: 3 Q. The insulator shop, yes, sir. 4 A. I couldn't tell you. 5 Q. Now, when they were out, the insulators 6 were out in the plant doing their insulation work -- 7 Mr. Meriwether asked you about half moons, and I'm 8 not sure you really understood it. So to be 9 entertaining, I have drawn, and I am by no means an 10 artist. And what he was trying to describe to you 11 was, you would have two -- basically, three-foot 12 sections of insulation that would come a part. And 13 that's the reason you called it a half moon. 14 A. Yes, sir. 15 Q. And then they would put those two pieces 16 around a pipe. Secure it to the pipe. 17 A. Yes, sir. 18 Q. And that's called half moon or half round 19 insulation. 20 A. Yes, sir. 21 Q. Did you see the insulators using that at 22 the -- 23 A. Maybe one or twice. Not much at all. 24 Maybe once or twice. I've seen them use -- take 25 some out of a box and put it on a line on a short,	Page 159 1 there and it was imbedded and -- when I say 2 imbedded, it was glued to the surfaces of the pumps 3 or whatever you wanted to pull off of that vessel. 4 And you would have to scrape and scrape and 5 scrape to get to your bolts and nuts and all of that 6 to get your equipment out. 7 Q. That's for you to do your work as a 8 millwright? 9 A. Right. 10 Q. Okay. 11 A. And then the insulators come up with the 12 idea, they would premake this thing -- premake it in 13 their shop and bring it out there and custom fit it 14 to whatever -- if it was a pump under a deicer or 15 what, it's a part that you remove on a P.M. or 16 something like that, they would custom make this 17 insulation to go on there and they would band it on 18 there. So when the millwright will come along, he 19 would cut the bands off and remove that insulation. 20 Therefore, he wouldn't be tearing it all to pieces 21 to get it off and then they would have to come back 22 and reinsulate that whole thing every time. 23 Q. Sort of like putting the two halves 24 together? 25 A. Yes, sir.
Page 158 1 short run. 2 Q. Okay. 3 A. But not on daily basis. 4 Q. So, the insulators, and correct me if I'm 5 wrong, for the most part were taking 50-pound bags 6 of cement, dumping them into a trough, making the 7 mud and putting that mud on the steam spines that 8 they were insulating? 9 MR. THOENSEN: Object to the form. 10 THE WITNESS: They would put it on 11 it -- like I said earlier, if I stripped the 12 line back this far in order to get the bolts 13 and studs out, they would reinsulate that -- 14 done it that like. Most of the insulation was 15 put on the lines when the line was constructed 16 -- when construction was going on. 17 BY MR. HERNES: 18 Q. Okay. 19 A. When they put the lines in, then they 20 insulated the lines, and that was a permanent deal 21 unless you tore the line out. But on all your 22 vessels like you got all kinds of equipment on your 23 deicers and reactors and all of that that you had to 24 tear out and rebuild. And in the beginning, back in 25 the early part of the 70s that insulation was put on	Page 160 1 Q. Mixing them in place, whatever. 2 A. That's on the vessels, as far as -- 3 Q. Valves and pumps and stuff like that? 4 A. Anything that you had to remove off of that 5 vessel. They made it themselves though there at the 6 shop. 7 Q. The fabrication shop? 8 A. Yes. 9 Q. Okay. 10 A. That was only on -- when I'm speaking in 11 terms of that, that was only on equipment on these 12 vessels that we had to remove and repair and rebuild 13 and put back on. The rest of the insulation in 14 there was a permanent -- what I would call permanent 15 insulation on the line. 16 Q. Okay. Now, for some of these frames -- or 17 outages where you come in and, you know, for a whole 18 week everybody was working to repair various things 19 in the plant -- 20 A. Yes, sir. 21 Q. -- the insulators would have to reinsulate 22 some of the lines on those occasions, correct? 23 A. Yes. 24 Q. And now would laborers be used in those 25 instances to come in and take off the insulation if

Page 161 1 they were removing the steam line or replacing the 2 steam line? 3 A. No, the insulators did it all. 4 Q. They would come in and do that? 5 A. Yes. 6 Q. You and the pipefitters would put the lines 7 back up? 8 A. Right. 9 Q. And then the insulators would come back and 10 insulate the lines? 11 A. Right. 12 Q. And the way they would insulate those lines 13 is, in that regard, would they use this half round, 14 half moon stuff to replace it? 15 A. I've only seen them use that maybe once or 16 twice. 17 Q. Okay. 18 A. In my eight or nine years. And the rest of 19 the time, they insulated that thing with mud, I 20 guess. 21 Most of the time, insulators done their job 22 and we weren't in there working when they was 23 working there. And they wouldn't be in our area 24 where we was working at. You know what I mean? We 25 wouldn't be in one another's way. But most of the	Page 163 1 A. If I'm working on the fourth floor and he's 2 working on the second floor, I'd get dose of it. 3 Q. Okay? 4 A. Because the vacuum pull is sort of like you 5 got a fan -- an exhaust fan up here running from 6 those floors being opened, you know, it just 7 (indicating). Everything goes thing goes up. 8 MR. COLLIER: Object to the 9 nonresponsive portion. 10 BY MR. HERNS: 11 Q. And the heat in the facility would keep 12 things sort of circulating around? 13 MR. COLLIER: Object to the form. 14 THE WITNESS: Yes, sir. 15 BY MR. HERNS: 16 Q. I noticed in your worksheet that you 17 mentioned boilers. Did Daniel have its own 18 boilermakers or did you work on boilers? 19 A. No. The boilers was down at the DMT plant. 20 When they had shutdowns, we go down there and we may 21 have to scrape and clean a lot of work on the 22 boilers, but they did that work on the boilers 23 theirselves down there. 24 Q. Who is that? 25 A. Daniel that worked in that area.
Page 162 1 time, insulators, if they was insulating, you'd be 2 working over here somewhere. 3 Q. Okay. You mentioned earlier that the floor 4 was sort of a grated floor that dust could float 5 through all throughout the plant? 6 A. Yes. 7 Q. It's not like you were working in a room 8 like we're in right now -- 9 A. No. 10 Q. -- and the insulators were working in the 11 room down on the other side of the hotel, everything 12 was still open and you had grated floors and all 13 sorts of heat -- 14 MR. COLLIER: Object to the form. 15 THE WITNESS: A good portion of the 16 plant, it had grated floors. From the second 17 floor to the fourth floor, it had grated 18 floors. And then in some spots on the second 19 floor, you had cement floors. Part of it was 20 grated and part of it wasn't. 21 BY MR. HERNS: 22 Q. So if I had an insulator on the fourth 23 floor mixing up a trough full of asbestos cement or 24 asbestos mud, when he dumps that 50-pound bag into 25 the trough --	Page 164 1 Q. Oh, okay. 2 A. There was experts on the boilers, and we 3 wasn't because we didn't work -- we did mostly the 4 cleanup work on them. 5 Q. Were you ever in the area when a boiler was 6 being worked on? 7 A. Yes. 8 Q. Were you ever in the area when a boiler was 9 being reinsulated? 10 A. No, not when it was being insulated. But I 11 have did a lot of scraping. And like I was talking 12 about in those vessels with all the gunk in them, we 13 done the same thing around the boilers. 14 Q. Are you talking about being inside the 15 boiler when you're doing that? 16 A. I'm talking about inside the tanks and 17 everything, but the boiler itself -- all the piping 18 is running to and fro from the boiler, we cleaned it 19 up, cleaned the flanges up on it and all of that. 20 Q. Okay. Those pipes -- 21 A. The experts worked on the boiler itself. 22 Q. Okay. Those pipes and flanges were 23 insulated, weren't they? 24 A. Yes. 25 Q. What were they insulated with?

Page 165 1 MR. COLLIER: Object to the form. 2 THE WITNESS: With asbestos. 3 BY MR. HERNES: 4 Q. With what? 5 A. Asbestos. 6 Q. Was that the mud or was it the half around 7 type material? 8 A. It had to be the mud. 9 Q. Okay. Now, you mentioned that you've seen 10 pipe insulation being used a couple of times at the 11 plant. Would they put the pipes on and then cover 12 it with asbestos cloth and then put an initial 13 covering of mud on it? 14 MR. COLLIER: Object to the form. 15 THE WITNESS: I couldn't really, 16 really tell you and give you a truthful answer 17 because I never really, really watched them 18 that close. I never was an insulator, so I 19 didn't really pay attention to how they did it. 20 All I know they was there and they did it. 21 I have seen them put half moons on 22 short runs of the piping and not often. 23 BY MR. HERNES: 24 Q. Did you ever see any package of insulation 25 out at the facility with the Kaylo on it, K-A-Y-L-O?	Page 167 1 would shut that whole DMT plant down, and they would 2 pull us out from up there at Hoechst down there to 3 help out. And we just did whatever they asked us to 4 do down there on a help out basis. 5 So I don't know whether they called 6 specialists in to work on the boilers or what. I 7 couldn't answer that question. 8 Q. When you were out at the Celanese plant, 9 were you ever sent to have a chest x-ray done while 10 you were employed with Daniel? 11 A. No, sir. 12 Q. Did you ever hear of any -- after you had 13 left any co-workers being sent to have a chest x-ray 14 done? 15 A. No, sir. 16 Q. You've mentioned several different 17 companies and products that you worked with, at 18 Celanese. During your work there for Daniel, do you 19 recall ever working with a product manufactured by 20 Goodrich? 21 A. Goodrich? 22 Q. Goodrich. You're probably familiar with 23 the name? 24 A. I'm familiar with the name, but I don't 25 recall working with a product by that name.
Page 166 1 A. No, sir. I don't recall. 2 Q. These experts working on the boilers, were 3 these non Daniel employees? 4 A. No, they was Daniel's employees, but they 5 work there all the time. I mean, that was where 6 they worked at and they were specialized in that 7 particular type of equipment that they had down 8 there at the DMT plant. They was trained and 9 supervised and very well schooled on exactly how to 10 work on what they had there. 11 Q. Were they called boilermakers or were they 12 engineers? What were they referred to as? 13 A. Well, they were referred -- just Daniel 14 employees. 15 Q. Okay. You don't know any special? 16 A. No. 17 Q. You don't know if they were called 18 something special like you were called maintenance 19 man? 20 A. No. I don't know whether they were 21 called -- I don't know whether they were called 22 any -- especially seeing, when we had those 23 shutdowns, they would pull us down there to help out 24 on the shutdowns because they wouldn't have, say, a 25 week to do this major P.M. job down there. And they	Page 168 1 Q. Out at the Celanese plant? 2 A. No. 3 MR. HERNES: Thank you, sir. That's all I 4 have. 5 THE WITNESS: Thank you, sir. 6 MR. MCDOWELL: Why don't we -- based on 7 what we talked about earlier, we'll just it a day. 8 And I know that Catherine will be getting back to 9 you guys shortly on when this will continue. I 10 think her target date would be -- just in having 11 conversations, it will be the Tuesday after 12 Thanksgiving so that would be -- 13 MR. MERIWETHER: That might be 14 optimistic depending on trial schedules. 15 THE WITNESS: I have chemo coming up 16 again. I don't know exactly -- 17 MR. MCDOWELL: That's another factor 18 we need to determine. 19 (Off the record.) 20 THE COURT REPORTER: Does anyone not 21 want a copy? 22 MR. BOGLE: I do not want a copy. 23 MR. HERN: I do not want a copy. 24 MR. ROOT: E-tran only. 25 THE COURT REPORTER: Do you want a copy?

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1	MR. MCDOWELL: Yes.
2	(The deposition was concluded at 2:19 p.m.)
3	SIGNATURE OF DEPONENT
4	
5	I, the undersigned, DENNIS SEAY, do hereby
6	certify that I have read the foregoing deposition
7	and find it to be a true and accurate transcription
8	of my testimony, with the following corrections, if
9	any:
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1	CERTIFICATE OF REPORTER
2	I, SHARON G. HARDOON, Court Reporter,
3	Notary Public, State of South Carolina at Large, do
4	hereby certify that the foregoing transcript is a
5	true, accurate and complete record.
6	
7	I further certify that I am neither related
8	to nor counsel for any party to the cause pending or
9	interested in the events thereof.
10	
11	Witness my hand, I have hereunto affixed my
12	official seal this 2nd day of December 2013 at
13	Greenville, Greenville County, South Carolina.
14	
15	
16	
17	Sharon G. Hardoon
18	Court Reporter, Notary Public
19	My commission expires:
20	April 7, 2018
21	
22	
23	
24	
25	

EXHIBIT C

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1 IN THE COURT OF COMMON PLEAS 2 COUNTY OF SPARTANBURG 3 DENNIS SEAY and LINDA SEAY, 4 Plaintiffs, 5 vs. CASE NO.: 2013-CP-42-03915 6 JM Company, et. al., 7 8 Defendant. 9 10 DEPOSITION OF: DENNIS SEAY, VOLUME II 11 DATE: January 16, 2014 12 TIME: 1:00 p.m. 13 LOCATION: 630 Overhill Drive Spartanburg, SC 14 15 TAKEN BY: Counsel for the Defendants 16 REPORTED BY: SHARON G. HARDOON, 17 Court Reporter, Notary Public 18 19 20 21 22 COMPUSCRIPTS, INC. 23 A Full-Service Court Reporting Agency Post Office Box 7172 Columbia, South Carolina 29202 24 803-988-0086 1-888-988-0086 25 compuscripts.com	1 APPEARANCES CONTINUED: 2 ATTORNEYS FOR DEFENDANT WILLIAM PONELL, CO.: 3 4 RICHARDSON PLOWDEN, ATTORNEYS AT LAW BY: JOSEPH E. THOENSEN 1900 Barnwell Street 5 Columbia, SC 29201 (803) 253-8719 jthoensen@richardsonplowden.com 6 7 8 ATTORNEYS FOR THE DEFENDANT CNA HOLDINGS, LLC: 9 HAWKINS, PARNELL THACKSTON & YOUNG, LLP 10 BY: ERIC T. HAWKINS 4000 SunTrust Plaza 11 303 Peachtree Street NE Atlanta, GA 30308 (404) 614-7479 ehawkins@hptylaw.com 12 13 14 ATTORNEYS FOR THE DEFENDANT CRANE CO., CHICAGO PNEUMATIC, 15 WIGBEE, INC.: 16 NELSON, MULLINS, RILEY & SCARBOROUGH, LLP BY: ROBERT O. MERINETHER 17 1320 Main Street Columbia, SC 29201 (803) 255-9469 robert.meriwether@nelsonmullins.com 18 19 20 21 ATTORNEYS FOR THE DEFENDANT INGERSOLL RAND, CBS CORP., SPIRAX-SARCO: 22 EVERT, WEATHERSBY, MOUFF, ATTORNEYS AT LAW BY: FRANCES L. SPINELLI 23 2455 Peachtree Road NE, Suite 1550 Atlanta, GA 30326 (678) 651-1200 fspinelli@owhlaw.com 24 25
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1 APPEARANCES: 2 ATTORNEYS FOR THE PLAINTIFF DENNIS AND LINDA SEAY: 3 4 SIMON, GREENSTONE, PANATIER, BARTLETT, A PROFESSIONAL CORPORATION BY: KATHRYN A. PRYOR 5 3232 McKinney Avenue, Suite 610 Dallas, TX 75204 (214) 276-7680 6 kpryor@sqbplaw.com 7 8 and KASSEL, MCVEY BY: THEILE B. MCVEY 1330 Laurel Street 9 Columbia, SC 29202 (803) 256-4242 tmcvey@kassellaw.com 10 11 ATTORNEYS FOR THE DEFENDANT SULZER PUMPS (US), INC.; PACO PUMPS, I/K/A PACIFIC PUMPING COMPANY: 12 GALLIVAN, WHITE & BOYD, P.A. BY: STEPHANIE G. FLYNN 13 55 Beattie Place, Suite 1200 Greenville, SC 29603 (864) 271-9580 sflynn@gwbllawfirm.com 14 15 16 ATTORNEYS FOR THE DEFENDANT JOHN CRANE: 17 RICHARDSON PLOWDEN, ATTORNEYS AT LAW BY: JAMES H. ELLIOTT 18 40 Calhoun Street, Suite 220 Charleston SC 29401 (843) 805-6550 jelliott@richardsonplowden.com 19 20 21 22 23 24 25	1 APPEARANCES CONTINUED: 2 ATTORNEYS FOR THE DEFENDANT HOKE, INC.: 3 4 KERNODLE, ROOT, COLEMAN, ATTORNEYS AT LAW BY: DAVID A. ROOT 914 Folly Road, Suite 2 5 Charleston, SC 29422 (843) 795-7800 droot@kernodlelaw.com 6 7 8 ATTORNEY FOR THE DEFENDANT. UNION CARBIDE CORPORATION, FMC CORP. CROSBY VALVE, INC.: 9 10 HAYNSWORTH, SINKLER & BOYD, P.A. BY: SCOTT E. FRICK North Main Street, Second Floor 11 Greenville, SC 29602 (864) 240-3200 sfrick@hsblawfirm.com 12 13 14 ATTORNEYS FOR DEFENDANT GOODYEAR: 15 WOMBLE, CARLYLE, SANDRIDGE & RICE, P.A. BY: MICHAEL JAMES BOGLE 550 South Main Street 16 Suite 400 Greenville, SC 29603 (864) 255-5426 mbogle@wcsr.com 17 18 19 20 ATTORNEYS FOR THE DEFENDANT SPECIAL ELECTRIC COMPANY: 21 THE VAN WINKLE LAW FIRM BY: ALLAN R. TARLETON 22 11 North Market Street Asheville, NC 28801 (828) 256-2991 atarleton@vwlawfirm.com 23 24 25 Also Present: Linda Seay

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1	INDEX	1	as possible. I represent Hoechst. I think there
2	WITNESS/EXAMINATION	2	probably still will be some jumping around. If I
3	Witness Name	3	do, I apologize. I'll try to keep it on track as
4	Dennis Seay	4	much as possible.
5	Examination By Mr. Meriwether	5	When I was reading through your transcript
6	Examination By Ms. Spinelli	6	last time, there was a lot of talk about lines. It
7	Examination By Mr. Tarleton	7	seems like, I guess, there were three main lines at
8	Examination By Mr. Elliott	8	Hoechst; Dowtherm, steam and chill water.
9	Examination By Mr. Hawkins	9	A. Right.
10	Examination By Mr. Meriwether	10	Q. Did you work on any other type of lines at
11	Examination By Ms. Spinelli	11	the facility?
12	Certificate of Reporter	12	A. Well, mostly Dowtherm lines and steam lines
13		13	and some chill lines, as far as piping going to
14		14	different vessels and cooling different areas like
15		15	on the bearing and seal area. Different vessels
16		16	that has a lot of heat in it, yes.
17		17	Q. Okay. Were the steam lines used to -- do
18		18	those run to equipment in the facility?
19		19	A. Yes. We had steam lines. Miles and miles
20		20	of steam lines with Hoechst fibers running
21		21	everywhere in there.
22		22	Q. The Dowtherm lines, were those used to heat
23		23	the facility?
24		24	A. The Dowtherm run to -- we had -- like your
25		25	spin beams is Dowtherm run from the boilers to the
Page 177		Page 179	
1	STIPULATION	1	spin beam. The different areas -- degassers,
2	It is stipulated by and between counsel	2	reactors, different pieces of equipment that
3	that this deposition is being taken in accordance	3	required where the polymer is being melted. And
4	with the South Carolina Rules of Civil procedure,	4	that's what we used to melt the polymer with was
5	Rule 30; that all objections as to notice of this	5	the Dowtherm.
6	deposition are hereby waived; that all objections	6	Q. Okay. So these lines were used kind of in
7	except as to form are reserved until the time of	7	the operation of the plant?
8	trial; and that the deponent waives reading and	8	A. Operation of the plant, true.
9	signing of this deposition and objection by one is	9	Q. So it sounds like the lines were fairly
10	objection by all.	10	important to the operation of the business; is that
11	DENNIS SEAY,	11	fair?
12	being first duly sworn, testified as follows:	12	A. Very important.
13	EXAMINATION	13	MS. PRYOR: I'm going to object to
14	BY MR. HANKINS:	14	form.
15	Q. You okay to go, Mr. Seay?	15	THE WITNESS: If they didn't operate,
16	A. Yes.	16	it wouldn't run.
17	Q. Am I saying that correctly, Seay?	17	BY MR. HANKINS:
18	A. Seay.	18	Q. Okay. Outside of these lines was there any
19	Q. I wasn't here last time. My name is Eric	19	way to get the steam or the Dowtherm to the
20	Hawkins. It's nice to meet you.	20	machinery and equipment?
21	A. Nice to meet you.	21	A. No.
22	Q. And I appreciate you having us here in your	22	Q. So when the lines were down, it was
23	house today. If you need to take a break or	23	important to repair those lines and get them
24	anything, just let me know and we'll gladly do that.	24	operational?
25	I tried to streamline my questions as much	25	A. Very important because if the line was

1 down -- unless you could bypass, if it was coming
2 off your main line -- see, back in the early 70s, we
3 got our steam from the DNT plant which was down next
4 to 85.
5 Q. Okay.
6 A. And that's where we got our steam from.
7 See, it came up through there on the main line. And
8 then when it got up there to spinning, it spread
9 out. It went to the poly building, went to the
10 stretch line and spinning. It went all over the
11 plant from that point.
12 And if you had a valve go out -- if you're
13 say on the stretch line, it's very important to get
14 that back running as quick as you could.
15 MS. PRYOR: I'll just have an
16 objection to form.
17 THE WITNESS: I don't know if I'm
18 answering your question the way I should have.
19 MS. PRYOR: And, Dennis, real quick,
20 after he asks the question, sometimes I'm just
21 going to object and that's just to his
22 question. So if you'll give us just one minute
23 before you answer just so I can get that
24 objection out there.
25 THE WITNESS: Okay.

1 MS. PRYOR: Sound good?
2 BY MR. HAWKINS:
3 Q. Okay. You mentioned -- like if a valve
4 went out -- if a valve went out or there was a
5 problem in that line would there be a portion of the
6 plant that would be inoperational?
7 MS. PRYOR: Object to the form.
8 THE WITNESS: Well, yeah. We'd cut
9 the valve off. The next closest valve to that
10 line, we would cut it off and repair that valve
11 and put it back on.
12 BY MR. HAWKINS:
13 Q. Oh, okay.
14 A. Normally, the way we would operate it. In
15 other words, if the steam went off, say, up on the
16 stretch line, it wouldn't shut -- it wouldn't shut
17 spinning down or nothing like that. It would shut
18 the operation above that down.
19 BY MR. HAWKINS:
20 Q. Okay. So if something went off on the
21 stretch line it would shut down the stretch line?
22 A. Yeah.
23 Q. And if something went down on the spinning
24 line, it would shut down the spinning line?
25 A. As far as I know.

1 Q. Okay.
2 A. I mean, as far as my recollection.
3 Q. So would you agree that these lines were
4 important to the operation of Hoechst Celanese?
5 MS. PRYOR: Object to the form.
6 THE WITNESS: Very important.
7 BY MR. HAWKINS:
8 Q. When a failure occurred was it important
9 for you to make a repair quickly?
10 MS. PRYOR: Object to form.
11 THE WITNESS: Repeat the question.
12 BY MR. HAWKINS:
13 Q. I'm sorry. Excuse me. If a line went down
14 and there was failure was it important for you to
15 perform the repair quickly?
16 A. Yes.
17 Q. And that would be the case no matter where
18 the repair was made in the facility, right?
19 A. Yes.
20 Q. You also mentioned repairing some equipment
21 last time during your deposition. When you made a
22 repair was it because there was something wrong with
23 the equipment?
24 A. Right.
25 Q. So in other words, you had two types of

1 repairs or work that, that I understood from your
2 deposition -- sorry. I'm asking an unartful
3 question here.
4 You talked about preventative maintenance
5 and repairs generally. Is that the two types of
6 work that you did at Hoechst Celanese?
7 A. Right, preventative maintenance. And a lot
8 of times we have shutdowns, you know, in which we
9 have preventative maintenance too.
10 Q. Okay.
11 A. And then emergency -- was the type.
12 Q. Okay. And the preventative maintenance
13 was -- it's my understanding that it was scheduled
14 at certain times during the year?
15 A. Right.
16 Q. Would it be twice a year that you did
17 preventative maintenance?
18 A. Most of the time maybe once or twice. On
19 the average, probably once a year that we had what
20 you might say a shutdown on the line. And that's
21 pretty well go through the whole line from the
22 operation, say, from spinning all the way across the
23 stretch line and catch repairs and replace parts
24 that we know in advance needs to be done.
25 Q. Okay. So you were looking for any

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1 equipment that may be broken and also 2 anticipating -- 3 A. Anticipating it to be broken. 4 Q. Okay. So preventative maintenance was 5 performed even in times when there was no issue with 6 the equipment? 7 A. Right. 8 Q. And was the purpose of that to identify 9 issues before they occur? 10 A. The purpose of preventative maintenance is 11 to prevent the line going down in the future and 12 costing you production. When you're scheduled to go 13 down, you're catch-all is preventative maintenance 14 then. And that way, in the long run, next month, 15 this particular vessel that is about to tear up, you 16 done fixed it so you won't have a shutdown or loss 17 of product on account of that, is the purpose of 18 preventative maintenance. 19 Q. Okay. So the preventative maintenance was 20 done to ensure the plant would continue to 21 operating? 22 A. Right. 23 Q. Would you say that preventative maintenance 24 is essential to the operation of the plant? 25 MS. PRYOR: I'm going to object to	1 it would only be a Daniel employee that repaired 2 it? 3 MS. PRYOR: I going to object to form. 4 Go ahead, if you know. 5 THE WITNESS: As far as I know. 6 BY MR. HAWKINS: 7 Q. Okay. Did you ever see anyone else besides 8 Daniel employees making repairs at the plant? 9 A. Not unless they had an outside contractor 10 come in on a specific -- specific piece of machinery 11 or something, but mostly it was Daniel that did the 12 repair work. 13 Q. So generally if a piece of equipment went 14 down, there was only you or another Daniel employee 15 that would make those essential repairs? 16 MS. PRYOR: Object to form. 17 THE WITNESS: Yeah. 18 BY MR. HAWKINS: 19 Q. And the repairs, whether you did them or 20 another Daniel employee, those were done to keep the 21 plant operational? 22 MS. PRYOR: Object to the form. 23 THE WITNESS: Correct. 24 BY MR. HAWKINS: 25 Q. Did Hoechst ever give you instructions
Page 185	Page 187
1 form. Go ahead. 2 THE WITNESS: Very important. 3 BY MR. HAWKINS: 4 Q. And then in terms of the repairs, the 5 repairs were done when either, like, some particular 6 type of equipment -- I know you talked a lot about 7 that equipment last time, but when one of those 8 pieces of equipment failed, then you would perform a 9 repair; is that fair? 10 A. Yeah. 11 Q. Okay. And when there's -- the repairs were 12 made basically to get the machinery or equipment 13 back up and running so the plant could continue 14 operating, right? 15 A. Right. 16 Q. And then when you made those repairs the 17 factory workers could keep doing their jobs, right? 18 A. Correct. 19 Q. Now, after you made your repairs then -- 20 MR. HAWKINS: Well, strike that. 21 BY MR. HAWKINS: 22 Q. It sounds like, I guess, Daniel employees 23 took care of all the maintenance at the plant? 24 A. Yes. 25 Q. So if any equipment broke down in the plant	1 about repairing equipment? 2 A. No. 3 Q. Those instructions would come from your 4 supervisors? 5 A. Right. 6 Q. And then would your supervisors get their 7 instructions from Hoechst? 8 A. Right. 9 Q. Would it be the lead man, is that the 10 person that -- 11 A. Right. 12 Q. So Hoechst provided instructions to the 13 lead man? 14 A. Right. 15 Q. And then did you have meetings in the 16 morning where you would get your assignments for the 17 day? 18 A. We would get our assignments every 19 morning. 20 Q. Okay. 21 A. And we carried those out on a daily basis 22 like that. We would all meet in the shop and two or 23 three go this direction. There were different 24 places that we had equipment that needed repaired or 25 replaced. And then we would have some that would

Page 188 1 just catch emergencies during the day, whatever. 2 Q. Okay. So there would be some crews that 3 would just stand by waiting to make repairs during 4 the day? 5 A. Well, mostly you had shift workers, 6 maintenance shift workers. And most of the time 7 when you was out like that, a shift worker would 8 handle, you know, emergency -- if it was a one-man 9 job, a shift worker would handle that a lot of 10 times. 11 Q. Okay. You testified about some parts room 12 the last time or a storeroom, I believe. 13 A. A what? 14 Q. A storeroom where parts were kept? 15 A. Yeah. A supply room. 16 Q. I believe you said that there could be even 17 millions of dollars worth of parts in that 18 storeroom? 19 A. Correct. 20 Q. And were the products in the storeroom kept 21 so that you could fix most of the equipment in the 22 plant? 23 A. Sir? 24 Q. Were those parts in the storeroom there so 25 you could have them accessible to fix the parts in	Page 190 1 running. 2 A. Right. 3 Q. Did that help to make your job faster 4 then? 5 MS. PRYOR: Object to the form. 6 THE WITNESS: Yes. 7 BY MR. HAWKINS: 8 Q. And it cut down on down time at the 9 factory? 10 A. Correct. 11 Q. Would you agree that there was lot of 12 equipment in that Hoechst Celanese -- 13 A. A lot. 14 Q. And each piece of equipment in that factory 15 serves a purpose, right? 16 A. Correct. 17 Q. And so each piece of equipment is then 18 essential to the manufacturing operation? 19 MS. PRYOR: I'm just going to object 20 to form. Go ahead, if you understand. 21 THE WITNESS: I didn't quite 22 understand the question. 23 BY MR. HAWKINS: 24 Q. Would you agree that each piece of 25 equipment in the factory then is essential to the
Page 189 1 the plant? 2 A. Right. Just about every -- as far as I 3 know, just and every piece of equipment in there had 4 the blueprints. And everything was set up to where 5 you had two or three basic parts to rebuild this 6 whole -- if it was a box or a pump, or whatever, to 7 rebuild it. And they always kept so many parts in 8 there for that one particular thing at all times. 9 So there was millions of dollars worth of parts 10 concerning PIVs and gearboxes and whatever in there 11 at all times. 12 Q. And then when you had those parts so close 13 by then you didn't have to order them. 14 A. Right. Plus the fact -- plus the fact your 15 line is supplying, say, 70 -- one line -- especially 16 in Staple B, one line is supplying like 70 or 80 17 bails a shift of fiber. Seven hundred and something 18 pounds. 19 And as high as that stuff is a pound, you 20 wouldn't want a 20 dollar item to shut that line 21 down. So they tried to have everything set up on 22 stock to where anything that tore down we had a 23 spare part for it where it could be easily fixed. 24 Q. Okay. So then you could get the parts and 25 make the repair quickly and get the line back	Page 191 1 manufacturing operation? 2 MS. PRYOR: Same objection. 3 THE WITNESS: Correct. 4 BY MR. HAWKINS: 5 Q. Like you said, you don't want a 20 dollar 6 piece of equipment to shut down a million dollar 7 line, right? 8 A. Right. 9 Q. And it was important to get those parts 10 from the storeroom so you could make your repairs, 11 right? 12 A. Correct? 13 Q. You mentioned some insulation and mud at 14 your last deposition, do you recall that? 15 A. Yes. 16 Q. Were both of those products used on the 17 lines? 18 A. Sir? 19 Q. Was the insulation and the mud used on the 20 lines? 21 A. The mud was used -- all of your steam, 22 Dowtherm and hot waterlines was insulated with 23 asbestos insulation. Your chill water -- your chill 24 water was -- I think was just plain insulation, and 25 we had miles and miles. If you wanted to calculate

Page 192 1 the piping that was in there, it involved miles and 2 miles of it, if you wanted to put it in mileage. 3 Q. You said, I guess, originally some of those 4 steam lines came from the DMT plant? 5 A. Yes. 6 Q. How far would that be from where you 7 were? 8 A. The DMT plant probably -- oh, shoot. Two 9 or 300 yards the fiber plant. DMT was by itself 10 down right on 85 down there. 11 Q. I saw you grabbing your side. Do you need 12 to take a break or anything? 13 A. Sir? 14 Q. I just noticed you were grabbing your side. 15 A. No. 16 Q. You're okay? 17 A. Yeah. 18 Q. All right. Was part of that insulation 19 used to prevent heat loss so you could maintain the 20 temperature? 21 A. Correct. 22 Q. Was insulation also used to keep people 23 from getting burned? 24 A. It was mostly -- insulation on all your 25 piping and all was mostly to keep the piping hot.	Page 194 1 A. Staple A was your old first -- the first 2 plant that was built. That's when you come in the 3 main entrance there, past the gate house and go 4 straight down. It was on the left there. 5 Q. Okay. 6 A. And then later on, in the latter -- the 7 middle part of the 70s they built Staple B which was 8 right below Staple A, and I worked all over the 9 Staple A there. 10 And then they set up a PIV, a gearbox and a 11 pump workshop and they moved me in there. And I 12 worked in there for a year. I worked on all the 13 gearboxes and rebuilt a lot of pumps and different 14 things in there. They would send pumps from the DMT 15 plant sometimes from the poly building and Staple A 16 there, which is your old fiber plant. I didn't work 17 on them all the time. I worked on them as needed. 18 Q. Okay. The PIV pump gearbox -- 19 A. Right. 20 Q. -- was that a separate building? 21 A. That was up there -- I don't know whether 22 you're familiar with that place or not. But up 23 there, when you come in the gate, you go down there 24 a little ways and turn left like you're going to go 25 in the office there on the left. You had your
Page 193 1 Because you take the Dowtherm, for instance, it 2 takes a certain degree to melt that polymer. And 3 your Dowtherm is your heating source to melt it and 4 it's got to maintain a temperature. If it don't, it 5 won't do its job and then your line goes down and 6 you lose all your packs and everything else on that 7 particular one line which runs into thousands of 8 dollars. 9 Q. Oh, okay. 10 A. So that's what the insulation is for 11 mainly. 12 Q. I didn't mean to you cut you off there. 13 A. No, that's okay. 14 Q. So the insulation is important to the 15 manufacturing to keep the temperature hot on those 16 lines? 17 MS. PRYOR: Object to form. 18 THE WITNESS: Yes, it is. 19 BY MR. HANKINS: 20 Q. You talked about, I believe -- it's my 21 understanding that you worked primarily in Staple A 22 and B in the stretch line areas; is that right? 23 A. Correct. 24 Q. Okay. Which building were those located 25 in?	Page 195 1 cafeteria there. You had your warehouse there, and 2 the gearbox shop was there in the warehouse. They 3 built it in the warehouse. 4 Q. Do you know how much area it took up in the 5 warehouse? 6 A. Oh, it wasn't probably about -- maybe three 7 times as big as this room. 8 Q. Oh, okay. What would you say this room is 9 maybe? 10 A. About 17 -- probably about 17 by 13. 11 Q. Okay. And in that PIV gearbox area was it 12 closed off or was it open? 13 A. It was closed off. You know, we had 14 overhead cranes set up in there and we had big old 15 wash vats. Of course, we had vents on the wash vats 16 where we would use different type -- I done forgot 17 now what kind of stuff we used. When we take a 18 casing or something and set it down in and let it 19 soak overnight. It would agitate, you know. When 20 you come in the next day, it would be nice and 21 clean. All you would have to do is just blow it off 22 and you're ready to put it back together. 23 Q. So there would be wash vats to like wash 24 metal equipment, that type of stuff? 25 A. Right.

Page 196 1 Q. Were there any lines in the PIV gearbox 2 area? 3 A. Any what? 4 Q. Any lines, steam lines, Dowtherm, anything 5 like that? 6 A. No. 7 Q. Okay. And in the warehouse, would that 8 just be finished product that they were storing? 9 A. Yeah, that is the place where they stored 10 the fiber getting ready to ship it out. 11 Q. Were there any steam or Dowtherm lines in 12 the warehouse area? 13 A. I know there wasn't no Dowtherm lines. 14 There might have been some steam lines. I don't 15 know. I don't remember whether there were or not. 16 Q. Do you recall -- I guess if you don't 17 recall the lines, you don't recall anybody repairing 18 any insulation in that building? 19 A. Not in that building. 20 Q. Okay. Now Staple A, when you go inside the 21 building what all is in that building? 22 A. Well, you go in Staple A, it's got your raw 23 material coming from the DMT. In chip form it comes 24 in. And it goes through your -- the whole operation 25 goes through a dryer and it dries the chips. And	Page 198 1 into a -- I mean, where your polymer is being 2 melted and forming into a fiber form, it was 3 separated from the stretch line and then you had 4 basement, first floor, second floor, third floor, 5 fourth floor and each floor had different equipment 6 on it. 7 Q. And then when you worked in those 8 buildings, did you stay in one area? 9 A. No. 10 Q. You kind of rotated through? 11 A. Right. 12 Q. And was there any -- 13 A. The only time I stayed in one area was when 14 I was in the repair shop, gearbox and pump repair 15 shop. And then I was confined to that area. I went 16 out on the floor doing routine work out there. 17 Q. And when you rotated, would you just go 18 wherever there was a repair that needed to be 19 made? 20 A. Right. 21 Q. Okay. Did you have any area in that 22 building where you kept your tools or equipment or 23 anything like that? 24 A. Well, I kept my tools -- when I was out on 25 the floor, we had a shop that we came to. You know,
Page 197 1 then it goes through your scooter head. It goes 2 through a degasser and pulls all the impurities out 3 of it. And then it goes to your spin beam. Then it 4 goes down over your cooling process to cool it 5 through your sunflower wheels in the -- in the part 6 to catch the fiber in. And then it leaves there and 7 goes to the stretch line and it goes through the 8 operation of the stretch line and then it goes to 9 the belter and swell up and then it goes to the 10 storehouse, and that's Staple A and B's complete 11 operation. 12 Q. Staple B was set up the same way? 13 A. The same way. 14 Q. Okay. 15 A. Staple B was a continuous poly line. It 16 came to us as a melted product from the beginning. 17 Which Staple A was the old operation. It could come 18 to us in chip form. 19 Q. These different areas were they all open in 20 Staple A? 21 A. Yeah. 22 Q. So it was just like one big room? 23 A. Well, no. You had your stretch line and 24 then you had a stretch line and the finish line back 25 there where you -- fibers being melted and forming	Page 199 1 we'd meet every morning. That's where we brought 2 stuff in to work on it and take it back out and put 3 it on the line and stuff like that. We kept our 4 tools in there. At night, that's where we kept our 5 toolbox. 6 But from there, during the work day, we 7 carried our tool box with us. Most all of us had 8 big tool boxes with wheels on it and we carried our 9 workshop with us everywhere we went. 10 MS. PRYOR: How are you doing, sir? 11 THE WITNESS: All right. 12 BY MR. HAWKINS: 13 Q. Outside of those buildings, did you ever 14 work in any other buildings? 15 A. Mm-hm. 16 Q. Okay. 17 A. I just worked in spinning and stretch. 18 Q. Okay. You talked about insulators. I 19 guess there were insulators onsite at Hoechst? 20 A. Sir? 21 Q. There was an insulation crew onsite? 22 A. Yes, yes, yes. 23 Q. Did they have their own shop? 24 A. In the beginning, if I'm not mistaken, the 25 back of -- the back of Staple, going towards that

Page 200 1 supply room I was talking about, on the right you 2 had the carpenters -- if I'm not mistaken, you had 3 the carpenters and the insulators together in the 4 same building there on the right. 5 Now, later on, I think the insulators got 6 their own shop, if I ain't mistaken. I might be 7 wrong. But if I remember correctly, in the 8 beginning, your insulators and your carpenters was 9 working out of the same building. 10 Q. Okay. 11 A. It wasn't a very big building either. 12 Q. Did you ever work in that building? 13 A. No. 14 Q. Did you ever work as an insulator? 15 A. No. 16 Q. Did you ever install any insulation? 17 A. I've tore some off. A lot of times, around 18 those degassers and reactors, in the beginning -- in 19 the beginning, they would put that mud on there and 20 then that tremendous heat would more or less cook 21 that stuff on there, you know. 22 And then when we come back and have to 23 remove the pump or whatever is pulling the fiber out 24 of the vessels, we got to chisel that stuff off. 25 And it got to where it was such a bad process and	Page 202 1 so hard to get what you was working on out without 2 being very destructive. That was really the only 3 part that was modified to where the insulation was 4 easier to take off, you know. 5 Q. Okay. 6 A. Because most of the time when a line shut 7 down on PM, it would be shut down so many hours, and 8 they pretty well set a deadline and they want the 9 dead line held. 10 And tearing the insulation all off was 11 slowing the process down a whole lot. So, I don't 12 know who come up with that idea but it was a very 13 good one. 14 Q. After you cut the insulation off would you 15 install it, reinstall it when you were done with 16 your work or would insulators come back? 17 A. At first, we would install, but finally the 18 insulators would come back and put it back on. 19 Q. Oh, okay. 20 A. We took it off and they'd come back and put 21 it on. 22 Q. And then like installing the insulation on 23 the equipment would that be the only time that you 24 installed the insulation? 25 MS. PRYOR: Object to the form.
Page 201 1 such -- such a rough process, somebody come up with 2 the idea to make a -- take the pump under there, for 3 instance, and take it out there and make a mold and 4 then insulate that thing and split the insulation 5 and mount that insulation on in sections and then 6 put a band around it. 7 And then when we come along as maintenance 8 workers all we would have to do is break the band 9 then and remove it and we didn't have all that 10 wasted time of tearing all that stuff off. 11 Q. Oh, okay. 12 A. Then we could put the same mold back on 13 when we got done. 14 Q. Do you recall when they came up with that 15 idea? 16 A. Sir? 17 Q. Do you recall when that happened that they 18 made these molds? 19 A. They made these changes up there -- I don't 20 know. It was probably up in the middle 70s. 21 Somewhere around there. 22 Q. So then all you had to do was take off -- 23 cut the bands and just set it to the side? 24 A. That was only on where certain vessels -- 25 you had so much piping running everywhere that was	Page 203 1 THE WITNESS: I didn't quite 2 understand you again. 3 BY MR. HAWKINS: 4 Q. Oh, okay. There was some talk about half 5 rounds last time. Did you ever install half rounds 6 as part of your job? 7 A. No. 8 Q. And the mud material, did you ever mix and 9 install that? 10 A. No. 11 Q. Do you know who manufactured any of the 12 insulation in the plant? 13 A. Not really. I never did ask, to tell you 14 the truth. I never did ask or -- you know. 15 Q. Okay. Did you ever have any training on 16 asbestos identification? 17 A. No. 18 Q. Did you ever see any writings or markings 19 on that material indicating that that contained 20 asbestos? 21 A. No. 22 Q. Are you generally aware that there were 23 asbestos and nonasbestos insulation materials? 24 A. No. 25 Q. Okay.

Page 204 1 A. Believe you me, out of all them times 2 crawling up on them ladders and way up yonder using 3 a drill motor with a brush in it and you're standing 4 there looking at it trying to get -- trying to get 5 gasket material and all off of flanges, if I had 6 known that stuff would have done what it's done to 7 me, there ain't no way I would have been up there. 8 MR. HAWKINS: Just for the record, I 9 just object to the non-responsive portion. 10 BY MR. HAWKINS: 11 Q. Did you ever see any packaging for the 12 insulation material? 13 A. Any what? 14 Q. Any packaging. 15 A. No. 16 Q. Cardboard or anything? 17 A. No. 18 Q. Are you aware or did you ever see any 19 warnings on the insulation? 20 A. Any what? 21 Q. Any warnings. 22 A. No, I wasn't involved with installing 23 insulation, or anything like that. 24 Q. Oh, okay. You talked about removing some 25 insulation. When you removed it, would you just	Page 206 1 and get them out, you know. 2 Q. Uh-huh. 3 A. And that was the process that we did. 4 Q. When you knocked it off with a chisel would 5 some of it just come off in chunks? 6 A. Yeah, right. 7 Q. Did they have laborers that would come and 8 clean up the area? 9 A. No, we basically cleaned up our own area. 10 When we got done, we'd sweep up and just put in the 11 trash can or whatever. 12 Q. So would that true for insulators too, that 13 they would be responsible too to clean up their own 14 area? 15 A. Yes. 16 Q. Okay. That insulation that you removed 17 would you ever know who installed that insulation? 18 A. No. 19 Q. Would you know when it was installed? 20 A. No. 21 Q. Would you know who manufactured it? 22 A. No. 23 Q. My understanding is that generally on a 24 day-to-day basis you did not generally work around 25 insulators; is that right?
Page 205 1 generally remove the part that was covering whatever 2 you needed to work on? 3 A. Correct. 4 MS. PRYOR: Object to form. 5 BY MR. HAWKINS: 6 Q. So you were trying to remove just as small 7 amount as possible, right? 8 A. Right. 9 Q. And did you generally try and perform your 10 work as quickly as possible? 11 MS. PRYOR: Object to form. 12 THE WITNESS: That's right. 13 BY MR. HAWKINS: 14 Q. Did you ever use water to wet down any of 15 the insulation materials? 16 A. Mhuh-uh. 17 Q. The cement type material, how would you 18 remove that? 19 A. Well, most of the time you would, more or 20 less -- like when they come in there and insulate 21 and they insulate it on the valve -- or insulate 22 around it on the flanges and all, it gets on the 23 bolts and all, you just more or less have to chisel 24 and brush, chisel and brush to get it off. And then 25 strip it back so far to where you can get your boots	Page 207 1 A. Right. 2 Q. And so most the time, when the insulators 3 were working, they would be in a different area of 4 the plant? You all would try to avoid each other? 5 MS. PRYOR: I'm going to object to 6 form. 7 THE WITNESS: Not necessarily. I 8 mean, you know, if they were insulating this 9 vessel here and if we got a job going on on the 10 same floor, we would be working side by side, 11 you know, because you only had so many hours to 12 complete the job, you know. It's very 13 important to get the line back up running and 14 so you were -- you're liable to have three or 15 four crews in there in one area working. 16 You're liable to have five shop workers running 17 maybe a new vent line or something. There 18 would be welding going on and everybody is in 19 there working together. 20 Q. Even if you were on the same floor, would 21 there be times that you would be, say, ten feet away 22 from the insulators? 23 A. Yes. 24 Q. And then maybe sometimes even further than 25 that?

Page 208 1 A. Yes. 2 Q. Generally, if there was an issue with a 3 line would that be addressed during preventative 4 maintenance? 5 A. What? 6 Q. Would the insulators do most of their work 7 during preventative maintenance? 8 MS. PRYOR: Object to the form. 9 THE WITNESS: Well, I don't know. The 10 insulators, you know, they did their own thing 11 and they were -- they would show up in the 12 morning. They were like us. They would be 13 appointed to do certain things and they liable 14 to be working in your area today and be working 15 somewhere else tomorrow, so I don't know. 16 Q. On a day-to-day basis would they primarily 17 be doing repair work at times when it wasn't -- 18 A. They would be insulating somewhere all the 19 time. 20 Q. Okay. 21 A. Whether it's repair or new work, or 22 whatever. I don't really -- I don't really know 23 that much of what they were doing on a -- all that 24 much because I didn't observe them that much, you 25 know.	Page 210 1 A. No. 2 Q. When they were in your area and installing 3 insulation do you know what type of insulation they 4 installed? 5 A. No. 6 Q. And you don't know who manufactured any of 7 that insulation they installed? 8 A. No. 9 Q. The cement material, did you ever mix any 10 of that material yourself? 11 A. No. 12 Q. Once it was mixed, was it kind of a wet 13 pasty type material? 14 A. When it first was put on the piping it was 15 like wet paper or something. 16 Q. Uh-huh. 17 A. Then as it dried, it was, you know, hard. 18 Q. Okay. 19 A. Waxy like. 20 Q. Once it was wet, would you agree that 21 there's no dust when they were applying that 22 material? 23 MS. PRYOR: Object to form. 24 THE WITNESS: I don't know. 25 BY MR. HAWKINS:
Page 209 1 Q. Oh, okay. You just saw them every now and 2 then? 3 A. Right. When they was in my area of 4 working, I knew they were there. You know, we 5 talked together and eat lunch together and things 6 like that. 7 Q. Okay. When you were performing your work, 8 did you generally not want dust to get on the 9 equipment? 10 MS. PRYOR: Object to form. 11 THE WITNESS: We would have to wipe 12 the equipment down when we got done. If we 13 were working on any piece of equipment, they 14 didn't want a fingerprint left on it. They 15 wanted it wiped down. 16 BY MR. HAWKINS: 17 Q. Like electrical equipment, dust could 18 interfere with its operation, right? 19 MS. PRYOR: Object to form. 20 THE WITNESS: It could. 21 BY MR. HAWKINS: 22 Q. Did you ever -- when there were insulators 23 in your area would you just take the equipment 24 somewhere else so you could work on it and be away 25 from their dust?	Page 211 1 Q. Did you ever see any dust after the 2 material was wet? 3 MS. PRYOR: Object to form. 4 THE WITNESS: I don't recall. 5 BY MR. HAWKINS: 6 Q. Okay. Did you ever see any packaging for 7 that cement material? 8 A. Did I ever what? 9 Q. See any packaging for any of that cement 10 material? 11 A. No. 12 Q. Do you know how it came -- like did it come 13 in bags or boxes, anything generally? 14 MS. PRYOR: Object to the form. 15 THE WITNESS: No, I never did watch 16 them. How they mixed it up or anything like 17 that. 18 BY MR. HAWKINS: 19 Q. Oh, okay. 20 A. Most of the time they showed up on the job. 21 They'd have a bucket -- five-gallon buckets or 22 whatever and they did their thing and we were doing 23 ours and I never paid much attention to how they 24 were doing it. 25 BY MR. HAWKINS:

Page 212 1 Q. Oh, okay. So when they come on -- 2 MS. PRYOR: Excuse me. Mr. Seay, are you 3 okay? 4 THE WITNESS: Yes. 5 MS. PRYOR: All right. I'm just going to 6 keep checking, all right. I apologize. Go ahead. 7 MR. HAWKINS: And I don't think I have a 8 whole lot more, but if you need to stop, just feel 9 free and we'll do that. 10 THE WITNESS: No, you're okay. 11 MS. PRYOR: Sorry, counsel. 12 MR. HAWKINS: No problem. 13 BY MR. HAWKINS: 14 Q. So when you saw the insulators come onsite 15 the cement was already mixed when it got to your 16 work area? 17 A. As far as I know, if they wasn't putting up 18 insulation that was in insulation form, as far as I 19 know, they would mix it themselves even before or 20 after they got there. Like I say, I never paid that 21 much attention to how they did anything like that 22 because I was working on equipment and they were 23 insulating, so... 24 Q. So you never saw him like dump it into a 25 bucket?	Page 214 1 coming out while they were removing the material? 2 MS. PRYOR: Object to form. 3 THE WITNESS: Well, not necessarily. 4 It probably kept some, but it didn't keep all 5 of it. 6 BY MR. HAWKINS: 7 Q. And that dust, you wouldn't know where that 8 came from, would you? 9 MS. PRYOR: Object to the form. 10 THE WITNESS: The dust would probably 11 be coming from as it was tearing the insulation 12 off. I didn't watch them -- I didn't watch 13 them tear the insulation off. I just seen the 14 curtains up and everything and I asked somebody 15 what was happening and they said they was 16 taking the insulation off. 17 BY MR. HAWKINS: 18 Q. So were you just there for a few minutes 19 then? 20 A. Yeah. 21 Q. You mentioned using some preformed gaskets 22 the last time, do you recall that? 23 A. Yeah. 24 Q. They were premade to fit on the lines? 25 A. Yes.
Page 213 1 A. No. 2 Q. So when you saw it, it was already just a 3 wet paper mache like material like you said? 4 A. Yes. 5 Q. I believe at some point in time you saw 6 some insulation being removed behind plastic 7 sheets? 8 A. Back in the later 70s, they put up tape 9 down there in the basement. We used to have a 10 workshop down there in the basement and they put up 11 tape down there and put up curtains and all and they 12 had sprayed on insulation down there underneath all 13 your first floor and they tore all of that out. I 14 believe that was back -- I don't know. It must have 15 been around '76, somewhere around there. '76, 16 '77. 17 Q. Oh, okay. When they did that work, did 18 they have the area sealed off so nobody could go 19 in? 20 A. Yes. 21 Q. Did you ever go in that area when they were 22 removing that material? 23 A. Well, no. I didn't go in there when they 24 were removing it because they had it blocked off. 25 Q. Oh, okay. Did that keep the dust from	Page 215 1 Q. Did those gaskets make your job faster? 2 A. Yes. 3 Q. And were the preformed gaskets made to fit 4 just on lines or were they also made to fit on 5 equipment as well? 6 A. Oh, it was made to fit on the -- we made 7 our own gaskets, as far as flange -- on your 8 flanges, on your valves and all on your steam lines. 9 They were all your lines. We would make out -- a 10 guy would be appointed and he would make gaskets say 11 all day today, and everybody kept them rolling 12 different gaskets on their tool boxes. And you went 13 through the shop, you know, you always had a gasket 14 that one blew out up there and you had one right 15 there handy repair it with. 16 Q. Okay. So you could just pull it off of 17 there and stick it on the line? 18 A. Right. 19 Q. And when you installed those gaskets, would 20 you just lay them on the line and fold it back up? 21 A. Sir? 22 Q. When you installed a preformed gasket, 23 would you just put it on the flange and bolt the 24 flange back up? 25 A. No. You would have -- all your flanges had

Page 216 1 a -- all your flanges had a surrogated surface on 2 it. And if it was a steam line, that stuff would 3 melt in that surrogated surface and it would be like 4 steel with steel. And you'd chisel, brush, and even 5 take a pick and scrape to get that stuff out of that 6 surrogated surface before you put the new gasket on, 7 because if you didn't do that, you wouldn't be 8 getting a good seal, you know, when you tighten your 9 flanges back up. 10 Q. Okay. And once you had that -- 11 A. So it was a job to -- if you were working 12 on a -- if you was changing gaskets on a steam line 13 and the gaskets had been on there for a while, it 14 was a job just to get it clean to put another gasket 15 on it. 16 Q. And once you had that old gasket removed 17 and you had the new gasket premade for you, at that 18 point, could you just lay it on the line and bolt it 19 back up? 20 A. Most of the time -- most of the time, I 21 would just drop two bolts in the bottom three holes 22 and the gasket was already prefit -- precut to fit 23 everything and drop it down through there and align 24 everything up and sort of snug the bolts up and draw 25 it up to where it would be even proceed to sort of	Page 218 1 don't know. John Crane, I believe, might have been 2 another one. 3 But anyway, we would cut our own gaskets 4 out. We would get gasket material in there. Say 5 like four by eight sheets. Partially four by eight 6 sheets. And we'd appoint -- maybe me today, I'd cut 7 gaskets. We had hard plywood or hard board to go 8 down. We'd set that down on and we'd stamp them 9 out, you know. And we had them for different sizes 10 and we made our own gaskets as far as that goes. 11 MR. HAWKINS: I was just looking back 12 for a minute. I think I may actually be done. 13 Well, I think that's all I have. I'll step 14 back and just look over to make sure we give 15 somebody else a chance so we can keep moving. 16 MS. PRYOR: Thank you. All right, 17 who's up next? 18 MS. SPINELLI: I'm happy to go. 19 (A break was taken.) 20 EXAMINATION 21 BY MS. SPINELLI: 22 Q. Mr. Seay, hello my name is Fran Spinelli 23 and I represent a couple of the defendants in your 24 lawsuit and I have questions about two different 25 ones.
Page 217 1 torque them in around to where you don't have no 2 leaks. 3 Q. And when you drop that gasket in that would 4 just take a few seconds, right? 5 A. Yeah. 6 Q. And you didn't have to cut or manipulate 7 that gasket at all? 8 MS. PRYOR: Object to form. 9 THE WITNESS: No. 10 BY MR. HAWKINS: 11 Q. And there was no dust when you installed 12 that preformed gasket, was there? 13 MS. PRYOR: Form. 14 THE WITNESS: No, but there was a 15 whole lot of dust when you was taking the old 16 one off. 17 BY MR. HAWKINS: 18 Q. And these old gaskets you don't know who 19 manufactured them, do you? 20 A. Well, most of them, we made them ourselves 21 there at the shop. We had two or three different 22 gasket materials there. I done forgot the name of 23 them now. We had -- I think it was three different 24 kinds of gasket material. Some of it was light, 25 some of it was dark. Armstrong for one and -- I	Page 219 1 Let me start out with Westinghouse valves. 2 You identified Westinghouse as one of the 3 manufacturers of valves that you worked on or 4 changed out down at the Celanese plant, correct? 5 A. Correct. 6 Q. Okay. Tell me how you know a valve was 7 made by Westinghouse? 8 A. By the name tag on it. 9 Q. Was there a paper or a metal tag on it? 10 A. A metal tag on the one I'm specifically 11 thinking about. 12 Q. And were there words other than the word 13 Westinghouse on it? 14 A. I really can't recall. 15 Q. Was the word Westinghouse spelled out? 16 A. I believe it was. 17 Q. Okay. Do you recall any type of a logo or 18 a symbol or something on that tag? 19 A. I don't recall. It's like -- it's been a 20 long time ago. 21 Q. Okay. Can you tell me that there's a 22 particular line or a kind of line where a 23 Westinghouse valve was located? 24 A. We had different valves on all -- you're 25 liable to have a -- you liable to have a Powell

Page 220 1 valve on three or four different lines. Same way 2 with Westinghouse. All of them -- we didn't have 3 no -- unless on your Dowtherm line, we had -- I 4 think we had some Powell valves, and I believe I 5 mentioned before they were stainless steel. 6 Q. Right. Now about the Westinghouse valves? 7 What kind of a metal was that? 8 A. They were steel valves, and I believe we 9 had, if I ain't mistaken, some that was bronze or 10 brass. 11 Q. Do you remember the size of those valves? 12 A. The ones I specifically remember one-inch 13 -- one-inch valves. 14 Q. Okay. Do you recall a one-inch 15 Westinghouse valve on, say, a chill waterline? 16 MS. PRYOR: Object to form. 17 THE WITNESS: Not necessarily. 18 BY MS. SPINELLI: 19 Q. Now about on a steam line? Do you remember 20 a one-inch Westinghouse valve on a steam line? 21 A. I would possibly say yes. Because, like I 22 say, we had valves, whether they were your valves or 23 who they were, they was -- we didn't have no process 24 unless it was a Dowtherm line or something like 25 that.	Page 222 1 A. Staple A and Staple B. 2 Q. Okay. 3 A. It would be up on the stretch line and 4 spinning. 5 Q. So tell me if I'm correct: You might have 6 seen a Westinghouse valve on the chill waterline and 7 then maybe also on steam lines, correct? 8 MS. PRYOR: Object to form. 9 THE WITNESS: Correct. 10 BY MS. SPINELLI: 11 Q. Would it be the same kind of valve on each 12 one of those lines, on a chill waterline and a steam 13 line? 14 A. Not necessarily. I mean, you know, it's 15 like I say, somebody comes along and installs a 16 valve. If there's a Westinghouse valve here -- 17 located here that's bad and you're replacing the 18 whole valve, that's itself -- you may not put a 19 Westinghouse valve back on that line. 20 Q. Okay. 21 A. You may be putting another type valve on, 22 so not necessarily. 23 Q. All right. But you remember them primarily 24 in the Staple A and the Staple B buildings, right? 25 A. Right.
Page 221 1 Q. Do you remember any Westinghouse valves on 2 the Dowtherm lines? 3 A. No. I believe we had some Powell valves on 4 it. 5 Q. Do you remember a size for a Westinghouse 6 valve other than the one-inch? 7 A. I don't recall if -- you -- big globe 8 valves, I don't recall whether they was Westinghouse 9 or not, so I would have to say no. 10 Q. Okay. So are you telling me that the 11 Westinghouse valves were generally the smaller 12 valves? 13 A. Right. 14 Q. Okay. 15 A. I recall some of them being on vent lines 16 where we vent products out. That would be higher 17 up. Like on the third floor you want to vent a line 18 off to create heat or discharge. I recall some of 19 them being there and they was brass. 20 Q. Okay. Can you tell me where in the plant 21 you recall any Westinghouse valve? 22 A. They were everywhere. Up on the stretch 23 line. 24 Q. So that would be Staple A or Staple B; is 25 that right?	Page 223 1 Q. You said there were several types of valves 2 that were out there. Manufacturers of valves. Is 3 there any particular distinct use you recall for a 4 Westinghouse valve? 5 MS. PRYOR: Object to the form. 6 THE WITNESS: I don't recall. We had 7 some -- we had some -- I believe we had some 8 air control valves and it was controlled by air 9 as far as opening and closing. 10 BY MS. SPINELLI: 11 Q. Right. 12 A. And if I ain't mistaken, they were 13 Westinghouse. 14 Q. Okay. So you remember a Westinghouse air 15 control valve. Were there other kinds of 16 Westinghouse valves -- let me just ask you this: 17 Were there Westinghouse valves that were on lines 18 where liquids or chemicals were going through those 19 lines? 20 MS. PRYOR: Object to form. 21 THE WITNESS: Not that I recall. 22 BY MS. SPINELLI: 23 Q. So do you think that the Westinghouse 24 valves that you recall, regardless of size and 25 regardless of whether they were in A or B, were

Page 224 1 pretty much these air controls valves? 2 A. Well, no, not pretty much air control. 3 Q. Okay. 4 A. Like I say, I recall some air control 5 valves. 6 Q. Okay. 7 A. And they were probably two-inch valves. 8 And if I recall correctly, they were Westinghouse. 9 because we're thinking back 40 years ago, 10 40-something years ago. 11 Q. I understand that. 12 A. And that's a long time. 13 Q. That is a long time. 14 Okay. Let's talk about the Westinghouse 15 valves that you recall. Not the air control ones, 16 but the other ones. Were they gate, globe, 17 butterfly, can you tell me? 18 A. Gate. 19 Q. Gate, okay. 20 A. Most of the valves over there were gate. 21 Q. Okay. How were they connected to the line 22 that they were in? 23 A. Some of them was screwed on. Some of them 24 was flange. 25 Q. Did that depend on what kind of line it was	Page 226 1 couldn't answer that. 2 Q. Okay. You can't say for sure that you 3 worked on the Westinghouse air control valve. 4 A. Right. 5 Q. Correct? 6 A. Correct. 7 Q. Okay. Can you say for sure that you worked 8 on other kinds of Westinghouse valves, the valves 9 that were on lines? 10 A. I worked definitely on gate valves. 11 Q. On gate valves. And those gate valves had 12 repair kits for them? 13 A. Yes. 14 Q. Okay. I know you said that there would be 15 all the materials that you need to repair a valve in 16 that kit and maybe also some instructions, 17 correct? 18 A. Instructions, right. Like your packing, 19 whatever. Everything laid out there -- 20 Q. Okay. 21 A. -- numbered out. And you could take -- 22 anybody could repair just about anything over there 23 with an instruction sheet on how to do it. 24 Q. Okay. 25 A. And you'd have the part sitting there to do
Page 225 1 on? 2 A. Yes, I suppose so. 3 Q. You talked in your last deposition about 4 valve repair kits. Were there also valve repair 5 kits for these Westinghouse valves? 6 A. Yes, we had -- like I said before, a little 7 repair kit, you wouldn't want to stop a million 8 dollar operation because of a ten dollar item. So 9 just about everything we had over there, we had a 10 repair kit ready to go. 11 Q. Okay. I mean -- 12 A. I mean, the repair kits, somebody would sit 13 down and fill out a MCRs, whatever you call it out, 14 and then the supply man would get it in order, along 15 with spare valves from the factory or ever what we 16 was ordering. 17 Q. Okay. 18 A. And that's the way we operated. 19 Q. All right. Were there valve repair kits 20 for the Westinghouse air control valves? 21 A. Now, I don't recall on that because -- you 22 asked me, were there any other type valves I 23 remembered. I said, I recall a Westinghouse valve, 24 but I don't know whether I ever worked on it. I 25 couldn't say for sure that I ever worked on it, so I	Page 227 1 it with. 2 Q. And do you remember the word Westinghouse 3 on the instruction sheet that came with that repair 4 kit? 5 A. I couldn't say for sure. 6 Q. Okay. 7 A. Because like I say, all these kits, as far 8 as I know, came from the factory. 9 Q. Okay. As far as you know? 10 A. As far as I know. 11 Q. Do you remember -- 12 A. Because I had to sit down and fill out some 13 MCRs. It's a requisition pad. 14 Q. Okay. 15 A. In other words, I'd take the valves and I 16 take the identification number on it and write it on 17 the requisition slip. And the requisition would say 18 four repairs kits, or whatever items, and then the 19 supply room would order it but it would come along 20 from the factory. 21 Q. Okay. 22 A. 99.9 percent of the time if I ever looked, 23 it would be from the factory. 24 Q. Okay. Were repair kits -- and I'm sorry if 25 this was asked before and I just don't remember --

Page 228 1 were they boxes or bags, do you remember what they 2 were? 3 A. Some were in plastic bags, sealed bags. 4 Q. Okay. 5 A. And sometimes they were in boxes, different 6 repair kits. 7 Q. All right. 8 A. But most of the time they was in bags. 9 Q. And so the parts -- the parts for that 10 valve would be in the bag along with the instruction 11 sheet, correct? 12 A. Right. 13 Q. Okay. Mr. Seay, do you recall any other 14 pieces of equipment out at the Celanese plant made 15 by Westinghouse? 16 A. We had some -- I believe we had -- well, I 17 know we did. I'm pretty sure we did. We had some 18 Westinghouse motors and I believe some of them was 19 D.C. drive. I'm not 100 percent sure, but I'm 20 pretty sure we did. 21 Q. Any other types of Westinghouse equipment 22 that you recall? 23 A. Not offhand. 24 Q. Okay. And I wanted to ask you about the 25 D.C. motors. You talked a little bit about that	Page 230 1 were done? 2 MS. PRYOR: Object to the form. 3 THE WITNESS: If the motor was bad and 4 we send it out for repair, after the 5 electrician disconnected it, I would pull it 6 out. 7 BY MS. SPINELLI: 8 Q. Okay. 9 A. I would put it on a pallet and then we'd 10 ship it back to the factory or wherever for repair, 11 and then we would come back, me or somebody else, 12 may install it back and that would require either 13 shimming or leveling, or whatever, to get it level 14 and perfectly squared up to whatever it's suppose to 15 be. 16 Q. So any other type of motor repair out at 17 the Celanese plant would have been done not by you, 18 correct? 19 MS. PRYOR: Object to form. 20 THE WITNESS: Any what now? 21 BY MS. SPINELLI: 22 Q. Any motor repair work. 23 A. No. It never -- 24 Q. It was never -- I'm sorry. 25 A. It never would have been done. There would
Page 229 1 before at your last deposition. Was it ever -- tell 2 me what you did with the motor. Did you disconnect 3 it? 4 A. We had different crews. We had 5 electricians who would always come along and 6 disconnect anything electrical. 7 Q. Okay. 8 A. And each person had things to do. And if 9 you weren't an electrician, you wouldn't disconnect 10 nothing. 11 Q. So it wasn't your job to disconnect or 12 reconnect the motor -- 13 A. Right. 14 Q. -- when -- whatever was done to the motor 15 and then it was brought back, correct? 16 A. Correct. 17 Q. When the motor is disconnected, did you 18 repair the motor? 19 A. No. 20 Q. Okay. 21 A. I would install the motor and took the 22 motor out. 23 Q. And by installing it, you mean you'd level 24 it and you'd make sure that the lines or the other 25 equipment it was connected to, all those connections	Page 231 1 be no repair work on the motor itself. It was 2 always done by the factory. 3 Q. Okay, thank you. I just wanted to clear 4 that up. Thank you. 5 Let me ask you some questions about another 6 client of mine that you identified last time at your 7 deposition session. You talked about some 8 Ingersoll Rand pumps that were on the Dowtherm 9 lines, correct? 10 A. We had -- when I was in the PIV shop, 11 gearbox, and it was also the pump shop -- 12 Q. Uh-huh. 13 A. -- they set up some Ingersoll Rand pumps 14 from the DMT plant. And I had the drawing -- the 15 drawing of the pump itself and the repair parts, and 16 I rebuilt several there. And then we had some in 17 Staple A down there in the basement that was 18 connected to the Dowtherm lines, and they was 19 different type pumps. Those pumps in Staple A down 20 there, they were -- I almost want to say it was a 21 piston type pump. And they were -- the body of them 22 was black -- like black fiberglass covering or 23 something. I repaired those. We had three of them 24 down there, and I repaired several from different 25 parts of the plant.

Page 232 1 Q. Okay. Let me -- 2 A. Some of them had a stepping box on it and I 3 took the stepping box off and I put gaskets on and 4 packing in there and took the old packing out and 5 gasket off and put it back. That's been a long, 6 long time ago. 7 Q. All right. Let me see if I have this 8 right. You repaired some Ingersoll Rand pumps that 9 came from the DMT plant. 10 A. Right. 11 Q. And that's when you were in the PIV gearbox 12 shop. 13 A. Right, right. 14 Q. There's also three -- 15 A. In Staple A. 16 Q. All right. Black fiberglass covered 17 Staple -- 18 A. It look like fiberglass. 19 Q. Looked like. 20 A. More or less leathery like. 21 Q. Okay. We'll call it fiberglass for now. I 22 don't know if that's right and we'll just call it 23 that because -- 24 MS. PRYOR: Counsel, can you call it 25 what he said it looks like?	Page 234 1 Q. All right. 2 A. And we had drawings on all of that. And 3 we'd pull the drawings, take the number and go to 4 the supply room, get the repair kit and come back 5 and proceed. 6 Q. All right. Let me just go one location at 7 a time and we'll talk about the pump at that 8 location, okay? 9 A. Okay. 10 Q. The Ingersoll Rand pumps that came from the 11 DMT plant that you repaired while you were in -- I'm 12 sorry. The name of that shop always escapes me -- 13 the PIV gearbox shop. 14 A. PIV gearbox and pump. 15 Q. And pump shop, okay. 16 A. Right. 17 Q. Can you tell me the size of those pumps 18 that you worked on? Ingersoll Rand. I'm not 19 talking about any others. 20 A. It wasn't all that big. It wasn't very big 21 pumps. 22 Q. You think like you a couple of feet or 23 so? 24 A. Right. 25 Q. Okay. Do you remember the color of those
Page 233 1 MS. SPINELLI: That's exactly what I'm 2 calling it. Fiberglass -- 3 MS. PRYOR: -- like. 4 MS. SPINELLI: Yes. 5 BY MS. SPINELLI: 6 Q. And then you also said that there were some 7 other IA pumps that you worked on as well other than 8 the ones in Staple A and the ones from the DMT 9 plant, is that right, or did I just misinterpret? 10 A. They had some when they was in a rush in 11 poly building. You had Ingersoll Rand pumps all 12 over the plant over there at different locations 13 pumping those chemicals -- 14 Q. Okay. 15 A. -- and stuff like that. 16 Q. But I need to know which ones you actually 17 worked on. 18 A. I worked on those pumps I told you in the 19 basement and one or two from Staple -- from the poly 20 building there -- 21 Q. Okay. 22 A. -- that was shipped up to the shop up 23 there, the PIV and gearbox and the pump shop. 24 Q. Okay. 25 A. That's where they sent them to.	Page 235 1 pumps? 2 A. Lord, no. 3 Q. All right. Do you remember what the 4 function of those pumps was? Do you know what line 5 or what process the pump came from? 6 A. No. The ones that come from your DMT 7 plant, they were mostly pumping chemicals. You had 8 different type chemicals down there that you mix 9 together to form a chip. 10 Q. All right. When those Ingersoll Rand pumps 11 came to you for repair work were they -- do they 12 have any insulation on them? 13 A. Not that I recall. 14 Q. Okay. Can you tell me what type of pump 15 they were; centripetal, rotary, reciprocating, 16 anything else? 17 A. The ones that came from the DMT I think 18 they was centripetal. 19 Q. Okay. 20 A. And the ones there in Staple A, they was 21 connected to those Dowtherm -- to the Dowtherm, and 22 I want to say that they were more piston like. But 23 I rebuilt them. 24 Q. Okay. 25 A. I definitely rebuilt them.

1 Q. Let me go back to the ones that you worked
2 on from the DMT plant. You said that you're not
3 really sure of what process they came from but that
4 they pumped chemicals, correct?
5 A. Uh-huh.
6 Q. All right. Do you know whether or not the
7 pump when it's at the DMT plant was in constant
8 operation or was it periodically used?
9 A. Most of them was in constant operation.
10 Q. Okay. Do you know the number of stages in
11 that pump? And I say pump -- I don't I think asked
12 you how many. Do you remember how many
13 Ingersoll Rand pumps you repaired from the DMT
14 plant?
15 MS. PRYOR: Object to form.
16 THE WITNESS: I couldn't recall.
17 BY MS. SPINELLI:
18 Q. More than one?
19 A. Yes.
20 MS. PRYOR: Same objection.
21 BY MS. SPINELLI:
22 Q. All right. And you were only in that PIV
23 gearbox --
24 A. For about a year.
25 Q. That's what I thought and thank you for

1 on them?
2 A. No. They were -- they had to be back in
3 the 60s because, you know, that's when they built
4 the DMT plant down there.
5 Q. Okay.
6 A. That was back about '67, '68, '66 somewhere
7 along in there.
8 Q. And so you wouldn't know, would you,
9 Mr. Seay, how many times the packing or the gaskets
10 had been replaced on those Ingersoll Rand pumps
11 before you did work?
12 A. No.
13 Q. You wouldn't know?
14 A. No.
15 Q. Okay. Do you know whether that packing and
16 the gaskets were actually asbestos containing?
17 MS. PRYOR: Object to the form.
18 THE WITNESS: At that particular time,
19 no, because at that particular time, I didn't
20 know nothing about having different things for
21 chemicals and water and stuff like that --
22 Q. Okay.
23 A. -- so I couldn't give you a straight answer
24 on it.
25 Q. All right. So you're -- correct me if I'm

1 just confirming that for me.
2 Okay. You never had any responsibility for
3 actually working on those Ingersoll Rand pumps from
4 the DMT plant while they were in operation at the
5 DMT plant.
6 A. Yes.
7 Q. Right?
8 A. No.
9 Q. I'm correct?
10 MS. PRYOR: Object to form.
11 THE WITNESS: You're correct.
12 BY MS. SPINELLI:
13 Q. Do you know what the -- do you recall what
14 the problem was with the Ingersoll Rand pumps from
15 the DMT plant that caused them to be at the pump
16 shop for you to work on?
17 A. Most of them would have tags on it telling
18 you, and most of them was leaks from the packing.
19 Q. Okay. Did those pumps from the DMT plant
20 have packing as well as gaskets, both?
21 A. Yes.
22 Q. Okay.
23 A. It had packing and flange gaskets.
24 Q. Okay. The pumps from the DMT plant, do you
25 know how old they were when you did the repair work

1 wrong. You don't recall what the operating
2 temperature was of the materials going through the
3 pump, the pumps from the DMT plant, do you?
4 A. Not from the DMT, but there in Staple A the
5 normal temperature would be somewhere in the 300
6 degree range probably.
7 Q. Okay. Do you recall for those pumps that
8 came from the DMT plant whether or not you were
9 doing work on them because they were doing
10 preventative maintenance or it was really just a
11 problem with the pump that caused it to come up to
12 your shop?
13 MS. PRYOR: Object to form.
14 THE WITNESS: They were doing
15 preventative maintenance and they had really
16 more than they could do.
17 BY MS. SPINELLI:
18 Q. All right. Let me move to the
19 Ingersoll Rand pumps that had that black fiberglass
20 like covering that came out of Staple A. That's
21 what I want to talk to you about now. They were
22 only on the Dowtherm lines, right?
23 A. Right.
24 Q. Did you repair --
25 MS. SPINELLI: Let me strike that.

Page 240 1 BY MS. SPINELLI: 2 Q. Did you do preventive maintenance on those 3 pumps? 4 A. Yes, I did. 5 Q. Did you do also repair work under some 6 emergency condition on those pumps? 7 A. Yes. I have before, yes. 8 Q. And you said there were three of them, 9 correct? 10 A. Yes. 11 Q. You said it was a piston type pump. Tell 12 me how that's different from, say, the pumps that 13 were from the DMT plant? 14 A. Well, they were -- the pumps from the DMT 15 plant was shaft driven which is -- your packing and 16 all mounted off your shaft, drive shaft. And those 17 on the Dowtherm lines, if I ain't mistaken, they 18 were air driven. 19 Q. Okay. 20 A. If I'm not mistaken now. I could be 21 mistaken. We thinking back 40-something years 22 ago. 23 Q. Mr. Seay, all I'm looking for is your best 24 recollection. So if you don't know, that's a 25 perfectly fine answer. I don't want you to rack	Page 242 1 removed the pump and brought it to the workshop area 2 because there was a problem with it like a leak or 3 something? 4 A. Yes, yes. 5 Q. Okay. You said it had that black 6 fiberglass like covering over it. Did you have to 7 remove that covering in order to work on the pump? 8 A. Yes. 9 Q. Do you remember what color the pump itself 10 was under that fiberglass like cover? 11 A. No, I don't recall. But they was -- I 12 don't recall. 13 Q. Can you tell me what size these pumps 14 were? 15 A. That pump on the -- on the line there at 16 the Dowtherm, I believe it was -- I don't know. One 17 and-a-half or two-inch inlet, outlet. 18 Q. Okay. 19 A. If I'm not mistaken. 20 Q. Okay. And the inlet and the outlet were 21 the same size? 22 A. I couldn't say for sure. 23 Q. Okay. The size of the pump itself though, 24 can you tell me how big the pump was? 25 A. The pump itself was upright probably
Page 241 1 your brain. 2 MS. PRYOR: Counsel, I think he 3 understands. Thank you. 4 BY MS. SPINELLI: 5 Q. Were any of those Staple A air driven type 6 pumps insulated? Did they have thermal insulation 7 any type of insulation covering on them while they 8 were on the Dowtherm lines? 9 A. I don't recall. 10 Q. Did you ever take one of those pumps off of 11 the line because it had? 12 A. Yes. 13 Q. Did you then repair that pump someplace 14 other than in Staple A? 15 A. Yeah, up in the shop there. The workshop 16 there in Staple A. 17 Q. Okay. So there's a workshop area in 18 Staple A. 19 A. Right. 20 Q. And that's not the same as -- 21 A. No. 22 Q. -- that shop area that you worked in for a 23 year? 24 A. No. 25 Q. Okay. Is it true then that you would have	Page 243 1 about -- just guessing, probably two foot. 2 Q. Okay. About the same size as the pumps 3 that were from the DMT plant? 4 A. Yes. 5 Q. What was the inlet and outlet on the DMT 6 pump? 7 A. They were -- 8 Q. Pumps. I'm sorry. 9 A. -- around one-inch, I think. 10 Q. Okay. 11 A. I'm just -- I don't recall exactly. 12 Q. But you recall a size that's, you know, one 13 to two inches versus something that's like a foot? 14 A. Yes. 15 Q. Did these air driven pumps that were in 16 Staple A, the Ingersoll Rand pumps, did they also 17 have gaskets and packing in them? 18 A. Yes, they had both of them in it. 19 Q. Okay. And do you know whether or not the 20 gaskets and the packing on those Ingersoll Rand 21 pumps from Staple A from the Dowtherm lines whether 22 those -- whether the gaskets or packing needed to be 23 asbestos? 24 MS. PRYOR: Object to the form. 25 THE WITNESS: I couldn't say for sure,

Page 244 1 but most of the -- most of your hot lines back 2 then was asbestos, but I couldn't -- 3 BY MS. SPINELLI: 4 Q. Okay. 5 A. I couldn't tell you yes, but I'm just 6 saying most of them back then were. 7 Q. All right. Do you recall whether or not 8 there were types of gaskets or types of packing that 9 could be used on hot lines that would not have been 10 asbestos? 11 MS. PRYOR: Object to form. 12 THE WITNESS: No, I couldn't answer 13 that. 14 MS. PRYOR: Counsel, do you have a 15 time estimate? 16 MS. SPINELLI: I don't. 17 MS. MCVEAY: Do you need a break? 18 MS. SPINELLI: Yes, any time you want 19 to stop, you just tell me. 20 BY MS. SPINELLI: 21 Q. Mr. Seay, when you worked on the -- when 22 you worked on the pumps from Staple A, you had to 23 remove them sometimes to do repair work in the shop. 24 A. Yes. 25 Q. Did you have to blank off the lines that	Page 246 1 A. No, I couldn't tell you. 2 Q. Okay. What I should have started with: 3 How did you know that these pumps were 4 Ingersoll Rand? 5 A. By the name tag on them. 6 Q. Okay. Did they also have a metal name 7 tag? 8 A. I believe they did. 9 Q. Okay. 10 A. Again, we're thinking 40-something years 11 ago. 12 Q. And was there a model number or a style 13 number or something like that on the name tag? 14 A. It would give the name. It's got the model 15 number and the serial number and all on it. 16 Q. Okay. And when you took the pump off of 17 the line to do repairs, I think I said you used 18 drawings to do the repair work; is that right? 19 A. Yes. 20 Q. Were the drawings actual Ingersoll Rand 21 manuals? 22 A. Yes. You would say it was an 23 Ingersoll manual -- 24 Q. Okay. 25 A. Not a manual, but a print.
Page 245 1 went in and out of that pump? 2 A. We cut the -- you had valves -- where this 3 pump was located, you had valves below it and above 4 it and we just cut the valves off. 5 Q. Okay. There were flanges above and below 6 then on these pumps that went in -- 7 A. On the line itself. 8 Q. On the line itself. 9 A. Yes. 10 Q. All right. When you took the pump off of 11 the line to bring it in for repair was there a 12 gasket on the -- 13 A. Flange? 14 Q. On the flanges? 15 A. Yes. 16 Q. Again, let me ask you the same kind of 17 question that I asked about the DMT pumps: These 18 weren't brand new pumps that you were working on, 19 correct? 20 A. Correct. 21 Q. Do you know how many times the gaskets or 22 the packing, whether they were internal to the pump 23 or on the flanges, how many times they may have been 24 changed before you did work on the Ingersoll Rand 25 pumps?	Page 247 1 Q. Okay. These weren't manuals that the 2 Celanese plant put together. They were actually 3 manufacturer manuals? 4 A. Right. 5 Q. When you changed packing on an 6 Ingersoll Rand pump -- and let's talk about the 7 Staple A pumps -- can you tell me how long it might 8 have taken to actually do that? 9 A. Well, it probably took a couple hours. 10 Q. To just remove the packing or to do the 11 whole repair? 12 A. Well, just to remove the packing because it 13 was a pretty hard job on that particular pump. 14 Q. Okay. 15 A. And it took a couple of hours. 16 Q. Okay. And so you would use some sort of a 17 tool to take the packing out; is that correct? 18 A. If I couldn't get to it and get it out any 19 other way. I had a picking tool that I would pull 20 it out with. 21 Q. Okay. And then you would repack with new 22 packing, correct? 23 A. Right. 24 Q. Do you recall what the new packing was 25 like? Was it like a graphite, was it kind of soft

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1 to the touch or slick to the touch? 2 A. It was dark in color and it was square. 3 Q. All right. 4 A. And it was precut. 5 Q. Okay. So you would take precut pieces and 6 fit them back into the gland where you needed to put 7 it? 8 A. Yes. 9 Q. How about the gaskets, did you use precut 10 gaskets to replace on those Ingersoll Rand pumps? 11 A. No. We had to -- on the gaskets, we had to 12 cut our own on the -- you're talking about on the 13 flanges? 14 Q. Okay, let's talk about the flange gaskets, 15 yes. 16 A. We had to cut our own. 17 Q. How about for any gaskets that were 18 internal to the pump? 19 A. We used the gaskets out of the repair 20 kit. 21 Q. Okay. And again, your understanding -- 22 your recollection is that those repair kits would 23 have come from the manufacturer? 24 A. Right. 25 MS. PRYOR: While she's looking at her	1 Q. Okay. And where did you work on those 2 pumps, in the poly building? 3 A. No. They took them off and brought them to 4 the shop. 5 Q. So during this one year that you were in 6 the PIV gearbox pump shop you worked on 7 Ingersoll Rand pumps from the DMT plant and also 8 these waterline pumps from the poly building? 9 A. Right. 10 Q. Do you remember -- I think you said there 11 were one or two of them? Is that right? 12 A. Probably one. 13 Q. Okay. Can you tell me the size of that 14 pump? 15 A. It was around a one or one and-a-half inch 16 opening, inlet or outlet. 17 Q. How big was the pump? Was it a couple of 18 feet, three feet? 19 A. Right. It was small in order to -- 20 Q. Okay. 21 A. It wasn't a very big pump. 22 Q. Was there any insulation on the outside of 23 that pump when it came to you at the PIV gearbox 24 shop? 25 A. No.
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1 your notes, who in the room is left? I know, 2 Allan, you have some. Scott? 3 MR. FRICK: Yes. 4 MS. PRYOR: Do you have time estimates 5 as far as just generally? I know you have 6 Crosby. 7 MR. FRICK: I have Crosby and I have 8 Chicago Pumps, so I have two to ask about. 9 MR. PRYOR: And is that it? Does 10 anyone else have questions? 11 MR. HAWKINS: I some more, but it's 12 maybe five minutes in follow-up. 13 BY MS. SPINELLI: 14 Q. Mr. Seay, let me just make sure that we've 15 talked about the Ingersoll Rand pumps that you 16 worked on. I know you said earlier that they were 17 all over the plant, but the ones you worked on were 18 from DMT while you were in that pump shop. 19 A. I worked on one or two from the poly 20 building. 21 Q. That's right. You worked on one or two 22 from the poly building. Tell me what kind of pumps 23 those were. 24 A. The ones from the poly building was on 25 waterlines.	1 Q. And you said it was on a water line, so do 2 you know what the temperature -- the running 3 temperature was of that water line? 4 A. It would have been probably spigot 5 temperature. 6 Q. Okay. So it's not a hot line? 7 A. No. 8 Q. And it's not a chill line either, 9 correct? 10 A. No. I couldn't say for sure if it was. 11 Q. All right. 12 A. But I do know that it was on a waterline. 13 Q. Okay. And let me go back. I'm sorry. I 14 forgot something. On the Staple A pumps that were 15 on the Douthett lines, did those Ingersoll Rand 16 pumps have like a back-up pump so that one pump 17 would be running and if something happened to it you 18 could switch it to a second pump to keep the line 19 going? 20 A. I don't think so. 21 Q. Okay. 22 A. I don't think so. 23 Q. When the Ingersoll Rand pump from the poly 24 building came to you in the shop to work on, do you 25 know whether it was there for preventative

Page 252 1 maintenance or for repair because of a problem with 2 it? 3 A. It was -- I think it was for preventative 4 maintenance. But while it was there, we went ahead 5 and put packing in it. 6 Q. All right. Was there also gaskets 7 associated with that Ingersoll Rand pump from the 8 poly building? 9 A. Flange gaskets. 10 Q. Flange gaskets as well as internal gaskets? 11 A. Yes. 12 Q. Let me ask you the same kinds of questions 13 about those pumps. Do you have any idea how old the 14 water line pumps were from the poly building? 15 A. No. 16 Q. You don't know how many times that pump had 17 been worked on to have gaskets or packing replaced 18 before you worked on it? 19 A. No. 20 Q. And is it correct that you don't know 21 whether or not the gaskets or the packing were 22 asbestos containing that were in those poly building 23 waterline pumps? 24 A. No. 25 MS. PRYOR: Object to form.	Page 254 1 was on some sort of pump? 2 A. Yes. A pump that was under the degasser 3 vessel, which is a vessel -- you're melted polymer 4 goes into it, your agitator is slowing turning it, 5 and you got a vacuum pump also that's pulling air 6 out through this big tank up here and it goes up 7 through a steam vacuum pump system and out the 8 ceiling, but you have a pump underneath it that is 9 pulling the polymer out of that degasser to your 10 spin beam. 11 Q. Okay. And that pump that's underneath that 12 degasser vessel is the one that has that molded 13 insulation on it, right? Correct? 14 A. Correct. 15 Q. Was that an Ingersoll Rand pump? 16 A. I helped rebuild that pump. It's a pretty 17 big pump. I helped rebuild that pump one time, but 18 I want to say -- I want to say that it was an 19 Ingersoll Rand pump. I'm not sure. 20 Q. Okay. 21 A. And so I wouldn't say for sure. That's 22 what I want to say it was. And we also had a vacuum 23 pump that was pretty big and I want to say that it 24 was an Ingersoll Rand pump, but no need to mention 25 it because I don't know for sure.
Page 253 1 BY MS. SPINELLI: 2 Q. How about these waterline pumps from the 3 poly building. do you know if they were in constant 4 operation when they were on the line? 5 A. I don't really know whether they was on -- 6 cost of operation or whether they were, you know, 7 every now and then. I couldn't tell you that. 8 Q. You didn't work -- 9 A. That wasn't my work area. 10 Q. Right. You didn't work in the poly 11 building. 12 A. No. 13 Q. And, I'm sorry. I don't know if I asked you 14 about the same question for the Staple A pumps. 15 Were they in constant operation? 16 MS. PRYOR: Object to form. 17 THE WITNESS: Yes. 18 BY MS. SPINELLI: 19 Q. Okay. And let me just clear up one last 20 thing I think, Mr. Seay. You just talked a little 21 bit earlier today about this kind of molded 22 insulation that was banded on to some equipment so 23 that all you needed to do was cut that band and 24 remove that insulation. And I may have misheard 25 you, so tell me if I'm wrong: Did you say that that	Page 255 1 Q. Okay. And these pumps, the one that was 2 under the degasser vessel and the vacuum pump, 3 that's all in Staple A; is that correct? 4 A. Yes, ma'am. 5 MS. SPINELLI: I think those are all 6 my questions. Thank you, sir. 7 THE WITNESS: Could we take a break? 8 MS. PRYOR: Yes. 9 (A break was taken from 2:45 to 2:55 p.m.) EXAMINATION 10 BY MR. TARLETON: 11 Q. I'm going to try to speak up because I 12 don't tend to speak up too much, but let me 13 introduce myself. I'm Allan Tarleton. I'm with a 14 firm in Asheville called The Van Winkle Law Firm. I 15 representing the defendant called the Special 16 Electric Company. Is that a company you've ever 17 heard of before? 18 A. No. 19 Q. Do you have any idea what product Special 20 Electric Company may have manufactured or sold? 21 A. No. 22 Q. Are you aware of ever having worked around 23 any product manufactured or sold by Special Electric 24 Company? 25

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Page 256 1 A. No. 2 Q. Are you aware of the presence of any 3 product manufactured or sold by Special Electric 4 Company in any of the locations where you've 5 worked? 6 A. No. 7 Q. Well, particularly at this plant in 8 Spartanburg, which I have heard described as the 9 Hoechst Celanese plant, are you unaware of any 10 Special Electric product being present in that 11 facility? 12 A. You talk about electric product, now we -- 13 I know what I'm fixing to say is probably on a 14 different line because I've never heard what you're 15 talking about there other than electroplating. 16 Q. Right. 17 A. Like rolls or something being 18 electroplated. 19 Q. I know -- 20 A. I don't know if that's what you were 21 talking about. 22 Q. No, it's not. I'm sorry. That was 23 inarticulate question. What I'm really trying to 24 determine is whether there's any product of any kind 25 that you're aware of made or sold or distributed by	Page 258 1 questions? 2 MS. FLYNN: Not yet. 3 MS. PRYOR: Well, we're going to be 4 wrapping this up, so let's get going. 5 EXAMINATION 6 BY MR. ELLIOTT: 7 Q. Mr. Seay, James Elliott here. Can you hear 8 me okay? 9 A. Yes, sir. 10 Q. I just have a couple questions for you. 11 When you were giving testimony previously about 12 making gaskets from sheet material -- 13 A. Yes, sir. 14 Q. -- you mentioned you would cut it on a 15 piece of plywood. 16 A. Yes, sir. 17 Q. And I don't think I caught or understood 18 how the plywood would be set up. Would it be on 19 like saw horses? 20 A. Most of the time it would set up on a work 21 bench or work table. 22 Q. Okay. 23 A. It wouldn't necessarily be plywood. It would 24 be either using the hardwood surface of the work 25 bench or to keep from scarring the work bench up
Page 257 1 my client which is called Special Electric 2 Company? 3 A. No. 4 Q. There's some suggestion that -- well, let 5 me ask you this: Have you ever heard of a company 6 called Special Materials Incorporated, Special 7 Materials, Inc.? 8 A. No. 9 Q. And I'm taking then similar to the 10 questions I asked about Special Electric Company, 11 you're unaware of ever having been working with or 12 exposed to any product manufactured or sold by 13 Special Materials, Inc.?" 14 MS. PRYOR: Object to form. 15 THE WITNESS: No, I'm not aware of 16 it. 17 MR. TARLETON: Mr. Seay, those are the 18 questions I have. I appreciate it. 19 MS. PRYOR: Thank you very much. I 20 would suggest if counsel for Hoechst and then 21 John Crane, if you guys want to follow-up. 22 MR. HAWKINS: If other people who 23 haven't asked yet want to ask. 24 MR. ROOT: I don't have any. 25 MS. PRYOR: Does anyone else have	Page 259 1 real bad, put the hard plywood on top of it and 2 stamp out your gaskets. 3 Q. Got you. And what I would like to try and 4 understand is how high was the surface where you 5 were cutting out the gaskets? 6 A. How high from the floor? 7 Q. Yes. Like three feet, four feet? 8 A. Four. Around four foot. 9 Q. And you would stand over the table to do 10 your work, right? 11 A. Right. 12 Q. And you previously described the size of 13 the sheets, but I don't think you indicated how many 14 gaskets you could make out of one sheet. Can you 15 remember? 16 A. No, because out of that one sheet, you 17 liable to be cutting gaskets for a four-inch flange 18 or a six-inch flange or whatever. 19 Q. Okay. 20 A. You know, different size flanges. 21 Q. So it varied? 22 A. But you would cut how ever many you needed 23 out of the, say, the four-inch flange, and then you 24 might cut six-inch or whatever. So I couldn't tell 25 you how many you would get out of a sheet.

Page 260 1 Q. Go you. 2 A. And when we, me personally or anybody else 3 went and buy material, you know, sometimes if you 4 were buying your own material, you would take it and 5 that figure out to where you would have the smallest 6 amount of waste that you could. 7 Q. Okay. 8 A. So sometimes we throw away some pretty good 9 size pieces. 10 Q. And you mentioned a few different 11 manufacturers of sheet material and I was sort of 12 interested in knowing if there were times, maybe a 13 month at a time, where you would have one 14 manufacturer of sheet material and then maybe the 15 next month have another manufacturer of sheet 16 material. 17 A. Just whatever our supervisor would order. 18 Q. Okay. 19 A. I guess whatever he could get his hands on 20 at that particular time. 21 Q. Okay. 22 A. But we went through several amount of 23 manufacturers over a period of years. 24 Q. I got you. When you got a number of sheets 25 I guess to cut gaskets would you get, for example,	Page 262 1 A. Not always. A lot of times, it would be 2 clean already. 3 Q. Do you know -- 4 A. Some people does neat work and help get 5 something everywhere and some people does sloppy 6 work. 7 Q. Do you have an estimate of a percentage of 8 time it would be insulated -- excuse me, a flange 9 would be insulated? 10 A. Probably about 25, 30 percent of the time, 11 it would have insulation on it that you'd have to 12 beat off. 13 Q. What did you beat it off with? 14 A. Most of the time with a -- if you can get 15 it off with a screw driver, you'd get it off that 16 way. And then use a scrape, like a putty knife, and 17 scrape it off. Then if you have to, you'd use a 18 brush. If it was even tougher than that, you'd put 19 a brush in a drill motor and use that. 20 Q. Got you. The last question is: When you 21 cleaning the flange for a stuck on gasket what 22 equipment would you use? 23 A. Now what? 24 Q. When you were cleaning a flange, taking -- 25 the old gaskets, you were taking it off and you have
Page 261 1 Armstrong sheet goods to cut all of your gaskets, if 2 that's what you were provided from the supply 3 store? 4 MS. PRYOR: Object to form. 5 THE WITNESS: I don't recall where we 6 were strictly -- if I was cutting gaskets out 7 and I had the piece of Armstrong material or 8 John Crane material, or whatever, up there, I 9 was cut my gaskets out of it. 10 BY MR. ELLIOTT: 11 Q. And my only point was -- what I'm trying to 12 understand, if you, for example, needed three 13 sheets, would you get three of the same manufacturer 14 or would it be a mix and match, or do you know? 15 A. Could be a mix. 16 Q. Now, you described the process of 17 installing gaskets at a flange. 18 A. Yes. 19 Q. And when you had to access a flange would 20 you always have to remove the material that was 21 covering the flange and the pipe to access the 22 bolts? 23 A. Not always. You're talking about the 24 installation. 25 Q. I am.	Page 263 1 to clean it a little more, would you ever use -- 2 what equipment would you use to remove the gasket? 3 A. Just what I said, either you use a brush or 4 a brush and a drill motor. 5 Q. Okay. 6 A. A putty knife. 7 Q. Okay. 8 A. You'd start probably with a putty knife, 9 and then if you couldn't get it off with that, you 10 would take and go to -- when you go to sort of like 11 what I'd say chiseling it off with the putty knife, 12 you got excessive stuff left all over it. So then 13 you'd go to a brush and to a drill motor with a 14 brush in it to get the excess off there. And then 15 if that didn't work, you'd get your pick and would 16 go picking the rest of it off. It was a very 17 strenuous job if it was on a steam line. 18 MR. ELLIOTT: Okay, thank you. 19 MR. HAWKINS: Can you hear from here? 20 I'll over there. 21 THE WITNESS: Could you move over 22 here, sir? 23 EXAMINATION 24 BY MR. HAWKINS: 25 Q. I'm back again. I just have a few

Page 264 1 questions I forgot to ask. You mentioned Staple A 2 and Staple B having different floors. Is there any 3 way you could estimate the size of those floors? 4 A. You're talking about from end to end. 5 Q. Yes. I mean, however is easiest for you. 6 A. Well, part of it was -- Lord, I don't know. 7 Staple A probably was a little over half the length 8 of a football field really. 9 Q. Okay. 10 A. Pretty good size building. Half of it was 11 graded and half of it wasn't graded. 12 Q. Okay. You mentioned at one point that you 13 primarily worked in the stretch line area; is that 14 right? 15 A. No, I worked -- when I went to work over 16 there, I was working in spinning. 17 Q. Spinning. 18 A. I started out in Staple A spinning. 19 Q. Okay. 20 A. And then after that, I worked there for a 21 good long time and then they moved me to the PIV 22 gear and pump shop. I stayed there for a year. 23 And then I went to Staple B. And in Staple 24 B, when they was building Staple B, I took all the 25 blueprints and traced all the lines out in Staple B	Page 266 1 A. No. Daily basis. 2 Q. Okay. So you would primarily be based out 3 of like spinning or stretch line. 4 A. Yes. 5 Q. And then you would maybe like here and 6 there go to different areas? 7 A. Right. Well, primarily -- before they 8 built Staple B, if you was in spinning, that would 9 be your work area, spinning. You had four floors 10 back there; the basement, the first, second, third 11 and fourth. That was your work area. 12 And then you had people at the stretch line 13 that was your work area. 14 Q. Okay. 15 A. But when they built Staple B that was a 16 continuous poly operation line and it cut out a lot 17 of vessels and a lot of stuff. And so if you worked 18 Staple B, you worked spinning and stretch 19 together. 20 Q. Okay. You mentioned removing some 21 insulation. Is there any way for you to estimate 22 the number of times during a week or a month that 23 you would remove insulation? 24 MS. PRYOR: Object to form. 25 THE WITNESS: No. The only time we
Page 265 1 and made sure it was all tied in right before 2 Hoechst would accept it from Daniel. 3 Q. Okay. 4 A. And then after that, I went to work on 5 these new prototype crimpers put out by Flashnor in 6 Staple B, 1300 millimeter crimpers, and I worked on 7 them for a while. 8 Q. Now, when you worked in spinning was 9 that -- when you came in on a daily basis would you 10 just stay in the spinning area? 11 A. Yes, yes. 12 Q. And when you worked on the crimpers would 13 you just stay around the crimpers? 14 A. Yes, but in between that. When we moved 15 over to Staple B, Staple B stretched and spinning 16 was connected. 17 Q. Okay. 18 A. You would work both departments there. 19 You'd work stretch line and spinning. 20 Q. And then -- 21 A. There's a different operation. 22 Q. So then the times when you were talking 23 about working in the different areas of the plant 24 would that have occurred during preventative 25 maintenance?	Page 267 1 removed any insulation was back in the late 60s 2 and that was on that pump that lady was asking 3 me about under that vessel I was talking about. 4 That's the only time I removed any insulation 5 was that. 6 BY MR. HANKINS: 7 Q. Okay. 8 A. And I did do that but one or two times. 9 Q. So during your career then, you only 10 removed insulation one or two times? 11 MS. PRYOR: I'm going to object to 12 form. And, counsel, obviously you heard his 13 previous testimony. 14 MR. HANKINS: I mean, that's what he 15 said. You heard it too. 16 THE WITNESS: I don't know how many 17 times I removed it after it was built into that 18 mold form maybe -- I don't know. Three or four 19 times. You know, it wasn't that many times. 20 BY MR. HANKINS: 21 Q. And each time you removed that insulation 22 was so that you could make some of repair to the 23 equipment? 24 A. Yes. 25 Q. Was there dust in the plant just from the

Page 268 1 manufacturing process? 2 A. Sir? 3 Q. Was there any dust in the plant just from 4 the manufacturing process? 5 MS. PRYOR: Object to form. 6 THE WITNESS: I couldn't say. 7 BY MR. HAWKINS: 8 Q. You had mentioned some safety meetings with 9 Daniel last time. 10 A. Yes. 11 Q. Do you recall asbestos being discussed in 12 any of those meetings? 13 A. No. 14 Q. Were you ever aware that some trades at 15 Hoechst had a dusty trades card? 16 A. Had done what? 17 Q. Dusty trades card. Have you heard that 18 term before? 19 A. No. 20 Q. So you never had a dusty trades card? 21 MS. PRYOR: Object to the form. 22 THE WITNESS: No. 23 BY MR. HAWKINS: 24 Q. As far as the insulation materials, do you 25 know if it was either -- do you know if Daniel or	Page 270 1 have. Thank you, sir. 2 MS. PRYOR: Thank you. Does anyone 3 else have questions? 4 MR. MERIWETHER: Not about products or 5 anything. I have a feeling we didn't go 6 through any of the medical stuff. 7 MS. PRYOR: Okay. Well, we need to do 8 that now then. 9 MR. MERIWETHER: I'd hate for you 10 to -- let me see if I can just cut to the 11 chase. 12 EXAMINATION 13 BY MR. MERIWETHER: 14 Q. I think I got it all written down. I'm 15 going to try to be super fast so we get out of your 16 living room. 17 All right, sir. Obviously, one of the 18 reasons that we're all talking to you is that you've 19 been diagnosed with mesothelioma and we understand 20 that. We just want to make sure that we have as 21 complete a medical picture as we can. Before you 22 had the diagnosis of mesothelioma -- and we got 23 boxes of medical records and I just want to hit the 24 highlights just to make sure that we know 25 everything.
Page 269 1 Hoechst ordered those out of the two? 2 A. No, I don't know. 3 Q. And the same for the repair kits, do you 4 know if it was Daniel or Hoechst that ordered 5 those? 6 A. I'd have to say it was Hoechst. 7 Q. Okay. What's your understanding based 8 on? 9 A. Because the material was ordered out of the 10 supply room which was run and operated by Hoechst. 11 Q. Okay. You had mentioned replacing some 12 packing also. When you replaced packing would that 13 be to make a necessary repair? 14 MS. PRYOR: Objection to form. 15 BY MR. HAWKINS: 16 Q. When you replaced the packing was it to 17 replace a piece of equipment, a valve or a pump? 18 MS. PRYOR: Objection. 19 THE WITNESS: Yes. 20 BY MR. HAWKINS: 21 Q. And it was so you could get that pump 22 back -- or valve back up and running so the plant 23 could operate? 24 A. Right. 25 MR. HAWKINS: Okay. That's all I	Page 271 1 When you were a younger man, you were 2 smoker, right? 3 A. Some 30-something years ago. 4 Q. That's what the medical records were 5 saying. And no doubt through the influence of a 6 good woman you gave it up. 7 A. Yes, sir. 8 Q. That's what helps us all. 9 All right, sir. So as a former smoker, 10 just out of curiosity, what brand did you smoke? 11 A. Most the time it was Salem. 12 Q. Salems. All right, sir. Did you ever 13 smoke Kent cigarettes? 14 A. No. 15 Q. We've got a good deal of information about 16 heart troubles with a cardiac pacemaker. I know you 17 got that. And you had some angina and some coronary 18 artery disease. You remember those diagnoses? 19 A. Yes. 20 Q. I'm sure you do. You got some high blood 21 pressure and some -- I guess, the technical term is 22 hyperlipidemia, but it just means, you know, like 23 high fat content in your blood, right? You know, 24 like -- what's the word I'm looking for? 25 MR. HAWKINS: Cholesterol.

Page 272 1 MS. SPINELLI: Cholesterol. 2 MR. MERIWETHER: High cholesterol. 3 Thank you. 4 THE WITNESS: Well, you know, the 5 last -- they may have checked my cholesterol 6 high in my lifetime a couple of times. But 7 once they classify you with high cholesterol, 8 they put you on a pill and they want to keep 9 you on that pill. And every time you're 10 checked, you're cholesterol is all right. So I 11 dropped the pill. I dropped the pill, what, 12 three years ago. I go to the doctor, the 13 cholesterol is fine. As far as he knows, I'm 14 still taking the pill, but I'm not. So the 15 pill, I threw it away. 16 BY MR. MERIWETHER: 17 Q. Good for you. 18 A. So I got no cholesterol problem. 19 Q. Good for you. And we talked, I think, a 20 little bit last time about had you some back 21 problems. In fact, you had a Worker's Comp claim 22 for your back injury. 23 A. Yes. Like I say, we had pretty good size 24 gear that was worn on the shaft come off the oven 25 there in the stretch line and it was -- man, that	Page 274 1 A. No. 2 Q. We can rely on the records or talk to your 3 doctors. I just wanted to know if you had remember 4 that. 5 A. Doctor -- I was going to the lung doctor 6 over here. 7 THE WITNESS: What's his name, Linda? 8 MRS. SEAY: Mendoza. 9 THE WITNESS: Mendoza. 10 BY MR. MERIWETHER: 11 Q. I believe we got his records. 12 A. He said you got COPD and it's serious. 13 Well, I had two operations down here at Spartanburg 14 Regional on a collapsed lung. 15 Q. Right. 16 A. He says, Mr. Seay, you got to understand, 17 you got COPD. It's a serious condition. Well, I 18 had an appointment with a doctor at Emory in 19 Atlanta. 20 Q. Right. 21 A. So I went down there to that doctor and he 22 performed all the tests on me concerning COPD and 23 his tests come up 100 percent negative on all of it. 24 So he said, Mr. Seay, he said, I'm going to send you 25 to a lung surgeon and let you talk with him. He
Page 273 1 thing was so close to coming off of that shaft. And 2 to put that thing in a press and try to press it on. 3 I reached and got that gear and I was going to jerk 4 it out. I reached and got it. And when I jerked, I 5 was bent over and the next thing I know I was on the 6 floor. So I did have back problems for a while. 7 And as a matter of fact, I had back 8 problems for about 10 years. 9 Q. Sure enough. 10 A. I kept praying about it and praying about 11 it and one morning I woke up, I didn't have no back 12 problem and I ain't got none since. 13 Q. That is a great thing. 14 A. So I'm doing to the same thing with this 15 cancer. 16 Q. There you go. 17 A. I'm praying every day the good Lord take 18 this way from me. 19 Q. Good for you. 20 A. I'm still hoping and praying that he will 21 before it's over. 22 Q. A couple of other things: Do you remember 23 getting a diagnosis of either emphysema or what they 24 call COPD or chronic obstructive pulmonary 25 disease?	Page 275 1 said, you don't have no COPD. So he sent me to the 2 lung surgeon. The lung surgeon operated on me, and 3 the operation he went through with a collapsed lung. 4 And just to tell you the truth about the 5 whole situation, they had used talcum powder up here 6 at Spartanburg Regional and they glued my lung in a 7 collapsed position. And my lung was like an 8 umbrella. It couldn't expand. It couldn't 9 decrease. 10 Well, the doctor in Georgia, he repaired 11 that, but when I was ready to walk out of the 12 hospital, he come out there and sat down. He said, 13 Mr. Seay, I fixed your lung, but, he says, I got 14 some bad news for you. He said, you got cancer. 15 You got asbestos cancer. 16 I went back to him and he cut me here and 17 went down in here. Before that, we had a talk and 18 he was going to take this lung out and give me 19 chemo. And then he was going to do radiation and he 20 was going to fix me up. 21 But before that, he cut me here and he went 22 in here and checked the lymph nodes. He come back 23 and says, I'm sorry, but the cancer done spread. 24 There ain't nothing we can do for you. He says, we 25 waited too late. He said, these operations you had

Page 276 1 had made even faster working. 2 And I want to show all of you -- before you 3 leave, I want to show you -- I've been through three 4 operations. The first two -- what makes this thing 5 so bad, is the first two, they operated on me. Took 6 biopsies here at Spartanburg Regional. Mr. Seay, 7 you don't have cancer. That's one thing you don't 8 have to worry about. You don't have cancer. 9 Went back to down there again. They had to 10 operate again. Took a biopsy. Mr. Seay, one thing 11 you don't have to worry about is you got cancer. 12 Now, I go down there at Atlanta and they 13 operated on me and they come out and said, you got 14 12 to 18 months to live if you take chemo. And that 15 was a blow. Man, was that a blow after being told I 16 didn't have cancer. 17 Q. I understand. 18 A. Those two operations -- I mean, he 19 apologized. That was the nicest doctor. He 20 apologized to me. He told me, he said, Mr. Seay, I 21 hate it because I cut on you. He said, I hate it so 22 bad because, he said, it caused that cancer to 23 spread. He said, you done been cut on twice. And 24 he says, I had to go in there. Your lungs 25 collapsed. I had to go in there and see what was	Page 278 1 things, and I appreciate you telling me all 2 this stuff. I really do. 3 MS. PRYOR: Does anyone else have 4 questions? 5 MS. FLYNN: We're going to do that, 6 but we can do that tomorrow. 7 MS. SPINELLI: Can I just clear up one 8 thing? EXAMINATION 9 10 BY MS. SPINELLI: 11 Q. Mr. Seay, when you worked in the PIV 12 gearbox shop do you know what year it was that you 13 worked there? 14 A. Oh, Lord. It was -- I want to say it was 15 '73. Somewhere around in there. 16 Q. Okay. 17 A. Maybe '74. I don't know. 18 MS. PRYOR: All right. Are there any 19 more questions? 20 MS. SPINELLI: Thank you. 21 THE WITNESS: Thank you, ma'am. 22 MR. PRYOR: Not hearing any, this 23 concludes Mr. Seay's discovery deposition and 24 he'll waive signature. We're done. 25 THE COURT REPORTER: Would you like a
Page 277 1 happening. 2 Q. Sure. 3 A. Now, I sit here with two broke ribs. I got 4 two broke ribs here. It's been broke since last 5 November. This doctor in Atlanta was -- when he 6 went in there was going to take this lung out. He 7 was going to take a metal strip and fix those ribs 8 back. But after he found all this cancer, he left 9 the ribs alone. 10 Q. Sure. 11 A. So I'm sitting around with two broke ribs 12 that are just hanging in there right now, and that 13 is some kind of painful. You don't know how painful 14 that is. 15 Q. Oh, I do. I broke my ribs. I feel for 16 you. 17 A. I'm not -- 18 MS. PRYOR: Mr. Seay? 19 THE WITNESS: -- trying to get pity 20 sakes from anybody or anything else, but I have 21 been going through it for a year. 22 MS. PRYOR: We're almost done, sir. 23 Do you have any more questions? 24 MR. MERIWETHER: I think that's all I 25 go. I just had to go through a couple of those	Page 279 1 copy? 2 MS. SPINELLI: Yes. 3 THE COURT REPORTER: Would you like a 4 copy? 5 MR. TARLETON: Please, yes. 6 THE COURT REPORTER: Mr. Root, would you 7 like a copy? 8 MR. ROOT: Just hold on that. 9 THE COURT REPORTER: Mr. Hawkins? 10 MR. HAWKINS: I'll take one. 11 MR. THOENSEN: Yes. 12 THE COURT REPORTER: Ms. Flynn? 13 MS. FLYNN: Yes. 14 THE COURT REPORTER: Mr. Elliot, would you 15 like a copy? 16 MR. ELLIOTT: Please. 17 THE COURT REPORTER: Mr. Frick? 18 MR. FRICK: Yes. 19 (The deposition was concluded at 3:25 p.m.) 20 21 22 23 24 25

1 CERTIFICATE OF REPORTER
2 I, SHARON G. HARDOON, Court Reporter,
3 Notary Public, State of South Carolina at Large, do
4 hereby certify that the foregoing transcript is a
5 true, accurate and complete record.

6 I further certify that I am neither related
7 to nor counsel for any party to the cause pending or
8 interested in the events thereof.

9 Witness my hand, I have hereunto affixed my
10 official seal this 24th day of January 2014 at
11 Greenville, Greenville County, South Carolina.
12
13
14
15
16

17 Sharon G. Hardoon
18 Court Reporter, Notary Public
19 My commission expires:
20 April 7, 2018
21
22
23
24
25

EXHIBIT D

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF
COMMON PLEAS

DENNIS SEAY and
LINDA SEAY,

Plaintiffs,

vs.

3M COMPANY, a/k/a
MINNESOTA MINING &
MANUFACTURING COMPANY,
et al.,

Defendants.

CA No. 2013-CP-42-3915

VIDEOTAPED DEPOSITION OF DENNIS SEAY

(Taken by Plaintiffs)

Spartanburg, South Carolina

January 17, 2014

Reported by: Rebecca L. Arrison
Court Reporter
Notary Public

Page 2	Page 4
1 APPEARANCE OF COUNSEL:	1
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20 INC.:	20 the Plaintiffs, at the home of Dennis Seay,
21 BY: ROBERT O. MERIWETHER	21 630 Overhill Drive, Spartanburg, South Carolina, on
22 NELSON MULLINS RILEY & SCARBOROUGH LLP	22 the 17th day of January, 2014, at 1:00 p.m., before
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1 FOR DEFENDANTS CIRCOR; HOKE:	1
2 BY: DAVID A. ROOT	2 CONTENTS
3 KERNODLE ROOT & COLEMAN	3 THE WITNESS: DENNIS SEAY EXAMINATION
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9 HAWKINS PARNELL THACKSTON & YOUNG	9 INDEX OF EXHIBITS
10 303 Peachtree Street NE, Suite 303	10 Exhibit No. 1 Personal Photo 8
11 Atlanta, GA 30308	11 Exhibit No. 2 Personal Photo 8
12 (404) 614-7455	12 Exhibit No. 3 - Not used -
13 FOR DEFENDANT SULZER PUMPS (US), INC. d/b/a SULZER	13 Exhibit No. 4 Personal Photo 16
14 PUMPS, HOUSTON, INC. (sued as successor-in-interest to	14 Exhibit No. 5 Personal Photo 10
15 PACO PUMPS d/b/a PACIFIC PUMPING COMPANY:	15 Exhibit No. 6 Photo of Tool 50
16 BY: STEPHANIE FLYNN	16 Exhibit No. 7 Photo of Tool 41
17 GALLIVAN WHITE & BOYD, P.A.	17 Exhibit No. 8 Photo of Tool 41
18 55 Beattie Place, Suite 1200	18 Exhibit No. 9 Photo of Tool 43
19 Greenville, SC 29603	19 Exhibit No. 10 Photo of Tool 44
20 (864) 271-9580	20 Exhibit No. 11 Photo of Equipment 45
21 FOR DEFENDANT SPECIAL ELECTRIC COMPANY:	21 Exhibit No. 12 Photo of Material 34
22 BY: ALLAN TARLETON	22 Exhibit No. 13 Photo of Equipment 37
23 THE VANWINKLE LAW FIRM	23 Exhibit No. 14 Photo of Material 32
24 11 North Market Street	24
25 Asheville, NC 28801	25 Certificate of Reporter 81
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1 THE VIDEOGRAPHER: We are on the 2 video record at 12:59:00. Today is January 17th, 3 2014. The location is the home of Denny Seay, 4 630 Overhill Drive in Spartanburg, South 5 Carolina. 6 My name is Steve Godsey, I'm a 7 certified legal video specialist; and the court 8 reporter is Rebecca Arrison. We represent HG 9 Litigation Services. 10 The Civil Action Number is 11 2013-CP-03915, in the matter of Dennis Seay and 12 Linda Seay, versus 3M Company a/k/a Minnesota 13 Mining Manufacturing, et al., and the deponent is 14 Dennis Seay. 15 This deposition is being requested 16 by the plaintiffs' counsel, Simon Greenstone 17 Panatier & Bartlett, P.C. 18 Counsel having been identified on 19 the stenographic record, the court reporter will 20 please swear in the witness. 21 DENNIS SEAY, 22 being first duly sworn, testified as follows: 23 EXAMINATION 24 BY MS. PRYOR: 25 Q. Good afternoon, sir.	1 Q. And, sir, I'm going to mark or hand you what 2 I have marked as Exhibit 1, and this is -- could you 3 take a look at this and then show this to the Jury, 4 please? 5 A. Yes. That's a picture of my wife and me 6 back in my younger days when I was young. 7 Q. Looks like that's around Christmas. 8 A. Yeah, it is Christmastime. 9 Q. Sir, do you and your wife have any children? 10 A. Yes, we do. 11 Q. How many kids do you have? 12 A. We have three. 13 Q. Do they live in the area? 14 A. Yes, ma'am; they live in Spartanburg. 15 Q. Do you have any grandkids? 16 A. I have six, six girls. 17 Q. Houseful of girls. 18 A. Houseful. 19 (Exhibit No. 2 was marked for 20 identification.) 21 Q. Sir, you have given me some photos. I'm 22 going to show you another one. Could you please take 23 a look at this and -- and tell the Jury what we're 24 looking at? 25 A. Yes. That's me and one of my grandkids
Page 7	Page 9
1 A. Good afternoon. 2 Q. Could you please introduce yourself to the 3 Jury. 4 A. I'm Dennis Seay. 5 Q. And how old are you? 6 A. I'm 69. I will soon be 70 the 28th of 7 January. 8 Q. Where do you live? 9 A. I live in Spartanburg, South Carolina, 10 630 Overhill Drive. 11 Q. How long have you lived in Spartanburg? 12 A. All my life. 13 Q. Did you grow up here? 14 A. I grew up here. 15 Q. And, sir, are you married? 16 A. Yes, ma'am. 17 Q. Who are you married to? 18 A. I'm married to Linda Seay. She was a 19 McMahan, Linda McMahan. 20 Q. Now, I won't put you on the spot, but do you 21 recall when you guys got married? 22 A. Yes, I do. It's been some 37 years ago. 23 Oh, yeah, 37, I believe. 24 (Exhibit No. 1 was marked for 25 identification.)	1 there where we were having an outing. We get 2 together and have outings pretty often as a family. 3 Q. That photo looks like it's at a soccer game; 4 is that right? 5 A. Yes, it is. Yes, it is. I believe it is. 6 Q. Would you consider your family to be a close 7 family? 8 A. Very close. It's unusual. I was 9 thinking -- thinking last night when I went to bed, I 10 don't guess we have ever had a -- and it's unusual -- 11 never had a cross word with my in-laws or son-in-law 12 in any way whatsoever, and that's -- I think that's 13 sort of unusual. We have never had a family fuss or 14 parent and son and daughter-in-law fuss. We -- we've 15 been extremely, extremely close -- close-related 16 family. 17 Q. Are you close with your grandkids? 18 A. Very close. My grandkids is number one. 19 Q. What types of activities do you do with your 20 grandkids? 21 A. Me and my grandkids used to go fishing. We 22 would go to the beach and fly kites. We would get 23 down on the beach -- I've had two or three kites, and 24 we would fly those and we would go out fishing, find 25 a fishing -- good fishing spot, and we would go

Page 10	Page 12
1 fishing about every other day and play ball and 2 everything else. We just did all kinds of things. 3 Q. Did you go to their dance recitals? 4 A. Go to their dance recitals and soccer games, 5 basketball games and soccer games. 6 (Exhibit No. 5 was marked for 7 identification.) 8 Q. Sir, I'm going to hand you Exhibit 5, which 9 is another photo that you guys have given us. Would 10 you take a look at that. 11 A. Yes. That's another photo that was taken up 12 at my son's house when we were having a get-together 13 eating. 14 Q. And could you go through and introduce to 15 the Jury who we're looking at, this family of girls? 16 A. Yes. That's Pressley there. She's -- she's 17 been with us since she was a little bitty baby. And, 18 man, she is -- she loves me to death. And I love all 19 my grandkids, but if -- I can't say I got a special 20 grandkid, but if I did have, it would have to be that 21 little Pressley. 22 Q. Well, sir, you're under oath today, so -- I 23 will ask -- 24 A. And this is Emmy, one of my other 25 granddaughters; she's very special to me. And this	1 cancer with -- that asbestos cancer, I can't hardly 2 pronounce it -- mesothelioma. 3 Q. Mesothelioma? 4 A. Right. And -- 5 Q. Do you recall when you were diagnosed with 6 mesothelioma? 7 A. I was diagnosed with that here back, I 8 believe it was in August, this past August. But I've 9 been going to the doctors for years with the same 10 symptoms, and they -- 11 Q. Could you just describe to the Jury your 12 symptoms that you had leading up to your diagnosis? 13 A. Leading up to it, I have been having a lot 14 of pain in here, right here, and I'd describe it 15 pain, right here, every time I went to the doctor. 16 And they would X-ray me and -- and check me and -- 17 and they would diagnose it as COPD or -- or 18 congestive heart failure is their only -- after a 19 long period of time, their only conclusion that they 20 could come up with. Do you want me to continue on 21 that line? 22 Q. Sure. So after you first started seeing 23 doctors, did any of your symptoms change leading up 24 to your diagnosis in August of 2013? 25 A. No, they were all the same. Just for the
Page 11	Page 13
1 is my newest one, is Savanna; she's two years old. 2 And I've been telling her for the last year, I would 3 put my finger up like that and I said, Poppa and 4 Savanna. So they came to visit us the night before 5 last, and they was sitting over there in that chair, 6 and my wife got her and put up her two fingers, she 7 said, Savanna, Mamaw. Little Savanna said, huh-uh, 8 Savanna, Poppa. 9 And this is my wife, and that's Bella over 10 here, my other -- barely have got her in the picture. 11 Bella, my other granddaughter. And they all are 12 very, very, very special to me. I wished I had 50 13 more years to spend with them, I really do. I -- I 14 love them dearly, and they love me dearly. 15 Q. Sir, could you tell the Jury why we're 16 sitting here in your home taking your deposition 17 today? 18 A. I -- I got sick and I came down -- I -- I've 19 been going to the doctor -- you want me to tell the 20 whole story? 21 Q. Sure. How about this, sir: Have you been 22 diagnosed with a cancer? 23 A. Ma'am? 24 Q. Have you been diagnosed with a cancer? 25 A. Yes, I have. I have been diagnosed with a	1 last four, five years, been the same symptoms when I 2 went to the doctor. 3 Q. Can you show the Jury, just generally in 4 your body, where is your cancer? 5 A. It's -- right now it's all in here, over 6 here. 7 Q. And did you ever have fluid in your lungs at 8 any point? 9 A. Yes. They drew off fluids several times. 10 Q. Can you explain to the Jury the procedure 11 that they did to drain that fluid from your lungs? 12 A. They would cut my side and put a tube in and 13 drain it in this container. 14 Q. Do you recall on how many occasions you have 15 had to do that? 16 A. Roughly, counting the last three that I had 17 in me at one time in my side, there's been 11 times, 18 I think, that I have had tubes put in my side. I'm 19 sitting here now with two broke ribs that can't be 20 fixed because they don't want to go in there and cut 21 me no more. And so I'm sitting with two broke ribs 22 right now on account of that. 23 Q. Sir, did you ever have any surgeries 24 relating to your cancer? 25 A. I've had three lung surgeries.

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1 Q. And can you explain to the Jury a little bit
2 about what those surgeries were?
3 A. Well, the first one -- like I say, I kept
4 complaining of these same symptoms. So I was at the
5 emergency room complaining with the same symptom, and
6 they X-rayed me and it showed a -- a very, very small
7 pneumothorax, and they put a tube in me and sent me
8 home. I came home with it in me and kept -- kept it
9 there for 12 days. Well, they took it out, and I
10 kept having the same symptoms.
11 So I went to a lung doctor, Mendoza, and he
12 X-rayed me and he said my lung was -- he showed me
13 it was very, very small, just barely could tell,
14 pneumothorax. So he sent me back to the doctor.
15 Well, he sent me to the doctor and the doctor decided
16 to operate on me.
17 So he operated on me and he told me that --
18 took a biopsy while he was in there. He said, sir,
19 you don't have cancer, that's one thing you don't
20 have to worry about. And he inflated my lung back
21 up, and I came back home.
22 Well, about three weeks later it was
23 collapsed again. So they put a tube in for 14 more
24 days, and it was still showing a small thorax, so he
25 operated on me again. And he said for sure that

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1 time -- he took another biopsy and said, sure, that I
2 wouldn't have to worry about my lung no more as long
3 as I live. And the second biopsy, he said, no
4 cancer. He said, you can feel good about that.
5 Well, I did feel good about that, but my symptoms
6 kept on along that line.
7 And I had an appointment with a lung
8 specialist at Emory University in Georgia. He had
9 did some 30 -- does some 30 lung transplants a year.
10 So I went down there to the lung doctor down there,
11 and he checked me for COPD. He said I didn't have
12 COPD. He says, A, you hardly have any -- anything
13 concerning that. So he sent me to a lung surgeon.
14 I went to the lung surgeon, and he -- he
15 decided he was going to have to -- under his
16 determination, he said that somewhere along the line
17 they used what they called talc on my lung, and it
18 had frozen my lung in a collapsed position like an
19 umbrella, and my lung wouldn't function, and I
20 couldn't inhale or exhale because my lungs froze
21 there. So he operated on me and straightened that
22 out. And he came to me the day we was leaving, he
23 said, sir, he says, I started to come tell you last
24 night but I didn't want to ruin your night, he said,
25 you have got asbestos cancer, and he says, if you get

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1 treatment, you've got 12 to 18 months to live.
2 Q. How did that news make you feel?
3 A. Oh, it hit me like a tractor and trailer
4 truck had run over me or something. Because, see, I
5 had been told -- I been -- I'd done went through two
6 bad lung operations and was told both times that's
7 one thing I didn't have to worry about and that was
8 cancer, and then hit with a -- hit with something
9 like that afterwards and tell me my lifespan was that
10 short, it was a terrific blow.
11 (Exhibit No. 4 was marked for
12 identification.)
13 Q. And I'm going to show you a photo that you
14 have given, and if you can take a look at that, it's
15 Exhibit 4.
16 A. Yes, that's where -- that's just in that one
17 area there where they cut me. There's a whole lot
18 more than that, but that's one area right there, the
19 last -- last surgery I had right there.
20 Q. So that's a scar that you have on the side
21 of your body?
22 A. Right.
23 Q. Sir, since your diagnosis, have you had any
24 treatments for your cancer?
25 A. Yes. I've had chemo. I started taking -- I

Page 17

1 started taking chemo in -- at Emory. And it was so
2 hard driving down there and spending the night down
3 there and -- and sick, getting sick and all of that,
4 you know, so I asked the doctor down there at Emory
5 would it be all right to transfer those treatments up
6 here. So after two treatments down there, I came up
7 here and started my treatments up here.
8 Q. How did the chemotherapy, how did that make
9 you feel?
10 A. Oh, it made me terribly sick. And in fact,
11 it's been going on five weeks now since I had any
12 chemo. We just put it off and probably will stop it
13 completely now. But I haven't had a chemo treatment
14 now in five weeks because of that.
15 I've been -- I've been going to the
16 hospital, started out two times a week getting
17 fluids, then I had to go in there and they had to
18 give me a pint of blood, and then they increased the
19 fluid. I've been going three times a week on Monday,
20 Wednesday and Fridays and giving me fluids, and it
21 seems to help giving me those fluids, keeps me from
22 dehydrating that bad, and it seems to help some.
23 Q. Sir, you have recently had some
24 hospitalizations; is that true?
25 A. Yes. I've been in the hospital, in the last

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1 month or two, maybe three times.
 2 Q. And what were those hospitalizations for?
 3 A. Dehydration. I was dehydrated.
 4 Q. Sir, you had a doctor's appointment this
 5 morning; is that right?
 6 A. Yes, I did.
 7 Q. You had a doctor's appointment yesterday
 8 morning; is that right?
 9 A. Yes, I did.
 10 Q. What news did the doctor give you yesterday?
 11 A. The doctor yesterday told me that he
 12 recommended stopping any and all X-rays. It's
 13 unusual, just completely stopping anything. And he
 14 was going to call hospice -- hospice, and turn me
 15 over to them, in which they have already called and
 16 they're supposed to come out and see me Monday. That
 17 was his recommendation.
 18 Q. Sir, on a daily basis, can you describe for
 19 the Jury, how do you feel?
 20 A. Well, on a daily basis, since my last
 21 operation, I haven't recovered from it, I haven't
 22 been able to do anything. Up 'til that point, I was
 23 able to maybe get out and walk to the mailbox and
 24 walk around a little bit and sort of enjoy the warmth
 25 out there and the green grass and all of that. But

Page 19

1 in the last couple of months, I haven't had no life
 2 other than sitting in this chair and going to the
 3 doctor and laying in the bed.
 4 Q. Sir, are you in pain?
 5 A. I stay in pain all the time.
 6 Q. How has your appetite been?
 7 A. I've lost my appetite. I get so hungry
 8 and -- it's been unbelievable. There's probably been
 9 50 people bring every kind of food imaginable to this
 10 house two or three times a week, and here I am, every
 11 time I take a bite of something, I get sick as you
 12 can get. And it just lays in my stomach and turns
 13 and turns and turns until I throw it up, and then I
 14 get hungry again and go through the same cycle again.
 15 And they just keep bringing that food in here and --
 16 and enticing me to eat, but I just hadn't had no
 17 appetite.
 18 Q. Have you lost weight since your diagnosis?
 19 A. I have lost -- I was up to about 240, and
 20 I'm down to about -- I got down to about 217. And
 21 all these people bring this food here like I'm
 22 talking about, I'm back up -- and taking all these
 23 fluids on top of that, I'm back up to about 226 now.
 24 So I have gained, in the last two or three weeks, a
 25 little bit of weight on account of taking all these

Page 20

1 fluids.
 2 Q. Sir, how has your sleeping changed as a
 3 result of your cancer?
 4 A. Well, I go to bed at night, I'm hurting so
 5 bad, I -- I take pain medication but it don't ease
 6 it. And I lay there 'til 1:00 or 2:00 in the morning
 7 and I doze off.
 8 And it's -- trying to lay in bed, I've got
 9 so much scar tissue from this -- these surgeries I've
 10 had. I haven't laid on this side in over a year. I
 11 can't lay on this side. And there's so much scar
 12 tissue everywhere from all that surgery, because they
 13 cut me three times and all three times they cut in
 14 the same area, and there's so much scar tissue there,
 15 can't get comfortable in the bed. You just lay there
 16 and suffer until you just get numb, and once you get
 17 numb you might doze off a little while. It's -- it's
 18 been pretty bad.
 19 Q. We've talked a little bit about how your
 20 life is today. Prior to your cancer, can you explain
 21 to the Jury a little bit about what your life was
 22 like?
 23 A. Prior to the cancer, I -- I retired right
 24 before I was 65. And the company I was working for,
 25 after I retired for two months and I drew two

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1 Social Security checks, the company come out and
 2 asked me would I come back and work another year. So
 3 I paid Social Security back, the money they had paid
 4 me, and I went back and worked another year.
 5 And since that point, they had told me to
 6 come in and work any and all I wanted to work after
 7 retirement. Well, I went in and worked every year
 8 the limit of what I could make. I would work from
 9 December to June, somewhere like that. And then I
 10 got so bad with this, I couldn't do that no more.
 11 And I was enjoying going fishing. I bought
 12 me a boat. And I enjoy fishing. I bought me a
 13 big -- big bass boat. And got to where I couldn't --
 14 couldn't take my boat and unload it and load it back,
 15 and couldn't sit in the boat that long. So I just
 16 sold my boat here about six months ago. And I've had
 17 no life of activities since.
 18 I mean, I enjoy life. I enjoy getting out
 19 and working in the yard and -- and all of that. And
 20 I just don't have that kind of life no more. And I
 21 miss it and I wished I had it back.
 22 Q. How many times were you able to go fishing
 23 on your boat?
 24 A. I went maybe, in a year's time, maybe three
 25 or four times.

Page 22 1 Q. And other than fishing, you mentioned your 2 garden. I understand that your neighbors have talked 3 to you about how well you kept up your garden in the 4 past. 5 A. Yes, I kept a garden around back. And I 6 worked -- and you wouldn't believe it now, looking 7 out there now, but I worked in the yard, and every -- 8 every -- all the neighbors and everybody's always 9 coming over here and telling me how pretty my yard 10 looked. It stayed green; just full, thick coat. And 11 in the wintertime I would sow rye everywhere, and I 12 had pretty green-staying grass in the wintertime, and 13 everybody would stop, coming up. 14 And I had flowers set out everywhere. I'd 15 set flowers out front and got hanging baskets 16 everywhere and -- and then people would just stop out 17 there on the side of the road and tell me how 18 beautiful it looked down through there. But you 19 wouldn't believe it today because I've got -- been 20 sick, and I dropped all of that, and it don't look 21 like anybody lives here that's got any interest in 22 the outside now, but I did have. 23 Q. Other than being active and going fishing 24 and working outside, could you tell the Jury, 25 generally, how was your health prior to your	Page 24 1 BY MS. PRYOR: 2 Q. Sir, I'm going to ask you a few questions 3 about that. 4 A. Yeah. 5 Q. Did you want to take a break or are you okay 6 to continue? 7 A. No, go ahead, I'm okay. 8 Q. Sir, did you ever work directly for Hoechst? 9 A. No. I worked for Daniels Construction. 10 Q. What years did you work for Daniels 11 Construction? 12 A. From around, I believe it was 1969 to around 13 1978. 14 Q. While you were working for Daniels 15 Construction, what locations or facilities did you 16 work? 17 A. I worked in Staple A, stretch line, PIV and 18 pump shaft, pump shop, and then on crimpers out in 19 the new lines on -- on Staple B. 20 Q. So correct me if I'm wrong, but it sounds 21 like when you were working for Daniels, the site or 22 facility that you did work at was for Hoechst 23 Celanese or Hoechst Fibers; is that right? 24 A. Yes. 25 Q. Other than Hoechst, did you work at any
Page 23 1 diagnosis? 2 A. Prior to my -- prior to I come down with 3 this, I could -- not exaggerating or bragging -- but 4 I could pick up 200 pounds, and walk to here -- I 5 would walk 100 yards with it if I wanted to. I mean, 6 I was just strong, and I thought I was the healthiest 7 man in the world. And I made the statement several 8 times, I never was going to get old. But how wrong I 9 was. I was terribly wrong. 10 Q. Sir, did any of your doctors tell you what 11 they thought caused your cancer? 12 A. They said it was from asbestos. 13 Q. Since hearing that, have you thought back in 14 your life to the times where you believe you were 15 exposed to asbestos? 16 A. Yes, I have. 17 Q. Generally, can you tell the Jury, when in 18 your life do you believe you were exposed to 19 asbestos? 20 DEFENSE ATTORNEY: Object to form. 21 THE WITNESS: I thought back, and 22 the only place -- the only place that I worked 23 around asbestos or was exposed to it, I believe, 24 was Hoechst Fibers, which is Hoechst Celanese, 25 same thing.	Page 25 1 other facilities while you were working for Daniels? 2 A. No. 3 Q. Sir, what type of facility was the Hoechst 4 Fibers facility? 5 A. It made fiber. It made fiber. It's -- 6 looks like a cotton material that they mixed with 7 cotton to make different -- different clothing and 8 all those stuff and everything out of it. 9 Q. And what was Daniels, what was their role 10 over at Hoechst? 11 A. Daniels' role was to maintain equipment and 12 keep the equipment running. 13 Q. What job titles did you have while you 14 worked for Daniels? 15 A. I started out at Hoechst as a millwright 16 helper, but I was only like that for about four, five 17 months, and they moved me up to a millwright. Then 18 again, I'm not bragging, but after about two years -- 19 they classified you over there, they would do a job 20 study of you, and I was classified out of 400 and 21 something millwrights on that job -- in the mid '70s 22 I was classified as the number one millwright on that 23 job site. 24 Q. So for the first four to five months you 25 were a millwright's helper --

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1 A. Yes.
 2 Q. -- and then for the remainder of the period
 3 that you worked for Daniels you were a millwright; is
 4 that right?
 5 A. Right.
 6 Q. Generally, can you explain to the Jury what
 7 your job duties were as a millwright's helper?
 8 A. As a millwright's helper, I worked with a
 9 millwright out there on the job site; whatever he
 10 tells me to do or whatever he needs to do, I would
 11 help him or he would show me how to do it.
 12 Q. What were your hours when you worked as a
 13 millwright's helper?
 14 A. It was from -- I believe it was, back then,
 15 it was from 7:00 to 3:30 or 4:00.
 16 Q. How many days a week would that be?
 17 A. Five days a week. But there was a lot of
 18 overtime involved on account of breakdowns and
 19 shutdowns and all of that.
 20 Q. So the minimum amount of time you were there
 21 would be from 7:00 to 3:30?
 22 A. Right.
 23 Q. Five days a week, sometimes more?
 24 A. (Witness nodded head.)
 25 Q. Sir, when you were a millwright, generally,

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1 what were your job duties?
 2 A. My job duties was anything concerning
 3 equipment out on the floor that tears up or needs
 4 preventative maintenance pulled on it or whatever.
 5 And that was basically anywhere in the plant site
 6 there.
 7 Q. Did you have the same hours when you were a
 8 millwright as you had --
 9 A. Yes.
 10 Q. -- when you were a millwright's helper?
 11 A. Yes.
 12 Q. Sir, how do you believe you were exposed to
 13 asbestos when you were either a millwright's helper
 14 or a millwright working and performing maintenance on
 15 the equipment?
 16 DEFENSE ATTORNEY: Object to form.
 17 THE WITNESS: After thinking back,
 18 when you -- when you went in the plant over
 19 there, all your -- all your steam lines and
 20 Dowtherm lines and all that was insulated with
 21 asbestos. And all these gaskets on all your
 22 piping was asbestos gaskets.
 23 And the reason I was -- I believed
 24 the reason I was exposed to it most of all is
 25 these gaskets sticking to the surface of flanges

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1 and all, and you're having to chisel and sand
 2 and -- and take wire brushes and brush it off and
 3 all of that, so hard to get it off most of the
 4 time. I believe I was exposed pretty bad from
 5 that, that way.
 6 BY MS. PRYOR:
 7 Q. And, sir, let me jump in there.
 8 As you were a millwright's helper and
 9 millwright, you said you were working on equipment.
 10 What -- can you give the Jury an idea of what types
 11 of equipment you would be working on?
 12 A. Oh, we would work on valves, we would work
 13 on -- well, they had degassers in there, extruders in
 14 there, if you want a name, reactors, all kind of
 15 PIVs. You had crimpers, you had what you call set
 16 techs up on stretch line -- that's where you stretch
 17 the material -- and then you had these cutters, your
 18 balers. It was a pretty -- pretty big operation.
 19 Q. And you mentioned one of the ways that you
 20 thought you were exposed to asbestos was from working
 21 with gaskets. Would those be gaskets associated with
 22 those pieces of equipment?
 23 A. Yes.
 24 DEFENSE ATTORNEY: Object to form.
 25 BY MS. PRYOR:

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1 Q. Sir, could you explain to the Jury, who may
 2 not be familiar, just generally, what is a gasket?
 3 A. A gasket is a type of material that you use
 4 to seal an area to keep it from leaking any fluids or
 5 air or steam or whatever out of it. That's mostly
 6 what it's for.
 7 Q. Other than asbestos gaskets, were there
 8 different -- different materials that gaskets were
 9 made out of?
 10 A. Sure, there was different materials. But,
 11 for instance, on -- on the degasser, we had this
 12 compartment up here, it required a silver tone gasket
 13 which was made out of silver, and it was sort of
 14 air -- air compressed to whether it's tighten it up,
 15 torque it in, you could draw in on that surrogated
 16 (sic) surface seal. We did have some gaskets like
 17 that, but they were made out of silver -- silver --
 18 silver tone.
 19 Q. And other than silver gaskets, were there
 20 some copper-type gaskets?
 21 A. Yes, there was a very few, not many. I may
 22 have used one or two, not -- not -- it wasn't -- most
 23 of my gasket working was made from gasket material,
 24 if I made the gaskets myself.
 25 Q. And I guess my point is, is: Could you tell

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1 the difference between different types of gasket 2 material by looking at them? 3 DEFENSE ATTORNEY: Objection. 4 BY MS. PRYOR: 5 Q. Whether it be copper or silver or asbestos? 6 A. Oh, yes. 7 DEFENSE ATTORNEY: Objection. 8 THE WITNESS: Very definitely so. 9 BY MS. PRYOR: 10 Q. Now, the asbestos gaskets, what form were 11 they in? Can you explain to the Jury what they 12 looked like? 13 A. Well, some of it was whitish, some of it was 14 dark gray color, deep gray color. It was -- most of 15 it was sort of white, cream colored to a dark gray 16 color. 17 Q. Sir, did the gasket material, what -- what 18 form did they come in as far as -- can you explain to 19 the Jury what they looked like? 20 A. The gasket material itself? 21 Q. Yes. 22 A. It came in sheets. Most of the time we 23 would get a four-by -- four-by-six or four-by-seven 24 or whatever sheets at a time. 25 Q. And from those sheets, did you have to make	1 material was manufactured by either Armstrong or 2 Garlock or John Crane? 3 A. Their name was on it. 4 (Exhibit No. 14 was marked for 5 identification.) 6 Q. I'm going to show you what I marked as 7 Exhibit 14, if you will take a look at this. 8 A. Yes. 9 Q. Sir, could you show that to the Jury. What 10 is it that you're showing to the Jury? 11 A. That is a flange gasket that's -- looks like 12 it's been a homemade cutout there. And it's a 13 Garlock -- Garlock gasket made from a -- this sheet 14 of material that I was telling you that we get. 15 Q. And, sir, that's a photo that I have 16 provided to you. That's not a photo that you have or 17 you took while you worked at the Celanese facility; 18 is that true? 19 A. No, no. 20 Q. Is that similar to the type of gasket 21 material, asbestos gasket material, that you recall 22 working with -- 23 A. Yes. 24 Q. -- while you worked at -- 25 DEFENSE ATTORNEY: Object to the
Page 31	Page 33
1 gaskets? 2 A. Yes. We would cut flange gaskets out of it 3 or whatever. 4 Q. Can you explain just generally to the Jury 5 how you went about making gaskets out of that gasket 6 sheet material? 7 A. Well, we had a -- we had -- it was a 8 four-inch flange or a six-inch flange, it had, say, 9 four bolt holes and some of them half-inch bolt 10 holes -- I believe it's half-inch on your four-inch 11 flange. You get up there a little bigger, you've got 12 three-quarter-inch bolts in it. We had different 13 patterns that we already had made up that we used to 14 stamp out the gaskets with. 15 Q. Sir, do you recall the brand name or 16 manufacturer name of any of the gasket material that 17 you worked with? 18 DEFENSE ATTORNEY: Objection; 19 form. 20 THE WITNESS: We used -- we used 21 Armstrong and Garlock and John Crane and -- there 22 was one or two more. I can't think of them right 23 now, but there's one or two more. 24 BY MS. PRYOR: 25 Q. And how did you know that that gasket	1 form. 2 BY MS. PRYOR: 3 Q. -- Hoechst? 4 A. Yes. 5 Q. And, sir, sometimes I will refer to it as 6 Hoechst, sometimes I have referred to it as 7 Celanese -- 8 A. Yes. 9 Q. -- and I will try to stay streamlined with 10 it. 11 A. Well, it was Hoechst when I worked there. 12 Q. Sir, can you -- well, sir, what is packing? 13 A. Packing is -- is a type of material that you 14 use. It's a gasket -- not a gasket but a -- it's 15 either roping or square. You get -- you get some 16 that's in a rope form, that's on a roll, and you get 17 some that's in boxes, that would be square. When I 18 say "square," four corners like 5/16ths or 3/8ths or 19 whatever diameter you need. It's a -- it's a 20 material that you use to seal an area around a shaft 21 or whatever. 22 Q. And you explained just generally, but why 23 would you need packing to seal an area around a 24 shaft? 25 A. To keep leaks and -- if you're sealing off

Page 34 1 an area to keep leak -- water leaks or any kind of 2 chemical leak or whatever from coming out of the 3 vessel or box or whatever you're working on. 4 Q. Did you work with packing while you worked 5 for Daniels at Hoechst? 6 A. Yes. 7 (Exhibit No. 12 was marked for 8 identification.) 9 Q. I'm going to show you what I have marked as 10 Exhibit 12. Would you take a look at that, sir. 11 A. Yes. 12 Q. And, sir, could you show that to the Jury. 13 A. (Witness complied.) 14 Q. And what is -- what is that? Can you 15 explain what's in the picture? 16 A. That is the packing that we used on a lot, 17 lot of our equipment as far as sealing off the areas 18 like I was talking about. 19 Q. And again, that's a picture that I have 20 provided, but does that look the same or similar to 21 some of the packing that you worked with -- 22 A. Yes. 23 Q. -- at Hoechst? 24 A. Yes. Yes, it is. In fact, it might have 25 been about a 3/8th square packing there.	Page 36 1 to be chill water cooled out here to keep from 2 burning the bearing and your packing up, I guess. 3 And you got your packing, packing all the way 4 around that shaft back through there, and then 5 you got your packing gland that goes on and your 6 nuts that you tighten up with to seal the area 7 off where no -- one thing, no air can get in 8 there in that -- and into the particles that's in 9 the degasser and -- to seal it off. 10 BY MS. PRYOR: 11 Q. And other than the degasser, were there 12 other types of equipment that used gaskets and 13 packing? 14 A. Yes. Most all your pumps used it. Some 15 pumps used, you know, rubber gaskets. But most of 16 them required either square or rope packing in it. 17 Q. With -- did pumps require -- that you worked 18 on -- at least some of the pumps require asbestos 19 gaskets or packing? 20 A. Yes, yes. Ones that was pumping special, 21 like I was talking about Dowtherm, and most all of 22 your pumps down there at the DMT plant was pumping 23 chemicals and different type chemicals, and you had 24 to have a better gasket than a regular gasket for 25 that particular operation.
Page 35 1 Q. And you say "square packing." What are you 2 referring to when you say -- 3 A. That right there is -- I call it square 4 packing. I don't know the proper name, because it's 5 four corners, and then you can get it, according to 6 what area you got, you can get it 5/16th thick, 3/8th 7 of an inch thick or whatever, you know. It's not no 8 one certain size, it's just whatever size you need 9 for that particular job. 10 Q. And other than square packing, were there 11 different types of packing that you worked with? 12 A. Yes. You had round, roll -- rope packing. 13 You had different -- different kind. 14 Q. Sir, what types of equipment utilized 15 asbestos gaskets or packing that we just talked 16 about? 17 DEFENSE ATTORNEY: Object to form. 18 THE WITNESS: Okay. We had 19 reactors, and reactors I'm talking about -- and 20 degassers, I'm talking about these huge vessels, 21 almost half as big as this room, that your 22 polymer goes into, your melted chips go into, and 23 you've got your drive shafts and all that coming 24 out each end, and you probably got 14, 16 inches 25 long journal (phonetic) coming out. And it's got	Page 37 1 Q. You say a "better gasket." What do you mean 2 by that? A stronger gasket? 3 A. Yes. 4 Q. Because the chemicals can be abrasive? 5 DEFENSE ATTORNEY: Object to form. 6 BY MS. PRYOR: 7 Q. Is that -- 8 A. Yes. 9 Q. Sir, did valves -- you mentioned earlier 10 that one of the pieces of equipment that you worked 11 on were valves. 12 A. Yes. 13 Q. Did valves require or use asbestos gaskets 14 or packing? 15 DEFENSE ATTORNEY: Object to form. 16 THE WITNESS: Well, that's what we 17 used. 18 (Exhibit No. 13 was marked for 19 identification.) 20 BY MS. PRYOR: 21 Q. I'm going to show you what's been marked as 22 Exhibit 13. Could you take a look at that, sir. 23 DEFENSE ATTORNEY: I'm going to 24 object to form and foundation. 25 THE WITNESS: Yes.

Page 38 1 BY MS. PRYOR: 2 Q. Sir, can you describe to the Jury what that 3 is a picture of? 4 A. That's a valve, a portion up here where your 5 bonnet and packing is located on it. 6 Q. Can you point to the Jury where there would 7 be asbestos gaskets in that picture? 8 A. You would have one here, and then your 9 packing would be right in here. 10 Q. I'm going to ask you if you can hold it 11 right here so that they can see it. 12 A. (Witness complies.) 13 Q. All right. Can you point where the asbestos 14 gaskets would be? 15 A. You've got one here -- 16 DEFENSE ATTORNEY: Object to the 17 form. 18 THE WITNESS: Your packing's in 19 here. 20 BY MS. PRYOR: 21 Q. Gotcha. Would there be gaskets anywhere 22 else other than right here? 23 DEFENSE ATTORNEY: Objection. 24 THE WITNESS: Possibly. You would 25 have gaskets here and here.	Page 40 1 generally how you believe you were exposed to 2 asbestos, and the -- one of the ways you said is when 3 removing asbestos gaskets and packing from equipment. 4 Can you explain to the Jury, generally, what was your 5 process for removing gaskets from a piece of 6 equipment? 7 DEFENSE ATTORNEY: Object to form. 8 Kathryn, I'm sorry, can we have a 9 stipulation that an objection by one is good for 10 all? 11 MS. PRYOR: Sure. 12 DEFENSE ATTORNEY: Okay. Thanks. 13 THE WITNESS: My train of 14 thought -- 15 BY MS. PRYOR: 16 Q. Sure, let me ask again. Sir, could you 17 explain to the Jury how you would go about removing 18 an asbestos gasket from a piece of material? 19 DEFENSE ATTORNEY: Object. 20 BY MS. PRYOR: 21 Q. Or a piece of equipment? 22 DEFENSE ATTORNEY: Object to form. 23 THE WITNESS: Most of the time you 24 would use a -- according on where you're removing 25 it from, you can use a screw to screw into a
Page 39 1 BY MS. PRYOR: 2 Q. So there would be -- so, sir, there would be 3 gaskets where there -- where the valve would be 4 connected to line, and those are those side 5 gaskets -- 6 A. Right. 7 Q. -- is that right? 8 DEFENSE ATTORNEY: Object to the 9 form. 10 BY MS. PRYOR: 11 Q. And then there would be gaskets on that top 12 material which you refer to as -- 13 A. Yes. 14 Q. -- the bonnet? 15 A. Yes. 16 DEFENSE ATTORNEY: Object to form. 17 BY MS. PRYOR: 18 Q. And packing would be -- can you point one 19 more time where packing would be? 20 DEFENSE ATTORNEY: Object to the 21 form. 22 THE WITNESS: Right in here on 23 this one here. 24 BY MS. PRYOR: 25 Q. Sir, you mentioned earlier when I asked you	Page 41 1 packing and pull it out, or a pick. And then the 2 other way is using a scrape or anything to get it 3 off, and then you would use a brush. And it was 4 a pretty hard process of getting it off. 5 BY MS. PRYOR: 6 Q. And we'll talk about packing in a second. 7 But why would the gasket -- why would it be a hard 8 process to remove an asbestos gasket from a piece of 9 equipment like a pump or a valve? 10 A. Because when it gets dried out and gets 11 embedded, most of -- most flanges has a surrogated 12 surface on it, and you put that gasket material in 13 there and you tighten down on it, it gets embedded in 14 that surrogated surface, it gets just like almost -- 15 steel is steel. And then when you go to change that 16 gasket, you want to get it as clean as you can to 17 where when you put a new one in and tighten it up, it 18 won't be, you know, having a leak or something there. 19 So that surrogated surface, you have to 20 scrape and scrape and scrape, and then you brush and 21 brush and brush to get the old gasket off. 22 (Exhibit Nos. 7 and 8 were marked for 23 identification.) 24 Q. And you said "scrape." I'm going to show 25 you what I marked as Exhibit 7 and 8. Could you take

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1 a look at these two pictures, sir.
 2 A. Yes.
 3 Q. And, sir, again, these are photos that I
 4 provided you, but could you explain to the Jury what
 5 those are?
 6 A. Well, you've got a putty knife there and
 7 you've got a -- looks like a homemade scrape over
 8 here made out of a -- looks like it may have been
 9 made out of a file. You've got a sharp point on this
 10 end, it's been ground down on this end. It's an
 11 instrument to remove that packing.
 12 Q. And, sir, did you use tools like a scraper
 13 when you were --
 14 A. Yes.
 15 Q. -- trying to remove gaskets from surfaces
 16 that had been -- well, let me rephrase that.
 17 Did you use a scraper --
 18 DEFENSE ATTORNEY: Objection.
 19 THE WITNESS: Yes.
 20 BY MS. PRYOR:
 21 Q. -- or tools similar to that when you removed
 22 gaskets from a piece of equipment?
 23 DEFENSE ATTORNEY: Objection.
 24 THE WITNESS: Yes.
 25 BY MS. PRYOR:

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1 Q. And, sir, I may not have asked, but when we
 2 were looking at the picture of the valve, this is a
 3 picture that I have provided to you, but is this the
 4 same or similar to types of valves that you worked
 5 on --
 6 A. Yes.
 7 Q. -- when you worked at Hoechst?
 8 A. Yes.
 9 DEFENSE ATTORNEY: Object to the
 10 form.
 11 (Exhibit No. 9 was marked for
 12 identification.)
 13 BY MS. PRYOR:
 14 Q. Sir, you mentioned using a wire brush to
 15 remove gasket materials from pieces of equipment like
 16 pumps and valves. Can you take a look at what I have
 17 marked as Exhibit 9?
 18 A. Yes.
 19 Q. And can you explain to the Jury what that
 20 is?
 21 DEFENSE ATTORNEY: Object.
 22 THE WITNESS: That is a wire
 23 brush. It's -- it's basically a -- they call it
 24 a welder's brush. Welders use it a lot when they
 25 weld, but it's also a very handy instrument when

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1 you're changing gaskets.
 2 BY MS. PRYOR:
 3 Q. And how would you use a wire brush to remove
 4 gasket material from --
 5 A. You would scrape --
 6 Q. -- pumps or valves?
 7 DEFENSE ATTORNEY: Object to form.
 8 THE WITNESS: You would scrape
 9 your surface and brush off all the material that
 10 you could that's left on your flange or wherever
 11 you're changing it at.
 12 BY MS. PRYOR:
 13 Q. Did you ever have need to use a mechanical
 14 wire brush or a power wire brush --
 15 A. Yes.
 16 Q. -- to remove gasket material?
 17 DEFENSE ATTORNEY: Object to form.
 18 THE WITNESS: Yes, I have had to
 19 use -- they make wire brushes with a little stem
 20 on it you put in drill motors, and I have used
 21 them a good bit putting it in a drill motor and
 22 brushing the surface real good.
 23 (Exhibit No. 10 was marked for
 24 identification.)
 25 BY MS. PRYOR:

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1 Q. I'm going show you what I have mark as
 2 Exhibit 10. Would you take a look at that?
 3 A. Yes.
 4 Q. Can you explain to the Jury --
 5 DEFENSE ATTORNEY: Object to form.
 6 BY MS. PRYOR:
 7 Q. -- what that is a picture of?
 8 A. That is a -- it's not a drill motor. That's
 9 some other type instrument other than a drill motor,
 10 but it's got a wire brush on it like I used in a
 11 drill motor.
 12 Q. So it's not exactly the same to the one that
 13 you used, but would you say that that's similar in
 14 that it was a mechanical wire brush --
 15 A. Yes.
 16 DEFENSE ATTORNEY: Object to form.
 17 BY MS. PRYOR:
 18 Q. -- that required power?
 19 A. Yes.
 20 DEFENSE ATTORNEY: Object to form.
 21 (Exhibit No. 11 was marked for
 22 identification.)
 23 BY MS. PRYOR:
 24 Q. And to give the Jury an idea of -- of what a
 25 surface with a gasket that had been adhered to it

Page 46 1 looks like, I want to show you what's Exhibit -- 2 marked as Exhibit 11. 3 DEFENSE ATTORNEY: Objection; 4 foundation. 5 BY MS. PRYOR: 6 Q. Could you take a look at that, sir. 7 A. Yes. That's -- that's a good example of 8 what 90 percent of your gaskets looked like when 9 you're replacing them. 10 DEFENSE ATTORNEY: Object to form. 11 BY MS. PRYOR: 12 Q. So when you were at -- 13 DEFENSE ATTORNEY: Foundation. 14 Sorry. 15 BY MS. PRYOR: 16 Q. So when you were at Hoechst and you're 17 talking about removing gaskets with either a scraper 18 or a wire brush or a mechanical wire brush, that 19 would be the example of at least what a gasket would 20 look like that you would have to remove? 21 DEFENSE ATTORNEY: Objection. 22 THE WITNESS: Yes. 23 DEFENSE ATTORNEY: Object to form. 24 BY MS. PRYOR: 25 Q. And again, this is -- this is a picture that	Page 48 1 with valves, but, generally, where were gaskets 2 located on pumps that you worked on? 3 A. Most of the time it was just around your 4 shaft, drive shaft. 5 Q. And did you have to remove gasket material 6 from pumps in the same way that you described -- 7 A. Yes. 8 Q. -- removing gasket materials for other 9 equipment and valves? 10 A. Yes. 11 DEFENSE ATTORNEY: Objection. 12 DEFENSE ATTORNEY: Objection; 13 form. 14 BY MS. PRYOR: 15 Q. Sir, do you recall the manufacturer name of 16 any of the valves that you removed gasket material 17 from? 18 A. And we're talking about what now? 19 Q. Sure. Do you recall the brand name or 20 manufacturer name of any of the valves that you 21 recall removing asbestos gaskets from? 22 A. Yes. 23 DEFENSE ATTORNEY: Objection. 24 BY MS. PRYOR: 25 Q. And what are some of those brand names that
Page 47 1 I have provided to you. 2 A. Yes. 3 Q. But is it the same or similar to what the 4 conditions of gaskets that had adhered to the surface 5 looked at -- looked like when you were at Hoechst? 6 A. Yes. 7 DEFENSE ATTORNEY: Objection. 8 DEFENSE ATTORNEY: Form. 9 BY MS. PRYOR: 10 Q. Sir, what conditions were created when you 11 were removing gasket material that had adhered to the 12 surface of either pumps or valves -- 13 DEFENSE ATTORNEY: Objection. 14 BY MS. PRYOR: 15 Q. -- when you would be removing it? 16 DEFENSE ATTORNEY: Objection. 17 THE WITNESS: You would have a 18 whole lot of dust, and not only -- not only fine 19 dust from the gasket itself, but you -- you would 20 be brushing on a -- if it wasn't stainless steel, 21 you would be brushing on a steel part that had 22 rust on it. So you would be brushing the rust 23 off the surface as well as the gasket material. 24 BY MS. PRYOR: 25 Q. And we discussed a little bit about gaskets	Page 49 1 you recall? 2 A. Some of them was Powell valves. And you 3 had -- I can't think right now. I've lost my train 4 of thought. The gentleman sitting over there, his 5 valves. 6 Q. Let the record reflect he is referring to -- 7 A. Well, I have totally lost my whole train of 8 thought. 9 Q. Sure. 10 A. I can't think right now. 11 Q. Other than Powell valves, there were other 12 brands of valves that you -- 13 A. Yes, yes, lots of them. 14 Q. Sir, do you recall working on Crane valves? 15 A. Yes. That's my gentleman right over there, 16 Crane valves. 17 Q. Sir, you had started talking about it 18 earlier, but what tool did you use to remove packing 19 from valves? 20 A. We had a screw, screw-type little ol' thing 21 that we would go in there and try to screw it into 22 the packing itself and pull it out, and then we had a 23 pick with a sharp point on it, we would use it to go 24 in there and try to pick it out that way. 25 (Exhibit No. 6 was marked for

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1 identification.)
 2 Q. Can you take a look at what I've marked as
 3 Exhibit 6.
 4 A. Yes, that's the type we used to go in there
 5 and screw into the gasket itself and pull it out.
 6 Q. The tool you used to help remove the
 7 packing?
 8 A. Yes.
 9 Q. Sir, did you ever use any compressed air
 10 when you were removing packing from the valve stem?
 11 A. Yeah --
 12 DEFENSE ATTORNEY: Objection.
 13 THE WITNESS: We would -- you
 14 know, you had small dusty type material left down
 15 in there between -- especially on valves on your
 16 stem. You would go in there and blow it out
 17 before you started your packing in there.
 18 BY MS. PRYOR:
 19 Q. When you would use that tool to remove
 20 packing from a valve stem, did it come out in one
 21 piece?
 22 A. Sometimes and sometimes not.
 23 Q. On the occasions that it didn't, is that the
 24 occasion that you would use compressed air or did you
 25 use it as a matter of practice?

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1 A. No.
 2 DEFENSE ATTORNEY: Objection.
 3 THE WITNESS: If it -- if you
 4 was -- had to scrape that material out, you
 5 pulled it out, you had -- still had your stem in
 6 there and all, you would -- I would take it and
 7 blow it off, you know, enough that I could get my
 8 packing back in there and it wouldn't be nothing
 9 to upset it in any kind of way.
 10 BY MS. PRYOR:
 11 Q. What conditions were created, generally,
 12 when you were removing this -- this asbestos packing
 13 from the valve stem?
 14 DEFENSE ATTORNEY: Objection.
 15 DEFENSE ATTORNEY: Objection.
 16 THE WITNESS: You just had a lot
 17 of small pieces and dust from it.
 18 BY MS. PRYOR:
 19 Q. Sir, how did the process -- well, first, was
 20 there any packing associated with pumps?
 21 A. Yes.
 22 Q. And how did the process of removing packing
 23 from pumps differ from that of removing it from
 24 valves, if any?
 25 A. It was a little, little easier removing it

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1 from pumps than it was valves, I thought, but it was
 2 basically the same.
 3 Q. Do you recall the manufacturer or brand name
 4 of any of the pumps that you worked on when you were
 5 at Hoechst?
 6 A. I have worked on Ingersoll pumps and --
 7 Lord, there was four, five, six different brands I
 8 worked on. My train of thought today, ma'am, is not
 9 with me for some reason.
 10 Q. You're -- you're doing just fine. If you
 11 want to take a break, just let me know at any time.
 12 Okay?
 13 A. (Witness nodded head.)
 14 Q. So you tell me.
 15 Sir, do you recall working on any Pacific
 16 pumps --
 17 DEFENSE ATTORNEY: Objection.
 18 BY MS. PRYOR:
 19 Q. -- when you worked at Hoechst?
 20 A. Any what?
 21 Q. Pacific pumps.
 22 DEFENSE ATTORNEY: Objection.
 23 THE WITNESS: Yes, we had -- we
 24 had some, yes.
 25 BY MS. PRYOR:

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1 Q. Do you recall working on those --
 2 A. Yes.
 3 Q. -- during your time working at Hoechst?
 4 A. Yes.
 5 Q. Now, to give the Jury an appreciation, are
 6 you able to estimate how many valves were at the
 7 entire Hoechst facility?
 8 A. How many valves? Oh, probably, not
 9 exaggerating in any way whatsoever, between 2,000 and
 10 3,000, maybe more.
 11 Q. And similar with pumps, as you sit here
 12 today, are you able to offer any estimation as to how
 13 many pumps would be present at the Hoechst facility?
 14 A. It would run in a couple hundred, probably.
 15 Q. Now, this entire period that you were
 16 working for Daniels at Hoechst, were you the only
 17 employee performing maintenance work on pumps or
 18 valves or any pieces of equipment there?
 19 A. No.
 20 Q. So there were other employees also working
 21 on those pieces of equipment?
 22 A. Yes.
 23 Q. Would you -- would there be occasions that
 24 you would be working in a close vicinity to other
 25 Daniels co-workers who would be working on asbestos

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1 gaskets or packing associated -- 2 A. Yes. 3 Q. -- with pumps or valves? 4 DEFENSE ATTORNEY: Objection. 5 THE WITNESS: Yes. 6 BY MS. PRYOR: 7 Q. Over that period of time that, I believe it 8 was a nine-year or so period of time, would there be 9 occasions where you worked on a pump or a valve more 10 than one time? 11 A. Yes. 12 Q. And on those occasions that you worked on a 13 pump or a valve more than one time, would it also be 14 fair to say that you would be removing or replacing 15 asbestos gaskets that you yourself had previously 16 installed? 17 DEFENSE ATTORNEY: Objection. 18 DEFENSE ATTORNEY: Objection. 19 DEFENSE ATTORNEY: Form. 20 THE WITNESS: Yes. 21 BY MS. PRYOR: 22 Q. Now, when you had to work on pumps and 23 valves, and you had to replace the asbestos gaskets 24 or packing, where did you go about to get those 25 replacement parts?	1 repair kit. Or if I was specifying whatever for it, 2 they would give me that and I would take it back and 3 install it. And I would use the blueprint -- I would 4 use the blueprint or the parts list print that 5 explained to you exactly how to put the part in and 6 everything. That's what I used to do it with. 7 Q. Where did those replacement kits come from? 8 A. Come from the manufacturey (sic). 9 Q. So, for example, if you were working on a 10 Crane valve and you needed replacement parts for 11 that, you went to the supply room and matched up the 12 numbers to a replacement kit that was provided by 13 Crane? 14 A. Right. 15 DEFENSE ATTORNEY: Object to the 16 form. 17 BY MS. PRYOR: 18 Q. And would that be similar to other 19 manufacturers? So if you went in looking for 20 replacement parts for an Ingersoll Rand pump, you 21 would go in and you would figure out where -- where 22 the I.D. number was? 23 A. Yes. 24 Q. And then you would get the replacement parts 25 that Ingersoll Rand would provide?
Page 55	Page 57
1 DEFENSE ATTORNEY: Objection. 2 THE WITNESS: To the supply room. 3 BY MS. PRYOR: 4 Q. And can you explain to the Jury just 5 generally how you went about figuring out what parts 6 needed to go with which particular pump or valve? 7 A. Ma'am, would you bring the question back 8 again? 9 Q. Sure. Can you explain to the Jury just 10 generally how you went about figuring out which parts 11 were particular to a certain pump or valve that you 12 were working on? 13 A. We would use -- especially now that we built 14 the shop or PIVs and valves and -- not necessarily 15 valves but PIVs and pumps and gear boxes, they would 16 come -- I wouldn't go out in the field and take them 17 out. They would come to me already took out and 18 tagged out what was wrong with them; if it was 19 leaking around the packing or whatever. And I would 20 get the tag -- tag off from it, and I would look -- 21 look in the book. We had books in there. And I 22 would pull the drawing on it and -- pull the drawing 23 on it, and with the drawing it would have a parts 24 list, and I would go to the supply room and give them 25 that identification number, and they would give me a	1 A. Yes. 2 DEFENSE ATTORNEY: Objection. 3 BY MS. PRYOR: 4 Q. Was this a matter of practice that you did 5 and was in place for all the pieces of equipment that 6 were at the facility? 7 A. Yes. 8 DEFENSE ATTORNEY: Objection. 9 THE WITNESS: That was -- that was 10 a matter of practice for everybody on the job 11 site. They would -- we -- we -- we didn't -- we 12 didn't pre-fab any -- any gaskets that we needed 13 or packing or anything as far as it being on a 14 valve or a pump or -- or a PIV or whatever. We 15 didn't manufacture it there at the shop unless 16 there were no kit or anything available, and then 17 you would, you know, resort to making it 18 yourself. 19 But that was already preset in the 20 supply room. Everything was set up and 21 everything had two or three -- at least three -- 22 spare samples of this one particular item to 23 where they don't ever run out, and -- and that 24 was just practice for the whole -- whole plant 25 site. It was a very, very huge supply room, and

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1 they had a huge inventory of spare parts.
 2 BY MS. PRYOR:
 3 Q. Sir, I was asking you about valves earlier
 4 and certain manufacturers, and I -- I forgot to ask
 5 you: Did you ever work on any Westinghouse valves?
 6 DEFENSE ATTORNEY: Objection.
 7 THE WITNESS: Yes, I have.
 8 BY MS. PRYOR:
 9 Q. And did you work on those in the same manner
 10 that you described earlier as far as having to remove
 11 gaskets, asbestos gaskets or packing from?
 12 A. Yes. I was --
 13 DEFENSE ATTORNEY: Objection.
 14 THE WITNESS: I was talking
 15 yesterday about I did some work on the
 16 Westinghouse, they had some air valves in there,
 17 but wasn't but just a very, very few.
 18 BY MS. PRYOR:
 19 Q. Sir, you mentioned that some of the piping
 20 at the Hoechst facility was -- had asbestos
 21 insulation around that. Do you recall that, sir?
 22 A. Yes.
 23 DEFENSE ATTORNEY: Objection.
 24 BY MS. PRYOR:
 25 Q. Were you ever around insulators when they

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1 would be insulating pipe --
 2 A. Yes.
 3 Q. -- at the Hoechst facility?
 4 DEFENSE ATTORNEY: Objection.
 5 THE WITNESS: Yes. When we were
 6 working in there and insulators was working,
 7 there was no -- no separation in there. You're
 8 liable to be -- you're liable to be in there
 9 working, the insulators working here, you're
 10 liable to have sheet metal workers right over
 11 here, you would have three or four different --
 12 different crews of people working in the same
 13 general area at one time.
 14 BY MS. PRYOR:
 15 Q. And generally, what would they be
 16 insulating?
 17 A. Insulating either a vessel or -- or a shaft
 18 or a pump under some of these vessels, and the
 19 vessels their self or insulating pipe where somebody
 20 has tore the insulation off.
 21 Q. You -- you've described work as far as
 22 insulators insulating different pieces of equipment
 23 and other co-workers removing and replacing gasket
 24 material from pieces of equipment.
 25 DEFENSE ATTORNEY: Object to form.

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1 BY MS. PRYOR:
 2 Q. Generally, what are -- what were the
 3 conditions of the facility when everybody was doing
 4 that kind of work?
 5 A. It was pretty --
 6 DEFENSE ATTORNEY: Objection.
 7 THE WITNESS: -- pretty dusty.
 8 BY MS. PRYOR:
 9 Q. And what was the flooring made out of at
 10 that facility?
 11 A. Part of it was -- part of it was cement and
 12 then part of it was grating, a grated floor.
 13 Q. And which floors were grated?
 14 A. From the second -- second, third and fourth
 15 floor had grating on part of it.
 16 Q. So if someone was working on a piece of
 17 equipment on the second floor or the third floor, if
 18 material or debris from that equipment or from that
 19 insulation or from those gaskets or packing were
 20 falling down, where would they go?
 21 DEFENSE ATTORNEY: Objection.
 22 THE WITNESS: Oh, well, most of
 23 the time the -- the -- where the grating was,
 24 most of the time it was a vacuum upward. And if
 25 you was working -- if somebody was working on the

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1 second floor and working on something creating
 2 dust, and you was working on the third floor
 3 right above them there, you would be getting the
 4 full wind of it because -- seemed like when you
 5 got that grating floor and different stories
 6 high, it's always like a chimney, you know,
 7 it's -- everything is rising in the air.
 8 BY MS. PRYOR:
 9 Q. And, sir, when you're working on pumps and
 10 valves on occasions when maybe that work was
 11 necessary, so emergency repairs, is that one type of
 12 occasion?
 13 A. Yes.
 14 Q. You also mentioned preventative maintenance.
 15 Can you explain to the Jury what that is?
 16 A. Preventative maintenance, we would have it
 17 pretty often on -- on an individual line. We
 18 would -- we would -- they would come around the day
 19 before or we would go around the day before and we
 20 would look at different pieces of equipment and see
 21 what looks like it might, in the near future, require
 22 something done to it. And we would shut that line
 23 down and we would do our regular routine maintenance
 24 on that line, but we would catch these things that we
 25 thought in the near future would -- would mess up, so

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1 we would catch them while the line was down, and that
2 was for preventative maintenance right there.

3 Q. Were there also occasions where shutdown
4 would occur?

5 A. Yes.

6 Q. And generally, what is a shutdown?

7 A. When -- shutdown is when they shut the line
8 down, and you start in the basement on that
9 particular line, and you -- you pretty well go all
10 the way out on it, repairing any and everything that
11 you think needs repairing and -- and replacing almost
12 everything on the -- on the line.

13 Q. How often would shutdowns occur?

14 A. Shutdowns on a complete line like that
15 couldn't require -- wouldn't happen maybe every two
16 or three years on a complete shutdown. Preventative
17 maintenance, maybe once every -- every six months to
18 a year. But a complete shutdown on a line, it would,
19 you know, happen maybe every two or three years.

20 Q. What would be your hours, on average, during
21 a complete shutdown?

22 A. On a complete -- complete shutdown, it would
23 run probably 100, 105 hours a week.

24 Q. And how many weeks did a shutdown last, on
25 average?

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1 A. They would just last -- most of the time,
2 most I have seen it last would be down at the DMT
3 plant, it would last sometimes a week.

4 Q. During those shutdowns, would you work on
5 equipment like pumps or valves more often than you
6 would on a normal basis?

7 DEFENSE ATTORNEY: Objection.

8 THE WITNESS: Yes.

9 BY MS. PRYOR:

10 Q. During a shutdown, generally, what -- what
11 was the condition of the Hoechst facility?

12 A. Ma'am?

13 Q. During a shutdown when you have both
14 yourself and other co-workers working on all the
15 equipment, can you explain to the Jury what the
16 conditions were of the facility?

17 A. It was pretty dirty and nasty. Everybody --
18 you had sheet metal workers in there, you had
19 electricians, you had millwrights, and you had
20 every -- every type craft there were on the job site
21 in there in that one particular area working at the
22 same time. It was pretty -- pretty dusty, nasty
23 condition.

24 Q. Outside of the shutdowns, on a regular
25 basis, would you say that working -- your work on

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1 equipment like pumps and valves, that was pretty
2 regular?

3 DEFENSE ATTORNEY: Objection.

4 DEFENSE ATTORNEY: Objection.

5 THE WITNESS: Yes.

6 BY MS. PRYOR:

7 Q. Sir, did you ever see a warning on any of
8 the pieces of equipment that you worked on while
9 working at Hoechst that informed you that working
10 with components, asbestos components associated with
11 that equipment, could cause the cancer that you have
12 now?

13 A. No.

14 DEFENSE ATTORNEY: Objection.

15 BY MS. PRYOR:

16 Q. At any point in time, did you see any
17 warnings around any of the pipe insulation or from
18 any of the Hoechst employees that informed you that
19 exposure to asbestos from either insulation or
20 working with any asbestos components would cause the
21 cancer that you have now?

22 DEFENSE ATTORNEY: Objection.

23 THE WITNESS: No.

24 BY MS. PRYOR:

25 Q. Had you have been told or informed that

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1 working with asbestos components can cause cancer
2 like what you have now, what would you have done?

3 DEFENSE ATTORNEY: Objection.

4 THE WITNESS: Had I been told, I
5 would have quit immediately. And I wouldn't
6 have -- I wouldn't have taken a chance for no
7 amount of money than what we get paid, I would
8 have never taken a chance of catching something
9 like this for that little bit of money. I never
10 would have done it.

11 MS. PRYOR: Okay. Let's take a
12 break. How about that?

13 THE WITNESS: Okay.

14 THE VIDEOGRAPHER: We are off --
15 this is the end of media unit one of the video
16 deposition. We are off the video record at
17 2:11:49.

18 (A recess was taken.)

19 THE VIDEOGRAPHER: This is the
20 beginning of media unit two of the video
21 deposition of Dennis Seay. We are back on the
22 video record at 2:35:37.

23 BY MS. PRYOR:

24 Q. Sir, I just have a few more questions about
25 your work when you were working for Daniels.

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1 During the entire time that you worked at
 2 the Hoechst facility, you were actually an employee
 3 of Daniels Construction; is that true?
 4 A. That's true.
 5 Q. Who was in charge of writing your paycheck?
 6 A. Daniels.
 7 Q. Who was the company that could fire you if
 8 that occasion arose?
 9 A. Daniels.
 10 Q. Who would be in charge of your day-to-day
 11 duties?
 12 A. We had a lead man -- Hoechst Fiber
 13 supervisor would tell the lead man what he wanted
 14 done for that day, and he would instruct us what to
 15 do.
 16 Q. After being told what task to do by a
 17 Hoechst employee, did Daniels have the ability or the
 18 means to figure out how that should be getting done?
 19 DEFENSE ATTORNEY: Object to form.
 20 THE WITNESS: Yes.
 21 BY MS. PRYOR:
 22 Q. So if the Hoechst man said we need to fix,
 23 you know, this pump or this valve or this line, it
 24 was actually Daniels who decided how that work went
 25 about getting done; is that true?

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1 A. Yes.
 2 Q. Did Hoechst have its own maintenance
 3 division?
 4 A. No.
 5 Q. Did Hoechst have its own construction
 6 division?
 7 A. No.
 8 Q. Is maintenance on equipment like pumps or
 9 valves that you described earlier, is that the type
 10 of work that Hoechst employees were expected to do?
 11 A. No, they didn't do nothing like that.
 12 Q. What was the role of the Hoechst employees
 13 at that facility?
 14 A. Hoechst just was strictly production
 15 workers. They maintained the lines running the
 16 material through; that's all they did.
 17 Q. And again, generally, what was the role of
 18 the Daniels' employees at the facility?
 19 A. What we did is maintained equipment to keep
 20 it running as far as working on it, repairing it or
 21 whatever or installing new equipment.
 22 Q. And so as far as kind of a division, Hoechst
 23 employees were in charge of the actual operation or
 24 production of either the fibers or the chemicals, and
 25 Daniels employees were in charge of the maintenance;

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1 is that --
 2 A. Correct.
 3 Q. -- accurate?
 4 Did you participate in the operation of any
 5 of the equipment?
 6 A. No.
 7 Q. Would you say that the work that Daniels
 8 performed at Hoechst, would you say that that's
 9 significantly different than what the role and the
 10 work of the Hoechst employees were?
 11 A. Yes.
 12 Q. You have had a previous deposition in this
 13 case, and in that deposition you were asked about
 14 whether or not entire lines were needing to be shut
 15 down during times of maintenance. Do you recall
 16 those questions?
 17 A. Yes.
 18 Q. Would there be auxiliary lines at the
 19 facility so that if there was a shutdown on a
 20 particular line, the process moved through an
 21 auxiliary line while work was being done on this
 22 line?
 23 DEFENSE ATTORNEY: Objection.
 24 THE WITNESS: No. It was -- when
 25 you shut a line down, that line -- if you're

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1 shutting a whole complete line down, I'm talking
 2 about from spinning, you continued running the
 3 stretch line, you wasn't shutting it down. But
 4 if you was shutting spinning down to do
 5 preventative maintenance, you would want to shut
 6 that whole line down and do it on from spinning
 7 through stretch to where you wouldn't have two
 8 shutdowns, you would only have the one.
 9 BY MS. PRYOR:
 10 Q. And I guess my question is: Would you agree
 11 that maintenance and work on equipment was occurring
 12 on a continual basis --
 13 A. Yes.
 14 Q. -- at the facility?
 15 Would you also agree that if everything had
 16 to be shut down during the times of maintenance that
 17 there would be zero production ever, if that was the
 18 case?
 19 A. Yes.
 20 Q. So there were times where you could work on
 21 equipment and the entire facility wouldn't be shut
 22 down when that work was happening?
 23 A. Correct.
 24 DEFENSE ATTORNEY: Objection.
 25 BY MS. PRYOR:

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1 Q. Because that would be inefficient -- 2 A. Right. 3 Q. -- and nothing would ever get done. 4 A. (Witness nodded head.) 5 Q. Sir, you mentioned that you were working at 6 the time of your diagnosis. 7 A. Yes. 8 Q. Where were you working? 9 A. Precision Bearing. 10 Q. And how many hours a week did you work? 11 A. I was working 40 hours a week. 12 Q. And -- 13 A. Not the complete year. After I retired, and 14 I said previously that they called and wanted me to 15 come back to work and work another year, and I did. 16 After that, I would work 40 hours a week until I drew 17 all I could draw, the government would allow me to 18 draw, then I would retire 'til the next year. And I 19 did that up 'til -- right up until a couple of weeks 20 before I had this operation, I mean. 21 Q. And earlier you said you were working about 22 six months a year; is that about accurate? 23 A. Yes. 24 Q. At 40 hours a week? 25 A. Yes.	1 We talked a little bit earlier about how 2 mesothelioma has affected you and how you're feeling. 3 How has your diagnosis affected your family? 4 A. It has affected us terribly, terribly bad, 5 just -- just like yesterday, my daughter, she went to 6 the doctor's office with us yesterday, and she was 7 sitting there in the doctor's office when the doctors 8 told us to stop everything and that he was turning me 9 over to hospice. She busted out crying. And she was 10 real, real upset yesterday. 11 And she stays upset a lot because she's 12 asked me, I don't know how many times this year, 13 Daddy, can we just go to the mountains? We'll take 14 care of you and we can -- we always went to the 15 mountains every December as a whole family, our whole 16 family. And then every year when we took a vacation, 17 we would go to Myrtle Beach and rent a big house on 18 the -- on the water itself. And we did that every 19 year, every single year we went to the mountains and 20 the beach or wherever as a whole, complete family. 21 And it's affected my whole family, bad. 22 They -- they -- we all enjoyed one another's company 23 and being around one another. And my grandkids, 24 it's -- it's affected them. And they come to me and 25 Poppa, Poppa, let's go to the beach, because we
Page 71	Page 73
1 Q. Do you recall how much you were making? 2 A. They were -- they were paying me \$20 an 3 hour, and I went to them there the last year I was 4 working and I told them to -- if they would, cut it 5 back to 16, because I'm getting old and my job wasn't 6 as -- I wasn't producing as -- as much as I was 7 earlier. So they didn't do it on their own. I asked 8 them would they cut me from 20 to 16 because I felt 9 like, you know, they were overpaying me. 10 Q. So you were -- you were keeping everybody 11 honest? 12 A. Yes. 13 Q. Sir, how long did you plan on -- prior to 14 getting this cancer, how long did you plan on 15 continuing to work that six months a year? 16 A. I was planning on working up until I got 17 totally disabled. And had I not come down with this 18 cancer, I would be working today. 19 Q. Was there ever an age that you had planned 20 on retiring or stopping work completely? 21 A. No, not being as I had it set up to where I 22 could work, you know, three months a year or six 23 months a year or whatever I wanted to work. I was 24 intending to do that until I died, if I was able. 25 Q. Sir, I just have a few more questions.	1 always -- we always played -- took horseshoes and 2 took those -- two sets of those balls that you roll 3 and hit one another -- I done forgot now what you 4 call it. We always took them. I've still -- I've 5 got two sets here. And we took those. We was always 6 doing something like that all the time. 7 And it's -- like I say, it's -- my grandkids 8 tell me all the time, they come up to me, Poppa, when 9 we going to the mountains? When we going to the 10 mountains? And I miss it. And my wife misses it. 11 And my whole family misses it. And I wished it 12 wasn't like that. I wished it wasn't. 13 But the good Lord's in control, and I have 14 left it up to him. And I'm praying that he will heal 15 me. I hope and pray he does. I hope and I'm praying 16 every day that the Lord will heal me. And I have 17 been believing strongly that he will. And I'm hoping 18 yet that he will. 19 MS. PRYOR: Thank you, sir. 20 That's all that I have. 21 THE WITNESS: Okay. 22 MS. PRYOR: So they're going to 23 ask you a few questions now. 24 THE WITNESS: Okay. Thank you, 25 ma'am.

Page 74 1 MS. PRYOR: Sure. 2 EXAMINATION 3 BY MR. MERIWETHER: 4 Q. Clip that on and try not to hit my 5 spectacles. Back on? Apparently we're already on. 6 All right. Mr. Seay, hi. We have talked to 7 you, as you know, we talked to you yesterday. 8 A. Yes, sir. 9 Q. And we talked to you, I guess a couple of 10 months ago. And just the same as today in the sense 11 that we had a court reporter writing down everything 12 that we said, but in -- in the last two times we 13 didn't have a video camera, so -- 14 A. Yes, sir. 15 Q. -- just because we've got the movie camera 16 on, I don't necessarily want to go through every 17 little bit again. 18 A. Yes, sir. 19 Q. So let me just tag off on -- you know, on 20 all three occasions, I know you have told us the 21 truth. 22 A. Yes, sir. 23 Q. And we talked about -- well, obviously we 24 talked a lot about your work. 25 A. Yes.	Page 76 1 Mr. Crane (sic). 2 THE WITNESS: All right. Be well. 3 All right. Anybody else? 4 MR. HAWKINS: Just a couple real 5 quick. 6 EXAMINATION 7 BY MR. HAWKINS: 8 Q. Mr. Seay, how are you doing today? 9 A. Not too good. 10 Q. Okay. Well, I understand that. And I want 11 to take a little of your time as possible. I 12 appreciate you letting me be here today in your home. 13 A. Yes, sir. 14 Q. You talked about working for Daniel. 15 A. Yes, sir. 16 Q. And Daniel, my understanding is that Daniel 17 was the on-site maintenance company at Hoechst; is 18 that correct? 19 A. Correct. 20 Q. And so if there was something that broke, it 21 would be a Daniel employee that fixed it, right? 22 A. Yes. 23 Q. And the repairs that you made, were those 24 important to the continued operation of Hoechst? 25 MS. PRYOR: Object to form.
Page 75 1 Q. We talked about procedures. 2 A. Yes, sir. 3 Q. We talked about equipment. 4 A. Yes, sir. 5 Q. We talked about insulation. 6 A. Yes, sir. 7 Q. We have talked about -- in many cases we 8 talked about your memory or in other cases about your 9 best estimates, right? 10 A. Yes, sir. 11 Q. And just for the sake of the video camera, 12 if we took those things that were written down from 13 those other depositions and put them on a screen over 14 your head, you would stand by them today? 15 A. I believe I would. 16 Q. I know you would. 17 All right, sir. And we talked briefly about 18 your medical history, and you probably know you have 19 given us permission, signed authorizations, to go 20 talk to your doctors. 21 A. Yes. 22 MR. MERIWETHER: So I don't want 23 to go through any of that. I will just say, 24 thank you very much for your time. 25 THE WITNESS: Thank you, sir,	Page 77 1 THE WITNESS: Yes, it was. 2 BY MR. HAWKINS: 3 Q. And you talked about some preventative 4 maintenance. Was that preventative maintenance 5 necessary to the continued operation of the plant? 6 A. Very much so. 7 Q. Okay. And you talked about a supply room, I 8 believe. Is that what you called it? 9 A. Yes. 10 Q. And the parts that were in that supply room, 11 were they essential to the -- allow you to make your 12 repairs to equipment? 13 MS. PRYOR: Objection to form. 14 THE WITNESS: Yes, sir. 15 MR. HAWKINS: Okay. That's all I 16 have. Thank you, sir. 17 THE WITNESS: Thank you. 18 MS. PRYOR: Anyone else have 19 questions? 20 I am just going to grab Theile 21 real quick and we can stay on the record, and I 22 may not have any more. 23 (Off-the-record discussion.) 24 25 EXAMINATION

Page 78 1 BY MS. PRYOR: 2 Q. Sir, I just have one more question for you. 3 This time a year ago, did you ever imagine that you 4 would be diagnosed with a fatal cancer? 5 A. No, I certainly didn't. 6 Q. What's the hardest part about having 7 mesothelioma? 8 A. Well, the hardest part about it is 9 knowing -- the very hardest part about it is knowing 10 that you're going to leave here, definitely going to 11 leave here, and you know it's going to be soon. You 12 don't know when. And you try your best to keep your 13 hopes up and be strong for your family and grandkids 14 and all. It's hard. It's hard. 15 Hurt, hurt 24 hours. I don't know about 16 these other cancers, I don't know how they are, but 17 this cancer is in my lining, I believe it's all in my 18 stomach now, and when they cut on me over here so 19 much, it's got over in that area now. And -- and, 20 you know, some -- some -- some doctors will tell you 21 that this cancer is only in your lungs. That's not 22 so. Nowhere near is that so. It can get spread in 23 other areas from operation, when you're operated on. 24 And I have terrible, terrible pains, and I 25 have terrible, terrible scar tissue problems. I have	Page 80 1 only hope. That's the only hope for all of you 2 sitting in here is for one day you're going 3 somewhere. If you believe in eternity, you're going 4 somewhere. You're either going up or you're going 5 down. And like I say, I want to go up. 6 And I'm -- I know I'm close. I know I'm 7 close. And I'm praying today, give me some more 8 time, Lord. But when I'm laying in there hurting 9 real bad, I'm praying, Lord, go ahead and take me on 10 home. I'm ready to come, I'm ready to come and -- 11 MS. PRYOR: That's all I have. 12 Thank you very much, Mr. Seay. 13 THE VIDEOGRAPHER: This is the end 14 of the video deposition, the end of media unit 15 two of the video deposition of Dennis Seay. We 16 are off the video record at 2:45:24. 17 (End of videographic record.) 18 MS. PRYOR: We're going to waive 19 signature. 20 And just for the record, we did 21 not use Exhibit Number 3, so that will be missing 22 in the next in line. 23 (The deposition concluded at 2:45 p.m.) 24 25
Page 79 1 like marbles that big around all in my back that I 2 lay down on every night. And I can't lay on this 3 side, period. Not any -- I haven't laid on it. From 4 all those operations. And lay on this one side, 5 trying to get comfortable, and you get on your back, 6 and it's like you have laid down on a bunch of 7 marbles. It's been a terrible, terrible year. 8 I mean, one day I'm hoping, praying the Lord 9 to go ahead and take me home today, don't -- just 10 don't let me suffer no more; take me home today. And 11 then I get to thinking about my family and my 12 grandkids and all, then I'm praying to the good Lord 13 to just heal me, let me stay here a little longer 14 where I can enjoy my grandkids and all just a little 15 more. 16 And I'm not just saying this because 17 these -- y'all are here or they're taking video. I'm 18 as -- I'm as truthful as I can be about it. I've got 19 to be. Because they ain't but two places I'm going: 20 That's either up or down. And they ain't no amount 21 of money on this earth would -- would -- would allow 22 me, and believe you me I'm telling you the truth, 23 they ain't no amount of money would allow me to sit 24 here and tell you a lie for any amount of money to 25 keep me out of heaven up there, because that's my	Page 81 1 STATE OF SOUTH CAROLINA 2 COUNTY OF SPARTANBURG 3 4 REPORTER'S CERTIFICATE 5 I, Rebecca L. Arrison, a Notary Public in and for 6 the State of South Carolina, do hereby certify that 7 there came before me on the 17th day of January, 2014, 8 the person hereinbefore named, who was by me duly 9 sworn to testify to the truth and nothing but the 10 truth of his knowledge concerning the matters in 11 controversy in this cause; that the witness was there 12 upon examined under oath, the examination reduced to 13 typewriting under my direction, and the deposition is 14 a true record of the testimony given by the witness. 15 I further certify that I am neither attorney or 16 counsel for, nor related to or employed by, any 17 attorney or counsel employed by the parties hereto or 18 financially interested in the action. 19 IN WITNESS WHEREOF, I have hereto set my hand, 20 this 23rd day of January, 2014. 21 22 Rebecca L. Arrison, Notary Public 23 My Commission Expires: 4/30/2017 24 HG Litigation Services 25 Firm No. Dallas: 69 Houston 373 1-888-656-DEPO

EXHIBIT E

SOCIAL SECURITY ADMINISTRATION
Baltimore, Maryland 21290-0300

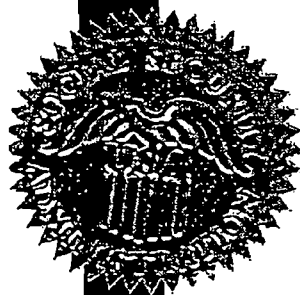
CERTIFICATION OF EXTRACT FROM RECORDS

Pursuant to the provisions of Title 42, United States Code, Section 3505, and the authority vested in me by 45 F. R. 47245-46. I hereby certify that I have legal custody of certain records, documents, and other information established and maintained by the Social Security Administration, pursuant to Title 42, United States Code, Section 405, and that the annexed is a true extract from such records in my custody as aforesaid.

I certify that all signatures of Social Security Administration officials on the annexed document(s) are genuine and made pursuant to the signers' official capacity.

I further certify that these records may not show all the earnings reported for the periods ending after December 31, 2012 because of the time required to receive and process reports.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Social Security Administration to be affixed this 29TH day of MARCH, 2014



Stephanie S. Harrison
Stephanie S. Harrison,
Director
Division of Earnings Record Operations
Office of Central Operations

SSA-1826

ITEMIZED STATEMENT OF EARNINGS
* * * FOR SSN XXX-XX-1440 * * *

FROM: SOCIAL SECURITY ADMINISTRATION
OFFICE OF CENTRAL OPERATIONS
300 N. GREENE STREET
BALTIMORE, MARYLAND 21290-0300

NUMBER HOLDER NAME: DENNIS SEAY
YEARS REQUESTED: 1959 THRU 2013

WRITTEN DEPOSITION SERVICE
1750 VALLEY VIEW LANE STE 210
DALLAS TX 75234

EMPLOYER NUMBER: 57-
COMMUNITY CASH STORES INC
CAMP WADSWORTH
10 BROOKSIDE CIR
GREENVILLE SC 29609-5002

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1959	107.00	45.00			\$152.00

EMPLOYER NUMBER: 57-
SPARTAN INTERNATIONAL INC
BANKRUPTCY ESTATE
JOHN FORT TTEE
% JOHN K FORT TRUSTEE
PO BOX 789
DRAYTON SC 29333-0717

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1960			120.91		\$120.91
1962	412.06				\$412.06

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* * * ITEMIZED STATEMENT OF EARNINGS
FOR SSN XXX-XX-1440 * * *

EMPLOYER NUMBER: 57-0377950
BRISTOL METAL PRODUCTS
PROCESS EQUIPMENT DIVISION
1201 UNION ST
P O BOX 1330
SPARTANBURG SC 29301-0000

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1962			663.15	792.93	\$1,456.08
1963	718.17	911.04	703.82	699.49	\$3,032.52
1964	515.55	363.66	731.57	119.25	\$1,730.03
1965				590.84	\$590.84
1966	780.33	1092.56	776.53	1035.09	\$3,684.51
1967	142.25	1283.10	798.60		\$2,223.95

EMPLOYER NUMBER: 04-1258850
DRAPER CORP
25 HOPEDALE ST
HOPEDALE MA 01747-0000

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1964	227.12				\$227.12

EMPLOYER NUMBER: 56-0774763
INTERNATIONAL STEEL ERECTORS
3328 CENTRAL AVE
P O BOX 9246
CHARLOTTE NC 28205-0000

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1964		214.88			\$214.88

EMPLOYER NUMBER: 58-0835734
CAPITAL CITY MACHINE SHOP INC
PO BOX 47938
ATLANTA GA 30362-0938

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1964				629.66	\$629.66
1965	169.60				\$169.60

EMPLOYER NUMBER: 57-0420759
REEVES MACHINERY CO
P O BOX 233
SPARTANBURG SC 29301-0000

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1965	74.25				\$74.25

SSA-1826

* * * ITEMIZED STATEMENT OF EARNINGS * * *

FOR SSN XXX-XX-1440

EMPLOYER NUMBER: 57-0300158
 TYGER CONSTRUCTION CO INC
 1001 BAYHILL DR FL 2
 SAN BRUNO CA 94066-3061

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1965				261.58	\$261.58

EMPLOYER NUMBER: 57-0474032
 DEVCO INC
 P O BOX 4381
 SPARTANBURG SC 29303-0000

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1967	1095.46				\$1,095.46

EMPLOYER NUMBER: 57-0484654
 PRECISION BEARING & MACHINE INC
 PO BOX 6051
 SPARTANBURG SC 29304-6051

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1967			448.80	1139.96	\$1,588.76
1968	1242.08	1502.59	786.73	1402.88	\$4,934.28
1969	1129.59				\$1,129.59
1980					\$4,596.18
1981					\$11,725.31
1982					\$15,857.20
1983					\$17,309.87
1984					\$19,058.32
1985					\$19,252.48
1986					\$20,853.76
1987					\$19,769.59
1988					\$22,363.67
1989					\$24,058.35
1990					\$25,424.09
1991					\$24,774.11
1992					\$27,587.20
1993					\$27,914.01
1994					\$30,249.16
1995					\$32,327.63
1996					\$31,777.34
1997					\$34,194.52
1998					\$39,530.90
1999					\$40,065.51
2000					\$40,041.27
2001					\$37,503.94
2002					\$38,997.98
2003					\$39,069.76
2004					\$39,673.69

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* * * ITEMIZED STATEMENT OF EARNINGS * * *
FOR SSN XXX-XX-1440

2005	\$45,454.15
2006	\$45,006.69
2007	\$9,272.78
2008	\$9,712.73
2009	\$5,228.27
2010	\$8,172.00
2011	\$10,704.00
2012	\$1,584.00

EMPLOYER NUMBER: 56-0931461
SYNALLOY CORP
IPSCO DIVISION
P O DRAWER 10218
CHARLOTTE NC 28201-0000

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1969	296.53	1312.25	435.00	1955.69	\$3,999.47
1970	1599.01	1642.89	1335.78		\$4,577.68

EMPLOYER NUMBER: 57-0426694
SYNALLOY CORP
DIV & AUGUSTA CHEM DIV
775 SPARTAN BLVD
SPARTANBURG SC 29301-1370

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1970			556.16	1681.87	\$2,238.03
1971	1880.33	1800.52	960.39		\$4,641.24

EMPLOYER NUMBER: 57-0150130
DANIEL INTERNATIONAL CORP
% BETH WOLFE C103S
100 FLUOR DANIEL DR
GREENVILLE SC 29607-2761

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1971			853.10	2723.68	\$3,576.78
1972	3027.68	3091.92	2880.40		\$9,000.00
1973	3029.48	2924.64	2748.37	2097.51	\$10,800.00
1974	3105.39	3328.01	2620.98	2439.51	\$11,493.89
1975				3512.61	\$3,512.61
1976	4402.15	3796.02	3626.25	3475.58	\$15,300.00
1977	4183.15	3333.20	3141.08	1495.32	\$12,152.75
1978					\$15,693.86
1979					\$11,548.78
1980					\$224.70

SSA-1826

ITEMIZED STATEMENT OF EARNINGS
* * * FOR SSN XXX-XX-1440 * * *

SELF EMPLOYMENT:

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2006					\$4,341.00

EMPLOYER NUMBER: 54-1778627
NYT SHARED SERVICE CENTER INC
101 W MAIN ST
NORFOLK VA 23510-1646

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2007					\$1,718.00

***** THERE ARE NO OTHER EARNINGS RECORDED UNDER THIS *****
***** SOCIAL SECURITY NUMBER FOR YEAR(S) REQUESTED *****

EXHIBIT F

Page 1		Page 3	
1	STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS	1	APPEARANCES (cont'd):
2	COUNTY OF SPARTANBURG)	2	MR. SCOTT E. FRICK, ESQUIRE
3	DENNIS SEAY and LINDA SEAY,)	3	HAYNSWORTH, SINKLER, BOYD, P.A.
4	Plaintiffs,)	4	One North Main, 2nd Floor
5	-vs-) Civil Action No.:	5	Greenville, SC 29601-2772
6	2013-CP-42-03915	6	FOR THE DEFENDANTS:
7	3M COMPANY, a/k/a MINNEBOTA)	7	MR. STEPHANIE G. FLYNN, ESQUIRE
8	MINING & MANUFACTURING)	8	GALLIVAN, WHITE & BOYD, P.A.
9	COMPANY, et al.)	9	55 Beattie Place, Suite 1200
10	Defendants.)	10	Greenville, SC 29601
11	STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS	11	FOR THE DEFENDANT:
12	COUNTY OF SPARTANBURG)	12	(Seay case)
13	STEVEN G. SARRATT,)	13	Sulzer Pumps (US)
14	Individually and as Personal)	14	(Sarratt case)
15	Representative of the Estate)	15	Flowserve Corp.
16	of KENOPHON GARY SARRATT,)	16	f/k/a Durrill Co.
17	Deceased,)	17	FOR THE DEFENDANT:
18	Plaintiff,)	18	(Sarratt case only)
19	-vs-) Civil Action No.:	19	Eaton Corp.
20	2013-CP-110596	20	FOR THE DEFENDANTS:
21	ALFA LAVAL, INC., et al.,)	21	MR. STEVEN W. OULTS, ESQUIRE
22	Defendants.)	22	TURNER, PADGETT, GRAHAM & LANEY, PA
23	The Video Deposition of RONNIE THOMPSON was taken	23	1901 Main Street
24	on behalf of the Plaintiffs at the Holiday Inn Express	24	17th Floor
25	Hotel and Suites, 161 Sba Lane, Spartanburg, SC, 29307 on	25	Columbia, NC 29201
	Friday, the 27th day of June, 2014 commencing at 10:05		FOR THE DEFENDANT:
	a.m. before Tamara R. Thompson, a Certified Stenographic		(Seay case only)
	Reporter and Notary Public within and for the County of		Special Electric Co.
	Spartanburg, State of South Carolina.		
Page 2		Page 4	
1	APPEARANCES:	1	APPEARANCES (cont'd):
2	MR. KEVIN W. PAUL, ESQUIRE	2	MR. PEDEN BROWN MCLEOD, JR., Esq.
3	SIMON, GREENSTONE,)	3	(Sarratt case only)
4	PANATIER, BARTLETT)	4	ARMSTRONG INT'L, INC. P.O. Box 1200
5	3232 McKinney Avenue, Suite 610)	5	Charleston, SC 29402
6	Dallas, TX 75204	6	FOR THE DEFENDANT:
7	MR. ERIC A. LUDWIG, ESQUIRE	7	MR. MICHAEL JAMES BOGLE, ESQUIRE
8	HAWKINS, PARNELL, THACKSTON & YOUNG	8	WOMBLE, CARLYLE, SANDRIDGE & RICE
9	4000 SunTrust Plaza)	9	550 South Main Street
10	303 Peachtree Street NE)	10	Suite 400
11	Atlanta, GA 30308-3243	11	Greenville, SC 29601
12	MR. ANDREW S. ROGERS, ESQUIRE	12	FOR THE DEFENDANT:
13	EVERETT, WEATHERSBY, HOUFF)	13	(Seay and Sarratt)
14	3455 Peachtree Road NE,)	14	Hoke
15	Suite 1550)	15	P.O. Box 13897
16	Atlanta, GA 30326	16	Charleston, SC 29422-2897
17	MS. SAMIA H. NETTLES, ESQUIRE		
18	RICHARDSON PLOWDEN)		
19	40 Calhoun Street, Suite 220)		
20	Charleston, SC 29401		
21	MR. ROBERT O. MERIWETHER, ESQUIRE		
22	NELSON, MULLINS,)		
23	RILEY & SCARBOROUGH, LLP)		
24	1320 Main Street, 17th Floor)		
25	Columbia, SC 29201		
	FOR THE DEFENDANT:		
	(Seay and Sarratt)		
	William Powell Co.		

RONNIE THOMPSON

Page 5	Page 7
1 APPEARANCES (cont'd): 2 (The following counsel participated by telephone.) 3 FOR THE DEFENDANT: MR. BENJAMIN M. JOYCE, ESQUIRE 4 (Sarratt case only) MR. C. TYSON NETTLES, ESQUIRE 5 Velen HOOD LAW FIRM, LLC 6 17 Meeting Street 7 Charleston, SC 29401 8 FOR THE DEFENDANT: MR. DANIEL B. WHITE, ESQUIRE 9 (Seay and Sarratt) GALLIVAN, WHITE & BOYD, P.A. 10 Plover Corp. 55 Beattie Place, Suite 1200 11 f/k/a Duriron Co. Greenville, SC 29601 12 FOR THE DEFENDANT: MS. BREON C.M. WALKER, ESQUIRE 13 (Sarratt case only) GALLIVAN, WHITE & BOYD, P.A. 14 INO Industries, Inc. 1201 Main Street, Suite 1200 15 Columbia, SC 29201 16 FOR THE DEFENDANT: MR. WILLIAM A. COLLINS, JR. 17 (Sarratt case only) DOUGALL & COLLINS 18 INO Industries, Inc. 1700 Woodcreek Farms Road 19 Suite 100 20 Elgin, SC 29045 21 FOR THE DEFENDANT: MR. LOUIS P. HEARN, ESQUIRE 22 Cameron Int'l Corp. PIERCE, HEARN, SLOAN & WILSON, LLC 23 321 E. Bay Street 24 Charleston, SC 29401 25	1 MR. PAUL: First of all, it's been brought 2 to my attention that some people don't intend 3 on signing off on a scheduling order in this 4 case. I don't know why. 5 DEFENSE: Which case? 6 MR. PAUL: In the Seay case. 7 DEFENSE: Okay. 8 MR. PAUL: I don't know why, but I mean, we 9 should come to some sort of an agreement, you 10 know, as to deadlines, for a September 29th 11 trial. So I'll work with you-all, you know. 12 Just I would appreciate some feedback. 13 MR. MERIWETHER: Just don't jam me up, 14 please. That's what you're trying to say. I 15 know. 16 MR. PAUL: I don't even mind being jammed. 17 I just think it's something that we should iron 18 out. We have a September 29th trial date, you 19 know. 20 And, also, I'm only going to dismiss 21 people that ask questions that I don't 22 believe belong in the case. That's how I roll. 23 So, anyway, I would like to say that 24 on the record this deposition is being conducted 25 pursuant to the South Carolina Rules of Civil
Page 6	Page 8
1 INDEX TO EXAMINATIONS: 2 PAGE: 3 Direct Examination by Mr. Paul 10 4 Cross Examination by Mr. Ludwig 74 5 Cross Examination by Ms. Nettles 112 6 Cross Examination by Mr. Rogers 139 7 Cross Examination by Mr. Meriwether 157 8 Cross Examination by Mr. Thomsen 173 9 Redirect Examination by Mr. Paul 185 10 Recross Examination by Mr. Meriwether 186 11 Certificate of Transcript 189 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 Procedure. I would like to stipulate that an 2 objection for one is an objection for all, if 3 that's all right with y'all. 4 (The speakerphone rang. People were talking on the 5 phone.) 6 MR. PAUL: Hey, guys. We're actually on 7 the record right now. So can you just mute your 8 phones? And at the break you can e-mail the 9 court reporter your appearances, and she'll give 10 you her e-mail address. Okay? Thank you. 11 You guys want to stipulate that all 12 objections except as to form are reserved until 13 the time of trial? 14 DEFENSE: Yes. 15 DEFENSE: Sounds good. 16 MR. PAUL: So stipulated. Okay. That's 17 good. 18 DEFENSE: Kevin, one more thing. We talked 19 about this in the other depositions this week. 20 And a lot of the parties -- some parties are 21 here for Sarratt. Some parties are here for 22 Seay. And so my understanding from talking to 23 you yesterday, this is -- basically Mr. Thompson 24 is only going to be talking in the Seay case. 25 MR. PAUL: I'll stipulate to that, yeah.

Pages 5 to 8

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RoA_2360

RONNIE THOMPSON

Page 9

1 Mr. Thompson does not know Mr. Sarratt and did
2 not work with Mr. Sarratt, but he did work as
3 you'll see -- well, we'll get to his testimony.
4 DEFENSE: And what we did in the other depo
5 transcripts is, we just put an objection in the
6 record that, you know, since they've been cross
7 noticed and some people are only in one case
8 that it can't be used in the other case against
9 a person -- there's no waiver -- by appearing
10 here you're not waiving any objection to use the
11 transcript in another case.
12 MR. PAUL: So stipulated, you know. If we
13 get to that down the line, then we can talk to
14 the judge about that.
15 DEFENSE: Sure. It always depends on how
16 the transcript reads. So I always want to make
17 it very clear.
18 MR. PAUL: Yeah, makes sense. I agree.
19 Sounds like we stipulated everything.
20 We're ready to go on the video record as soon
21 as you're ready for it.
22 THE VIDEOGRAPHER: We are on the video
23 record at 10:09:00 a.m. to videotape the
24 deposition of Ronnie Thompson. Today is June
25 27th, 2014. This deposition is being held at

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1 the Holiday Inn Express North in Spartanburg,
2 South Carolina. My name is Steve Godsey. I am
3 a Certified Legal Video Specialist representing
4 HG Litigation Services.
5 This is Civil Action No.
6 2013-CP-42-03915 in the matter of Dennis Seay
7 and Linda Seay, v. JM Company, et al. This
8 deposition is being requested by the
9 Plaintiff's counsel, Simon, Greenstone, Panatier
10 and Bartlett.
11 Counsel, please identify themselves
12 for the record.
13 MR. PAUL: This is Kevin Paul with Simon,
14 Greenstone, Panatier, Bartlett. I represent the
15 Plaintiff, Dennis Seay. And I think we can
16 agree that all the Defendants will identify
17 themselves on the record or through their e-mail
18 address so we can get around all that.
19 THE VIDEOGRAPHER: Very good.
20 Will the court reporter please swear
21 in the witness?
22 (RONNIE THOMPSON, having been duly sworn, testified
23 as follows:)
24 DIRECT EXAMINATION BY MR. PAUL:
25 Q. Good morning. How are you doing?

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1 A. Doing good.
2 Q. Can you introduce yourself to the jury, please?
3 A. Yes. I'm Ronnie Thompson.
4 Q. Okay.
5 A. I worked down there from '71 -- I'm talking
6 about the Hoeschst property. I worked down there from '71
7 until 2004.
8 Q. Okay. Very good. We'll get to all that.
9 First, I want to ask you some general
10 introduction questions just to, you know, introduce you
11 to the jury here, and then we'll get into the meat and
12 potatoes in not too long.
13 Have you ever given a deposition before?
14 A. No.
15 Q. This is your first time?
16 A. This is the first time.
17 Q. Okay. I'm going to explain a deposition very
18 quickly. It's nothing important. You see we have
19 attorneys in this room. We're in a conference room
20 today, but we are sitting as if we were in an actual
21 courtroom. We just don't have the judge over in the
22 corner. We don't have a jury over here. You just get
23 stuck with the worst people that belong in a courtroom,
24 which is the attorneys.
25 So -- and you are under oath. So I just

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1 want to assure that.
2 I always like to tell witnesses when I do a
3 deposition, it's really difficult, because this is like a
4 conversation between you and me, and it's like a
5 conversation between you and all these people here. But
6 at the same time we have a court reporter, and she's
7 writing everything down.
8 And so it's really important that when we
9 ask our questions that we don't talk over each other, and
10 that applies to you and everyone in this room, because
11 that makes things really difficult on her because we've
12 got voices going over each other. It's difficult.
13 So I -- I'm the worst at it. So I'm going
14 to mess up more than you, but I'm just giving you a heads
15 up. You know, if you can, the best way is to let us get
16 our questions out and then a nice pause and then answer
17 accordingly.
18 Another thing is, you're going to hear a
19 lot of objections in the room today. You know, it's just
20 what lawyers do. It makes us feel important, you know.
21 It makes us seem smart. Even though all objections are
22 reserved until the time of trial, you're going to hear
23 them. By all means, don't let those objections impede or
24 prevent you from answering the question. The lawyers are
25 just doing their jobs to preserve that objection for the

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Page 13 1 record. 2 So when you hear let's say the attorney 3 over there say object to form, you know, or object, you 4 know, lacks foundation or something like that, just let 5 them get that objection out and then go ahead and answer 6 the question. Okay? 7 A. (No verbal answer.) 8 Q. Another thing that I like to explain is, we have 9 a court reporter typing everything down. So instead of 10 nodding a head yes or no, try to keep everything like 11 verbal responses. The video will catch whatever type of, 12 you know, like nod of your head that you do, but for the 13 purpose of the court reporter, if the answer is yes, then 14 say yes, if the answer is no, say no. Okay? 15 A. (No verbal answer.) 16 Q. And last but not least, you're here on your own 17 volition. Any time you want a break, tell us. I know 18 that you have some circulatory problems with your legs. 19 A. Right. 20 Q. If you're tired, tell us, you know. You're not 21 here because you have to be here. You're here because 22 you want to be here, and we will all respect that. And I 23 don't care if that's 50 minutes into this deposition or 5 24 minutes. I want you to be comfortable. 25 A. Thank you.	Page 15 1 Q. It's a pretty little drive. 2 How long have you lived over in Chesnee 3 for? 4 A. All my life. 5 Q. Okay. Are you married, Mr. Thompson? 6 A. Divorced. 7 Q. Okay. You live alone then? 8 A. I got one child, you know, that lives with me 9 part of the time. 10 Q. Other than that, you're free? 11 A. Right. 12 Q. I envy you. 13 Do you have any children? I know you 14 mentioned one that lives with you, but how many children 15 do you have? 16 A. I have two, a son and a daughter. 17 Q. How many grandchildren? 18 A. Four. 19 Q. Four grandkids. 20 Now, what do you -- are you currently 21 employed right now? 22 A. No. I'm retired. 23 Q. When did you retire? 24 A. 65, which was two years ago. 25 Q. Two years ago?
Page 14 1 Q. So that's about all the introduction I got. 2 You see that there's a videotape on us. 3 Right? 4 A. Right. 5 Q. Do you understand this videotape is solely for 6 the purpose of if you are unable to testify at the time 7 of trial? Do you understand that? 8 A. Yes. 9 Q. Okay. Let's get into it. Just for the record, 10 it sounds like a dumb question, but where are we located 11 today? 12 A. Spartanburg. 13 Q. Okay. Are we at the Holiday Inn Express -- 14 A. Yes. 15 Q. -- in Spartanburg? 16 A. Yes. 17 Q. Okay. And little questions about you, how old 18 are you, Ronnie? 19 A. I'm 67. 20 Q. 67. I should have said how young are you then. 21 Where do you currently live? 22 A. At 263 Gardner Road, Chesnee. It's about a 12 23 minute ride from here. 24 Q. Okay. Right down 221, right? 25 A. Right.	Page 16 1 A. Right. 2 Q. Okay. Where did you retire from? 3 A. I retired from Kosa, which is a Hoeschat plant 4 site, because they was the last ones to own it before I 5 left. I retired with them -- 6 Q. Okay. 7 A. -- and then went back to work part-time at 8 Spartan Metal Products. I would work two days a week out 9 there because, you know, I got bored. 10 Q. Okay. Do you know -- and this is kind of 11 another dumb question. I ask a lot of dumb questions. I 12 can't help it, you know. Do you know why you're here 13 today, what the purpose of you sitting here with the 14 video camera on you and a bunch of defense attorneys 15 sitting behind me here? Do you know why you're here 16 today? 17 A. Yes. 18 Q. And why is that? 19 A. To support what Dennis Seay had said about the 20 type of work he done and what he worked on and the areas 21 that he worked in. 22 Q. Okay. And we'll get to that. 23 How long have you known Dennis for? 24 A. Well, I've known him since '73, 1973. 25 Q. Okay.

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Page 17 1 A. The reason I know, I was in one department and 2 was transferred into their department, and that's how I 3 met him whenever I went in his department. 4 Q. And that leads me to my next question. Did you 5 work with Dennis? 6 A. Yes. 7 Q. And where did you work with Dennis? 8 A. Staple A-spinning. 9 Q. Okay. And what was the name of the company that 10 you-all worked for? 11 A. At that time it was Hoechst. 12 Q. Okay. 13 A. Well, I take that back. We were working for 14 Daniel when I first went over there. 15 Q. So you worked for Daniel's? 16 A. Worked for Daniel's. 17 Q. But you were at the Hoechst plant; right? 18 A. But at the Hoechst plant, right. 19 Q. Okay. Did you have the occasion to work side by 20 side with Dennis? 21 A. Yes. 22 Q. And what were the specific years that you worked 23 side by side with him? 24 A. From 1973 until '75. 25 Q. Okay. Did you have occasion to work around him	Page 19 1 Q. Okay. Now, you mentioned that you and Dennis at 2 the time, '73 to '75, both worked for a company called 3 Daniel's? 4 A. Correct. 5 Q. But you were at the Hoechst plant? 6 A. Right. 7 Q. Did you work for Daniel's the entire time frame 8 that Dennis worked at the plant, or did you move on 9 somewhere? 10 A. I worked with Daniel's from '71 until '75. 11 Q. Okay. 12 A. Then I switched over to Hoechst. 13 Q. Can you explain the relationship between 14 Daniel's and Hoechst? 15 DEFENSE: Object to form. 16 A. Well, Daniel's was a subcontractor. They're the 17 ones that actually built the building. 18 BY MR. PAUL: 19 Q. Okay. 20 A. And you had two groups. They had a group that 21 worked construction. They had a group of men that worked 22 on the maintenance within the areas. 23 Q. Okay. And that was the Daniel's -- 24 A. That was all Daniel's. It was like two groups. 25 One of them was construction crews. The others were
Page 18 1 after 1975? 2 A. No, but we walked through the area going from 3 one job to the other, might stop and say hello whenever 4 he would be working in the pump shop. 5 Q. Okay. And we'll get to that whole pump shop 6 pretty soon. 7 Do you know when Dennis stopped working at 8 the Hoechst plant? 9 A. I don't know. I don't know. 10 Q. Okay. I'm going to represent to you that he 11 testified that he left the plant in 1978. Does that 12 sound about right to you? 13 A. Yeah, that sounds about right. 14 Q. Okay. So you-all worked together. 15 Let's talk about the Hoechst plant a little 16 bit. What type of materials did the Hoechst plant 17 manufacture? 18 DEFENSE: Object to form. 19 A. Polyester. 20 BY MR. PAUL: 21 Q. Polyester? 22 A. Yeah. 23 Q. And what would polyester be used for? I'm just 24 curious. 25 A. Clothing.	Page 20 1 maintenance crews. 2 Q. Was Daniel's a completely separate company from 3 Hoechst? 4 A. Yes. 5 Q. Okay. Did Hoechst have its own construction 6 division? 7 A. Yeah, they did. 8 Q. Did that construction division have anything to 9 do with what the Daniel's employees did? 10 DEFENSE: Object to form. 11 A. No, but they worked side by side. 12 BY MR. PAUL: 13 Q. But it was separate work; correct? 14 A. Separate work, yes. 15 Q. Did Hoechst have its own maintenance division? 16 A. Yes. 17 Q. Did that maintenance division have anything to 18 do with the maintenance workers at Daniel's? 19 DEFENSE: Object to form. 20 A. No, they didn't have nothing to do with them, 21 but like I said, one -- you might have a Daniel's guy and 22 a Hoechst guy working together. 23 BY MR. PAUL: 24 Q. Separate entities though; correct? 25 A. Yeah.

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RONNIE THOMPSON

Page 21 1 DEFENSE: Object to form. 2 BY MR. PAUL: 3 Q. Did the Hoechst employees do the same type of 4 work that Dennis did and you did -- 5 A. Yes. 6 Q. -- while you worked at Daniel's? 7 A. Yes. 8 Q. Did they do any maintenance of the machinery? 9 DEFENSE: Object to form. 10 A. Yes, they did. 11 BY MR. PAUL: 12 Q. Now about the stuff that like -- we'll get -- 13 actually, strike that. We'll get into that a little bit. 14 Do you believe that the work, and we'll get 15 into this, too, in a little bit, that Dennis and you-all 16 did for the Hoechst plant, do you believe that that was 17 an integral important part of the operation of the plant 18 to which if it wasn't done it could not function? 19 DEFENSE: Object to form. 20 A. Yeah. 21 BY MR. PAUL: 22 Q. Okay. Who wrote your paychecks and Dennis's 23 paycheck when you-all worked -- 24 A. Daniel's. 25 Q. -- at the Hoechst plant?	Page 23 1 Q. And for the purposes of the jury, can you 2 explain the types of things that a millwright does on a 3 typical job? 4 A. Well, they'll change out a pump or a motor or a 5 gearbox. Sometimes they would rebuild the gearbox or the 6 pump. 7 Q. Okay. 8 A. Repair flanges where they had been leaking. 9 Q. Okay. Sounds to me like general maintenance -- 10 A. Yes. 11 Q. -- of the machinery in the plant. Is that 12 right? 13 A. Correct. 14 Q. Did that entail any work on valves? 15 A. Yeah, we had to. 16 Q. Did that entail any work on condensers? 17 A. Yes. 18 Q. Okay. 19 A. And worked on vacuum systems where the 20 condensers go. 21 Q. Okay. And we're about to jump into all that. 22 You mentioned you know why you're here 23 today. Dennis was diagnosed with mesothelioma, and 24 you're aware of that. 25 A. Right.
Page 22 1 A. Daniel's. 2 Q. Daniel's. 3 Okay. Did Dennis ever work as an employee 4 for Hoechst? 5 A. No. 6 Q. Okay. Now, you mentioned that you worked with 7 Dennis specifically side by side from 1973 to 1975. Is 8 that right? 9 A. Yes. 10 Q. Okay. Do you recall the entire set of years 11 that Dennis worked at the Hoechst plant? 12 A. No, I don't. 13 Q. And I represented that he left in '78. Do you 14 know when he started working at the plant? 15 A. He was one of the first ones. It would probably 16 be late '69 or '70 I would say. 17 Q. Okay. I want to represent to you that that's 18 what he testified to. So sounds about right to me. 19 What was Dennis's job title when he worked 20 for Daniel's at this Hoechst plant in Spartanburg? 21 A. Millwright. 22 Q. A millwright. 23 Did he work in that capacity the entire 24 time frame that he worked at the plant? 25 A. Yes, as far as I know.	Page 24 1 Q. It's a terminal form of cancer, you know. 2 DEFENSE: Object to form. 3 BY MR. PAUL: 4 Q. He's going to die? 5 A. Yes. 6 DEFENSE: Object to form. 7 BY MR. PAUL: 8 Q. Do you believe that Dennis worked around any 9 asbestos containing materials while he worked for 10 Daniel's as a millwright at the Hoechst plant? 11 A. Yes. 12 DEFENSE: Object to form. 13 BY MR. PAUL: 14 Q. You do. Through your personal knowledge, right? 15 A. Yes. 16 Q. Because you worked side by side with him, right? 17 A. Right. 18 Q. And you -- you're a witness to what he did. Is 19 that correct? 20 A. (The witness nodded affirmatively.) 21 Q. What types of materials do you think that Dennis 22 worked with that contained asbestos containing component 23 parts or that contained asbestos at all? 24 A. Well, you had the insulation that was around 25 your heated pipes.

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1 Q. Okay.
2 A. They said it was asbestos, the insulators did.
3 Then you had your gaskets.
4 Q. Okay.
5 A. Then you had your gasket material. You could
6 get a sheet of it out of the supply room and cut your own
7 gaskets.
8 Q. Okay. Did you all work around any packing?
9 A. Yes.
10 Q. Was that part of Dennis's job?
11 A. Yes, it was.
12 Q. We'll get to that.
13 Where would -- the gasket and packing,
14 where would they go into?
15 A. Well, your gaskets go on the housing and the
16 pipe that's coming into it and the pipe going out of it.
17 They required gaskets also.
18 Q. And I know this is like your specialty. So I'm
19 going to dumb my question down, which isn't very hard.
20 Was there a specific type of machinery that the gasket
21 and the packing would go into? And maybe I'll just say
22 it this way. Would the gaskets and packing be involved
23 with pumps and valves?
24 A. Yeah.
25 Q. Okay. I think you were implying that, and I

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1 time that he went to work up until '75. Then he went to
2 the new addition, which was right beside the side (sic),
3 which they called it staple A spinning. He went over
4 there with Grady Moore, who was his supervisor.
5 Q. Okay.
6 A. He worked with him until, like you said, '78.
7 That's about right.
8 Q. When he bolted?
9 A. Right.
10 Q. Not soon enough evidently.
11 DEFENSE: Object to form.
12 BY MR. PAUL:
13 Q. Would you all ever get called out to work in
14 other areas of the plant?
15 A. Yeah.
16 Q. Okay.
17 A. He --
18 Q. So he worked in staple A -- and I'm sorry. I
19 cut you off. He would get called out in the other areas
20 of the plant?
21 A. Yes. Well, say if you was on spinning and
22 stretching area, you know, they would loan people from
23 one department to another. There would be four or five
24 departments, maintenance departments, and they would loan
25 people out, especially if you had a shutdown, because it

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1 just wanted to clarify.
2 Let's talk a bit about pumps. As a
3 millwright you mentioned Dennis did maintenance work. Is
4 that correct?
5 A. Yes.
6 Q. With the pumps, what type of work would Dennis
7 do with the pumps at the Hoechst plant?
8 A. Well, he would tear the pumps down, put a new
9 impeller on it if it needed it, put all new gaskets in it
10 and then repack the bonnet on it.
11 Q. Okay. Where did he do this type of work? Did
12 he do it in the field, or did he do it in a room?
13 A. Most of the time it was in the shop, but
14 occasionally if they had one out there that was leaking
15 real bad, they would switch to the spare pump and they
16 would pack the one that was leaking. They would pack it
17 and do it in the field, so to speak.
18 Q. Okay. And between 1973 and 1975, did you have
19 the occasion to work with him in both the field and the
20 pump room?
21 A. Yes.
22 Q. Okay. Do you know what specific area Dennis
23 worked at during the time frame that you worked with him
24 at the plant?
25 A. Now, he worked in staple A spinning from the

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1 just required more people if you're running a shutdown.
2 Q. I gotcha.
3 Let's talk about that, the shutdowns. How
4 often would shutdowns occur?
5 A. There would be a shutdown just about every
6 month.
7 Q. Really?
8 A. Yeah, really.
9 Q. And what would go on during a shutdown?
10 A. Well, you would pull valves out, clean them
11 where the polymer and everything had got to it, clean the
12 vacuum system separators, and you might even have to --
13 well, you have to rattle the vapor lines. That's clean
14 the vapor lines. And if there's a bad gearbox or
15 something, you would have to change them out and just put
16 new bushings in the gearboxes.
17 Q. Sounds to me like general maintenance throughout
18 the whole plant during shutdowns, right?
19 A. Through that department. Now, sometimes, if you
20 shut one spinning line down, it would affect maybe two
21 stretch lines. So you would have two departments down,
22 or not two departments, but what they call two lines
23 down.
24 Q. Would Dennis have the occasion to work on these
25 shutdowns when they occurred?

Pages 25 to 28

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Page 29 1 A. Yes. 2 Q. And would he be doing the same type maintenance 3 as a millwright -- 4 A. Yes. 5 Q. -- that you described earlier? 6 A. Right. 7 Q. Let's talk about pumps. This might be a little 8 difficult question. In this plant, I know it's pretty 9 large, but can you estimate how many pumps were located 10 in the entire plant? 11 A. There's no way. There ain't no way. 12 Q. And why is that? 13 A. There's hundreds of them. 14 Q. Okay. A lot? 15 A. A lot, yes. 16 Q. Now, Dennis didn't work on all these pumps. 17 Right? 18 A. No, he didn't work on all of them. 19 Q. There were other millwrights. Correct? 20 A. Right. 21 Q. There was other pump guys: -- 22 A. Yes. 23 Q. -- correct? 24 Did each section of the plant have their 25 own pump guy and millwright?	Page 31 1 moved to the other area? 2 A. 1975. 3 Q. '75. So if he worked 1968 -- 4 A. Now, he worked -- well, that was whenever I -- 5 excuse me. Go ahead. 6 Q. Let's talk a little bit about pump maintenance. 7 I know it's not too exciting, but we're here to talk 8 about what Dennis did when he worked at the plant. 9 You mentioned gaskets and packing, correct, 10 on pumps? 11 A. Right. 12 Q. First of all, can you explain to the jury what a 13 gasket is? 14 A. Its what seals two your flanges together. You 15 put the gasket in there to seal the product that's inside 16 the system to keep it from leaking; and then the pump, 17 you put a gasket between the bonnet and the housing. 18 Q. Okay. Did every pump have gaskets? 19 A. Yeah, -- 20 Q. Okay. 21 A. -- to my knowledge. 22 Q. And we're only here to talk about the stuff that 23 you worked with and you saw Dennis work with. So -- 24 What about packing? Can you explain to the 25 jury what packing is used for?
Page 30 1 A. Most of them. 2 Q. But that was Dennis's specialty in his specific 3 area -- 4 A. Yes. 5 Q. -- that he worked at. Correct? 6 A. Yes. 7 Q. Did he have the -- did he work on pumps 8 throughout the entire course of his career? 9 A. Most of the time, -- 10 Q. Okay. 11 A. -- but he would build gear boxes also. 12 Q. Gear boxes. 13 You mentioned valves. Did he work on 14 valves throughout the entire portion of his career 15 working at the Hoechst plant? 16 A. Yes. 17 Q. And did he work with the condensers throughout 18 the entire portion of his career at Hoechst? 19 A. Well, the only time I -- not all the time. 20 Because whenever he went up on the stretch line area, I 21 don't know if they had condensers up there or not. 22 Q. When did he go to that area? 23 A. But the time that he was -- worked back there in 24 staple A, he was working on condensers. 25 Q. Okay. Do you know when he left staple A and	Page 32 1 A. Well, it goes around your shaft to keep whatever 2 you're pumping, keep it in, keep it contained. 3 Q. Okay. Was packing involved in all the pumps and 4 valves that you worked with with Dennis? 5 A. Yes, all except ones that had mechanical seals. 6 Q. And when was the first time you saw a pump or 7 valve with a mechanical seal? Was it in the '80s? 8 A. Well, yeah, probably was. Yes. 9 Q. Okay. So that would have been after the time 10 that Dennis left? 11 A. Yeah, because they had -- 12 Q. Correct? 13 A. Right. 14 Q. Okay. Now, you mentioned Dennis had to remove 15 and replace gaskets from the pumps that he worked on. 16 And I think you already said it, but why would he have to 17 remove these gaskets from those pumps again? 18 A. Well, the gaskets, some of them would be stuck 19 on there. Especially with a heated pump, they would be 20 stuck on there. And if you couldn't get it off with a 21 putty knife, you would have to take a wire brush -- 22 Q. Okay. 23 A. -- or an air grinder with a wire brush on it -- 24 Q. Okay. 25 A. -- and buff it up.

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RONNIE THOMPSON

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1 Q. So you would have to remove these gaskets from
2 the pumps. Can you estimate how many -- the percentage
3 of time that the gaskets would not just come out of a
4 pump easily that he had to use the putty knife and the
5 wire brush?
6 A. 25 percent of the time.
7 Q. Was it -- I mean, it was a lot? I mean, would
8 the -- was it a lot?
9 A. Yeah, it was a lot.
10 Q. Okay. Let's talk about this putty knife and
11 wire brush. Can you explain exactly how he would remove
12 these gasket materials on the flange just for the jury?
13 A. Well, like I said, if a putty knife wouldn't
14 take it off, you would take an air grinder, which has got
15 a 3 inch wire brush on the end of it, and you would
16 literally buff it to get rid of the gasket material that
17 was on it --
18 Q. Okay.
19 A. -- so you would have a good seal.
20 Q. And you mentioned that this was stuck to the
21 flanges of the pumps?
22 A. Yeah, to the flanges.
23 Q. Okay. How long would that take?
24 A. Probably 10 minutes, 15 at the most.
25 Q. The point was to get a smooth surface so you

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1 could put a new gasket in there and put it back together?
2 A. Right.
3 Q. Is that correct?
4 When Dennis used his putty knife and the
5 wire brush, he was scraping all that gasket material off
6 the flanges. Correct?
7 A. (The witness nodded affirmatively.)
8 Q. What conditions were created at that point?
9 A. Well, there would be a little bit of dust.
10 Q. Is that because the particles were getting
11 scraped --
12 A. Right.
13 Q. -- and grinded off the flanges?
14 DEFENSE: Object to form.
15 BY MR. PAUL:
16 Q. How close was Dennis's face to all that work?
17 DEFENSE: Object to form.
18 A. Well, you know, he was working right there on
19 the pump itself.
20 BY MR. PAUL:
21 Q. So this particles and dust in the air, do you
22 believe Dennis breathed the dust created when he did
23 that?
24 A. Yes.
25 DEFENSE: Object to form.

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1 BY MR. PAUL:
2 Q. You mentioned earlier that Dennis would do work
3 in the pump room --
4 A. Right.
5 Q. -- and out in the field.
6 When he was working on the pumps, where
7 would he do primarily the most of his work on pumps?
8 A. In the shop.
9 Q. Okay. So he's removed the gaskets now. Right?
10 A. Right.
11 Q. Where would Dennis go to get the new gaskets to
12 replace the old gaskets?
13 A. Well, he would go to the supply room. If he
14 didn't have it already in the shop, he would go to the
15 supply room.
16 Q. Okay. Were these replacement gaskets
17 manufactured by the same manufacturers of the pumps that
18 he would remove those gaskets from?
19 A. Most all of them.
20 DEFENSE: Form.
21 BY MR. PAUL:
22 Q. Okay. And how do you know that?
23 A. Well, the name was on the boxes --
24 Q. Okay.
25 A. -- that you get out of the supply room. They

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1 would have the factory, you know.
2 Q. Was that specific to each different type of pump
3 and valve that he worked on?
4 A. Yes.
5 Q. Would you call that specific name like a
6 replacement kit or --
7 A. You're talking about the gaskets?
8 Q. Yeah, the spare parts that would be used on
9 those. Well --
10 A. John Crane.
11 Q. Oh, strike that. We don't -- we'll get into the
12 names in a second. I was just meaning as far as you
13 mentioned that the materials came -- the materials that
14 replaced old materials came from the same manufacturer of
15 the pumps and the valves that he worked on, and I just --
16 DEFENSE: Object to form.
17 MR. PAUL: He did just say that, you know.
18 BY MR. PAUL:
19 Q. Would you call that a replacement kit?
20 A. Yes.
21 Q. Okay. What would come in a typical replacement
22 kit for the pumps and the valves?
23 A. The packing.
24 Q. Uh-huh.
25 A. And O-rings, if it had O-rings, you would have

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Page 37 1 it in there. 2 Q. Okay. Any gaskets in there? 3 A. Yes, the gaskets for the bonnet. 4 Q. Okay. Let's talk about the packing now because 5 you said that packing would be in the replacement kits 6 also. Right? 7 A. Right. 8 Q. Okay. Packing work on pumps, would Dennis ever 9 have to replace and remove packing from the pumps that he 10 worked on? 11 A. Yes, -- 12 Q. Okay. 13 A. -- done that. That was routine. 14 Q. How would Dennis remove the packing, and what 15 would he use to remove that packing from the pumps? 16 A. He would use a packing puller. 17 Q. Okay. Can you explain to the jury what a 18 packing puller is? 19 A. Something like a cork screw. You just back off 20 off your packing flange, and then it had that little cork 21 screw shape on the end of a rod, a flexible rod most of 22 the time, and all you do is just screw it in. You might 23 have to put one on each side and then just manually pull 24 the packing out of it. Most of the time it would have 25 three to four pieces of packing in it. And then clean it	Page 39 1 A. Yeah. 2 Q. That was his job, right? 3 A. Yes, that was his job. He was a pump man, so to 4 speak. 5 Q. He would also do the same work with valves 6 though. Correct? 7 A. Yes. 8 Q. Okay. Do you recall any of the manufacturers of 9 the pumps that Dennis worked on while he worked at the 10 Hoechst plant? 11 A. He had Aurora, Ingersoll-Rand, Durco. Goulds, 12 had it. 13 Q. Were there any other ones? 14 A. Had Barmory (phonetic) pumps, but they were from 15 Germany. Most all them were gear or product pumps. 16 Q. Okay. So there's more, but those -- 17 A. Yes, there were more. 18 Q. Were those the primary pumps that -- 19 A. Yes. 20 Q. -- you recall him working on? 21 And you recall those names because you 22 worked with Dennis side by side. Is that correct? 23 DEFENSE: Object to form. 24 A. For two years. 25 BY MR. PAUL:
Page 38 1 up. After you got the packing out, then you would clean 2 it up and put your new packing back in with a wooden 3 dowel I call it, a piece of homemade wood. 4 Q. When he's cleaning it up and you're cleaning up 5 the packing, would you-all use any compressed area to 6 blow out the area? 7 A. Yes, use a wire brush or air grinder. 8 Q. When you're using these materials after you've 9 removed the packing, were there any conditions created 10 when you used that air compressor? 11 A. Well, there would be a little bit of dust. 12 Q. And do you believe Dennis breathed the dust 13 created from the process when he was working on that 14 packing and using that compressed air to blow out the old 15 packing? 16 DEFENSE: Object to form. 17 A. Did what? 18 BY MR. PAUL: 19 Q. Do you believe that Dennis breathed that dust? 20 A. Yes. 21 Q. Now, how often would Dennis have to replace 22 gaskets and packing on pumps? 23 A. Well, he done it -- eventually he done it every 24 day. 25 Q. Every day?	Page 40 1 Q. Okay. 2 A. Not every day, but I worked out of the same 3 shop. 4 Q. Yeah. Obviously, you-all would be pulled to 5 other areas of the plant. I understand. 6 But you saw him work on all those pumps. 7 Correct? 8 A. Yes. 9 Q. You're going to get some questions from the 10 people behind me, and they're going to ask you about this 11 term called specific recollection. And they're going to 12 ask you a specific time, a specific date that you worked 13 with their client's specific product, you know. 14 And I just want to represent to you -- 15 well, actually, you know what, the word specific 16 recollection really bothers me, okay, and I like to use a 17 little analogy, you know. 18 Did you brush your teeth three weeks ago? 19 A. Well, yes. 20 Q. Today, I mean, three weeks from today, right? 21 A. (The witness nodded affirmatively.) 22 Q. Do you know the exact time that you brushed your 23 teeth? 24 A. Well, no. 25 Q. And do you know where you were standing in the

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Page 41 1 bathroom when you brushed your teeth? 2 A. Yeah, because I do it every day. 3 Q. The point is, you don't know what time you 4 brushed your teeth. Right? 5 A. No, I don't. 6 Q. But you know you did it, right? 7 A. Yes. 8 Q. And so when you hear this word specific 9 recollection today, I don't want to let it throw you off, 10 because I think it's absurd for somebody to be asked a 11 question that they need to remember in 1973 the specific 12 moment they worked on a product. Okay. 13 DEFENSE: Objection; motion to strike all 14 of counsel's testimony. 15 MR. PAUL: Noted. 16 BY MR. PAUL: 17 Q. But you do know that Dennis worked on all those 18 products that you just manufactured; correct? 19 A. Right. 20 Q. Okay. Did Dennis perform the same type of 21 gasket and packing maintenance that you described on all 22 those pumps just now? 23 A. Yes. 24 Q. Okay. Is there a manufacturer of pump that 25 Dennis worked on the most?	Page 43 1 is and what it's used for? 2 A. It's used to cut off the product, whether it's 3 pressure or vacuum. 4 Q. Okay. How many total valves can you estimate 5 that were at the entire Hoechst plant? 6 A. Thousands of them. 7 Q. Okay. And what type of maintenance work -- and 8 -- well, strike that. 9 Dennis, obviously, wouldn't have to work on 10 all those valves. Correct? 11 A. No. No. 12 Q. He would be required to work on the valves in 13 his specific area that he worked in. Correct? 14 A. Right. 15 Q. Okay. What type of maintenance work would 16 Dennis have to do with those valves? 17 A. Repack them. 18 Q. Would he have to do anything else? 19 A. Some of them, especially the large valves, they 20 would have to clean them. That was the product. When it 21 was through, they would have to clean them. They would 22 have -- if it was a real large valve, they would do it in 23 place. They would tear it down out there on the floor 24 and clean it, check the seats on the valve, see if it's, 25 you know, sealing okay and then put new gaskets and
Page 42 1 A. There's a lot of Ingersoll-Rand pumps. 2 Q. Okay. And all the manufacturers of pump 3 provided replacement kits. Is that correct? 4 A. Yes. 5 DEFENSE: Object to form. 6 BY MR. PAUL: 7 Q. Did all the pump manufacturers provide 8 replacement kits? 9 DEFENSE: Object to form. 10 BY MR. PAUL: 11 Q. Sometimes I'll rephrase my question based on an 12 objection. 13 A. Yes. 14 Q. So you'll wonder why I ask the same question. 15 A. In the very beginning when they built the plant 16 there and the pumps started leaking, they weren't getting 17 them then, but later on they started getting the kits 18 from the manufacturers. 19 Q. Okay. And was that while Dennis was working at 20 the plant? 21 A. Yes. 22 Q. Okay. Now, you also mentioned that as a 23 millwright Dennis worked on valves. Is that correct? 24 A. Yes. 25 Q. Okay. Can you explain to the jury what a valve	Page 44 1 packing back in it. 2 Q. Okay. Let's talk about the packing. Why would 3 packing have to be replaced from a valve? 4 A. Well, if it's heat -- working on a vessel, all 5 of it is heated. It just gets hard and starts leaking 6 externally. 7 Q. Do you recall how often packing would need to be 8 replaced or taken out of a valve? 9 A. Well, on the ones in line, the Dowtherm, they 10 would do it about every year. 11 Q. Okay. Can you explain to the jury where the 12 packing would go within a typical valve that you-all 13 worked on? 14 A. The packing goes in around the stem. The stem 15 is what goes in and out whenever you open and close it. 16 Q. And you personally saw Dennis working on packing 17 with valves. Correct? 18 A. Yeah. 19 Q. Did Dennis remove the packing from the valves in 20 the same manner as you described him removing the packing 21 from the pumps? 22 A. Right. 23 Q. Did he use the same type of tool to remove that 24 packing? 25 A. Yes.

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1 Q. Were the same conditions created when he did so? 2 Defense: Object to form. 3 A. Yes. 4 BY MR. PAUL: 5 Q. Did he use compressed air afterwards to blow out 6 -- 7 A. Yeah. 8 Q. -- the valves? 9 A. Yeah. 10 DEFENSE: Object to form. 11 BY MR. PAUL: 12 Q. And when he used that compressed air, you 13 mentioned the same conditions were created. What 14 conditions were created? 15 A. There was dust. 16 Q. And did he have occasion to breathe that dust? 17 DEFENSE: Object to the form. 18 A. Yes. 19 BY MR. PAUL: 20 Q. The new packing for the valves, you mentioned 21 that packing with the pumps was bought at the supply 22 house in the plant. Is that correct? 23 A. Right. 24 Q. Would Dennis also get the replacement packing 25 from the supply room at the Hoechst plant?	1 A. Well, you would have the one for the bonnet. 2 Q. Okay. 3 A. And it depended on how many lines come in to it. 4 There would be one or two on it and then your exit side 5 of your pump. 6 Q. Okay. So can you estimate a number? 7 A. Three. 8 Q. Three. Okay. 9 Was there a typical type of valve, not 10 manufacturer, but type of valve that Dennis worked on the 11 most at the plant? 12 A. Let's see. He worked on Powell and Crane. 13 Q. Okay. And -- 14 A. There was some German valves. They was named -- 15 they were Klingler. 16 Q. Klingler. 17 A. Klingler, K-L-I-N-G-E-R. 18 Q. That's because Hoechst was a German company; 19 right? 20 A. Correct. 21 DEFENSE: Object to form. 22 BY MR. PAUL: 23 Q. Okay. So they provided their own -- some of 24 their own products at the plant. Correct? 25 A. Yes.
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1 A. Yes. 2 Q. Excuse me. 3 Was that packing provided in the same 4 replacement kits as you've described earlier in your 5 deposition? 6 A. Yes. 7 Q. And did those replacement kits come from the 8 same manufacturers of valves that Dennis was working on? 9 DEFENSE: Object to form. 10 A. Yes. 11 BY MR. PAUL: 12 Q. I just want to represent to you that's what 13 Dennis testified to. 14 You mentioned gaskets on the valve. Where 15 were the gaskets located on a valve? 16 A. On the bonnet, between the bonnet and the 17 housing. 18 Q. Well, let's get there. Is that on the inside of 19 the valve? 20 A. Yes. 21 Q. So in order to change the gasket on a valve, 22 would Dennis have to open up the valve? 23 A. Yes. 24 Q. Okay. How many gaskets were on a typical valve 25 that Dennis would work on?	1 DEFENSE: Object to form. 2 BY MR. PAUL: 3 Q. To your knowledge, did Hoechst purchase all of 4 the materials that belonged at the plant? 5 DEFENSE: Object to form. 6 A. Yes. I would say they did. They purchased it. 7 BY MR. PAUL: 8 Q. Because they owned the plant; correct? 9 A. Right. 10 DEFENSE: Object to form. 11 BY MR. PAUL: 12 Q. You mentioned gasket removal on these valves. 13 Did Dennis remove the gaskets from the valves in the same 14 manner as you described him removing gaskets from the 15 pumps? 16 A. Yeah. 17 Q. Would he use the same materials to remove those 18 gaskets? 19 A. Yes. 20 Q. Okay. And why would he have to use materials to 21 remove gaskets from the valves? 22 A. Because they got hard, especially heated pumps. 23 I mean, the heated ones. 24 Q. Okay. And valves? 25 A. Yeah, and valves.

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Page 49 1 Q. So this is for pumps and valves. Correct? 2 A. Yeah. 3 Q. So what would he do to a gasket that would 4 require you have to use some sort of material to get 5 that gasket off? 6 A. He would use a putty knife. 7 Q. Okay. Would he use a -- and you mentioned 8 earlier that he used a wire brush also? 9 A. Yeah. 10 Q. He also used that. I have pictures of putty 11 knives and wire brushes, but I don't think I need to show 12 you any of those. 13 A. He, you don't. 14 Q. It's pretty basic stuff. 15 When he was using the putty knife and the 16 wire brush to scrape the flanges of the valves off, were 17 there any conditions created then? 18 A. Well, there was dust. 19 Q. Do you believe Dennis breathed that dust? 20 A. Yes. 21 Q. About how long would it take him to use the 22 putty knife and the wire brush to scrape the flanges off 23 the valves? 24 A. Maybe 15 minutes. 25 Q. Is that because he wanted to get the flange	Page 51 1 A. Most of the time you would just change it out 2 and throw it in the dumpster. 3 Q. And that was actually my next question. I'm 4 sure there was times where Dennis wouldn't repair valves. 5 Is that correct? He would just throw them away. 6 A. (No verbal answer.) 7 Q. Did Dennis also have the occasion to do 8 maintenance on valves, too? 9 A. Yes. 10 Q. And the maintenance that you just described 11 also, right? 12 A. Right. 13 Q. Did he do this on numerous occasions? 14 A. Yes. 15 Q. Okay. Crane, Powell and Klinger. Do you recall 16 any other manufacturers of valves that Dennis would have 17 worked on at the plant? 18 DEFENSE: Object to form. 19 A. I can't think of any right now. 20 BY MR. PAUL: 21 Q. Okay. Did he perform the same type of gasket 22 and packing maintenance on all the valves that you've 23 just mentioned? That includes -- did he do the same type 24 of gasket and packing work on the Crane valves? 25 A. Yeah.
Page 50 1 completely clean? 2 A. Right. 3 Q. And then he would replace that area with a new 4 gasket. Correct? 5 A. Yes. 6 Q. And would he use the gaskets from the 7 replacement kits to replace those gaskets -- 8 A. Yes. 9 Q. -- on the valves? 10 A. Yes. 11 Q. Were those replacement kits provided by the same 12 manufacturers of valves that you've described today? 13 A. Yes. 14 Q. You mentioned Crane and Powell. Are those the 15 only manufacturers of valves that you recall Dennis 16 working on? 17 DEFENSE: Object to the form. 18 A. Well, like I said, that Klinger valve, -- 19 BY MR. PAUL: 20 Q. Klinger. Sorry. 21 A. -- German valve. 22 Q. So Klinger, Crane and Powell. Correct? 23 A. Yeah. And there was some Smith valves, but they 24 didn't work on them too much. 25 Q. Okay.	Page 52 1 Q. Did he do the same type of gasket and packing 2 work on the Powell valves? 3 A. Yes. 4 Q. Did he do the same type of gasket and packing 5 work on the Klinger valves? 6 A. Yes. 7 Q. So it's pretty -- it's a universal -- 8 A. Right. 9 Q. -- process. Is that correct? 10 And all the valve manufacturers provided 11 replacement kits that contained the gaskets and packing 12 for replacement. Is that correct? 13 A. Right. 14 Q. You mentioned some condensers earlier. What's a 15 condenser, and what is it used for? 16 A. Well, in that application they used it, which is 17 to condense steam going into the condenser. 18 Q. Okay. Did the condensers generate any energy 19 for the plant? I'm just trying to get an idea what a 20 condenser does in the plant. 21 A. It cools down the -- like I said, the steam that 22 goes into it, it condenses it. 23 Q. Okay. 24 A. That condenser was attached to what they call a 25 vacuum system. They used that vacuum system to pull off

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1 all of the impurities off your polymer and everything.
2 Q. Okay.
3 A. There was a constant vacuum on it. It would
4 take the loose materials and dump it in that condenser.
5 And then whenever the steam got in there, it would
6 condense it back to water, and it would go down to a tank
7 on the first floor.
8 Q. Okay.
9 A. You had to routinely clean those condensers.
10 Q. We'll get to that.
11 Were there any condensers in the area where
12 Dennis worked and you worked?
13 A. Yes. There's 15 of them.
14 Q. There's 15?
15 A. There's 15 of them.
16 Q. Do you recall who the manufacturer of the
17 condensers were?
18 A. No, I don't. They were German.
19 Q. Okay. And that's because Hoochat is a German
20 company. Correct?
21 DEFENSE: Object to form.
22 A. Correct.
23 BY MR. PAUL:
24 Q. Okay. Did you and Dennis ever have the occasion
25 to do any work on these condensers?

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1 A. Yes. You didn't want no vacuum leaks.
2 BY MR. PAUL:
3 Q. Okay. And I'll -- 15 condensers, how often
4 would these 15 condensers need to be cleaned out?
5 A. They would clean one a day.
6 Q. One a day?
7 A. Yes.
8 Q. Okay. So was it on kind of a cycle?
9 A. Right. It would be every two to three weeks.
10 They would move the schedule around a little bit if there
11 was a shutdown was coming.
12 Q. Okay. And every time -- so one a day, would you
13 say twice a month the condensers needed to be cleaned or
14 once every three weeks?
15 A. Once every three weeks.
16 Q. Fair enough.
17 Every time that you-all, you and Dennis,
18 cleaned a condenser, did Dennis have to replace a gasket
19 on that condenser?
20 DEFENSE: Object to form.
21 A. Yes.
22 BY MR. PAUL:
23 Q. Okay. How big were the gaskets that went on the
24 condensers?
25 A. It was about 24 inches in diameter.

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1 A. Yes, --
2 Q. Okay.
3 A. -- once a week anyway.
4 Q. Okay. And what type of work would you do on the
5 condensers?
6 A. You would clean the system out. See, they would
7 have a spare vacuum system sitting beside it. They would
8 switch over to the spare. Then they would shift the main
9 down. When they shut it down, you would tear the piping,
10 not tear, but disconnect all the piping going to it and
11 manually clean it.
12 Q. Manually clean it. How did that occur? I know
13 it sounds really basic, but how did you-all clean those?
14 A. With putty knives and brushes.
15 Q. Okay.
16 A. Now, the condenser itself, all you had to do is
17 put some soap in it and brush it out and put a new gasket
18 on the condenser.
19 Q. And that leads me to my next question. Where
20 was the gasket located on the condenser?
21 A. Right on top of the condenser.
22 Q. Okay. Did you-all, you and Dennis, have to
23 replace the gasket on the top of these condensers every
24 single time?
25 DEFENSE: Object to form.

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1 Q. Okay.
2 A. Then the inside dimension was probably around
3 22.
4 Q. Okay. And every time -- you testified every
5 time you cleaned them you had to put a new gasket in
6 these condensers. Where did you and Dennis get the
7 replacement gasket from?
8 DEFENSE: Object to form. He didn't
9 testify to that.
10 A. Well, we always kept the gasket material in the
11 shop, which comes from the supply room, the gasket
12 material does.
13 BY MR. PAUL:
14 Q. Now, you mentioned earlier that every time y'all
15 cleaned the condenser that the gasket needed to be
16 changed. Correct?
17 A. Yes.
18 DEFENSE: Object to form.
19 BY MR. PAUL:
20 Q. Okay. Did the condensers need to be -- did the
21 condensers require a gasket to be installed every time
22 that you and Dennis worked on them and cleaned them?
23 DEFENSE: Object to form.
24 A. Yes.
25 BY MR. PAUL:

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Page 57 1 Q. Okay. Fair enough. 2 A. If you run out of gasket material, you could use 3 the old one, but if you had the gasket material, you 4 would put a new gasket on every time. 5 Q. Okay. And you testified earlier that there was 6 a supply room at the Hoechst plant. Right? 7 A. Right. 8 Q. Okay. Where would you and Dennis get the 9 replacement gaskets for these condensers? 10 A. Well, we would get the material out of the 11 supply room, -- 12 Q. Okay. 13 A. -- carry it back to the shop and then put the 14 gasket material on the cutting board, take a gasket 15 cutter and cut it out. 16 Q. And we'll get to that. 17 The -- you mentioned replacement kits with 18 pumps and valves. With the condensers, do you recall the 19 manufacturer of the gaskets that went on those 20 condensers? 21 A. Well, the material that we used was John Crane 22 333. 23 Q. And 333, how do you know it was John Crane 333? 24 A. Because it was on it, marked on it, painted on 25 it, stamped on it.	Page 59 1 that Dennis had to replace a gasket on a condenser? 2 A. Yes. 3 Q. And he used the same John Crane No. 333 gasket, 4 -- 5 A. Yes. 6 Q. -- sheet gasket that you just described? 7 A. Yes. 8 Q. Okay. When he was cutting this John Crane No. 9 333 sheet gasket material, were there any conditions 10 created? 11 A. Well, yeah, there would be a little bit of 12 fiber, you know. 13 Q. Okay. Do you believe that Dennis would have 14 breathed that fiber when he was cutting it? 15 DEFENSE: Object to form. 16 A. Yes. 17 BY MR. PAUL: 18 Q. Now, he cut it on plywood. Is that correct? 19 A. Yes. 20 Q. After he picked up the gaskets, would he, you 21 know, brush off his arca? 22 A. Well, sometimes he would, yeah. 23 Q. Do you think that that created a dusty 24 condition? 25 A. Oh, yeah. Yeah.
Page 58 1 Q. Okay. Were these sheet gaskets or precut 2 gaskets? 3 A. Sheet. 4 Q. Sheet. 5 And this is only in regards to the 6 condensers. Is that correct? 7 A. Pardon? 8 Q. This is only in regards to the condensers. Is 9 that correct? 10 A. Correct. 11 Q. You mentioned cutting these John Crane No. 333 12 gaskets. Is that correct? 13 A. Yes. 14 Q. Did you ever have the occasion to see Dennis 15 cutting those John Crane 333 gaskets? 16 A. Yeah. 17 Q. Where would he have to cut these John Crane No. 18 333 gaskets at? 19 A. Well, most of the time you used a piece of 20 plywood to put the material down on, and then you would 21 find your center of your gasket and then you would take a 22 little -- a pen or either a nail and prick the center of 23 it. Then take that gasket cutter and cut your OD out and 24 then your ID out. 25 Q. And this -- did this occur every single time	Page 60 1 Q. Do you believe that he breathed the dust created 2 from those John Crane No. 333 sheet gaskets? 3 DEFENSE: Object to the form. 4 A. Yes. 5 BY MR. PAUL: 6 Q. How close was Dennis's face to the John Crane 7 No. 333 sheet gaskets when he was doing this work? 8 A. Well, within 3 foot, so maybe even closer than 9 that. 10 Q. Okay. So you mentioned every -- you know, once 11 every three weeks these condensers needed to be cleaned 12 out. 13 A. Yes. 14 Q. Do you believe that Dennis worked on the 15 condensers up until the time that you worked with him? 16 A. Yes. 17 Q. Okay. Do you believe that he worked on these 18 condensers prior to the time that you worked with him at 19 the plant? 20 DEFENSE: Object to the form. 21 A. Yes. 22 BY MR. PAUL: 23 Q. Okay. When did you start working at the plant? 24 I can't remember. 25 A. I started with Daniel's in '71.

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Page 61 1 Q. '71. 2 Okay. Now, we've talked about gaskets a 3 lot, pretty exciting stuff, you know. Can you tell the 4 jury the different types, and I don't mean manufacturers, 5 different types of gaskets that there were at the plant 6 in total? 7 A. Well, we used copper, aluminum, asbestos. 8 Flexitallic, we used them. And we used -- on the 9 reactor, we would use a -- they called it an industrial 10 silver gasket. It was a large gasket. It might be 3 11 foot in diameter. 12 Q. Okay. Any Teflon gaskets? 13 A. Yeah, and Teflon. 14 Q. Okay. Are you able to differentiate an asbestos 15 gasket from a Teflon, metallic, rubber, Flexitallic 16 gasket? 17 A. Yes. 18 DEFENSE: Object to form. 19 BY MR. PAUL: 20 Q. What does an asbestos gasket look like? 21 A. Most of them was gray -- 22 Q. Okay. 23 A. -- or almost black. 24 Q. You mentioned that like with the John Crane 25 gaskets it actually had the name stamped on them. Is	Page 63 1 A. Yes. 2 DEFENSE: Objection. 3 BY MR. PAUL: 4 Q. Were asbestos gaskets used on every condenser 5 that you-all worked on? 6 DEFENSE: Object to form. 7 A. I would say yes, -- 8 BY MR. PAUL: 9 Q. Okay. 10 A. -- unless they was water. They wouldn't have 11 been on water. 12 Q. But the condensers, -- 13 A. The condensers, yes. 14 Q. Specifically in regards to condensers? 15 A. Right. 16 Q. Were they all asbestos containing gaskets -- 17 A. Yes. 18 Q. -- being replaced and removed on them? 19 DEFENSE: Object to form. 20 BY MR. PAUL: 21 Q. Okay. You mentioned insulation earlier. Did 22 the millwrights, you and Dennis, have to insulate any of 23 the machinery that you-all worked on? 24 DEFENSE: Object to form. 25 A. No, we didn't have to insulate, but if there
Page 62 1 that correct? 2 A. Yeah. 3 Q. It also had the number 333 stamped on them? 4 A. Yes. They had some more that had different 5 numbers that come from John Crane. 6 Q. Do you recall a John Crane No. 2112 gasket by 7 any chance? 8 DEFENSE: Object to the form. 9 A. Yeah. 10 BY MR. PAUL: 11 Q. Did Dennis work -- 12 A. And there was a 750, too, I believe. 13 Q. Okay. Did Dennis have the occasion to work with 14 those John Crane 2112 gaskets? 15 A. Yes. 16 Q. And were those sheet gaskets? 17 A. Yes. 18 Q. And did he have to cut those gaskets? 19 A. Just like he did the other ones. 20 Q. The exact same manner as you described the John 21 Crane No. 333 gaskets; right? 22 A. Yes. 23 Q. Thank you. 24 Were asbestos gaskets used on the majority 25 of the pumps, valves and condensers that you worked on?	Page 64 1 were removable type insulation on it, -- 2 BY MR. PAUL: 3 Q. Yeah. 4 A. -- we would occasionally take it off and put it 5 back on, especially if it was a heated pump. 6 Q. Okay. 7 DEFENSE: Move to strike nonresponsive 8 portions. 9 BY MR. PAUL: 10 Q. Who would do the actual insulation work? 11 A. The insulators. 12 Q. Were the insulators employees of Daniel's or 13 Hoechst? 14 A. Daniel's. 15 Q. Who supplied the insulation? 16 DEFENSE: Object to form. 17 A. Hoechst. 18 BY MR. PAUL: 19 Q. Did that come from the supply room? 20 A. Yes. Most of the time they just dropped it off 21 at the insulation shop. 22 Q. Okay. 23 A. The vendors, whenever they would bring it in. 24 Q. But you and Dennis as millwrights were involved 25 in the actual insulation installation; right?

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Page 65 1 A. No. 2 Q. Were you and Dennis around any of the insulators 3 when they were installing the insulation to the various 4 areas and materials? 5 A. Yes. 6 DEFENSE: Object to form. 7 A. Yes, -- 8 BY MR. PAUL: 9 Q. Okay. 10 A. -- on a shutdown especially. 11 Q. Yeah. 12 Were you--all around the insulators when 13 they were removing any insulation from the materials that 14 that insulation was worked on and applied to? 15 A. Yes. 16 DEFENSE: Object to form. 17 BY MR. PAUL: 18 Q. When you--all were working on pumps and valves, 19 did you have any occasion to disturb any insulation on 20 those pumps and valves? 21 A. Yes. 22 Q. And why -- why is that and how so? 23 A. Well, if you're changing it out, you know, you 24 would have to get down where the pump was at, and then, 25 you know, if you hit that insulation and it was old	Page 67 1 DEFENSE: Object to the last question. 2 A. Yes. 3 Q. Thank you. 4 I just have a brief question because I'm 5 curious, you know. Were there workers from other trades 6 that would have been around you and Dennis as millwrights 7 when you--all were performing the work that you've 8 described today? 9 A. Maybe an electrician. 10 Q. Okay. And would that include the gasket removal 11 and replacing jobs and the packing removing and 12 replacement jobs that you're talking about? 13 A. Yes. 14 Q. Okay. Would this occur on numerous occasions? 15 A. No, we wouldn't always. 16 Q. Okay. 17 A. Unless it was shutdown, then they would be out 18 there involved all week or two. 19 Q. Okay. Do you believe that those electricians 20 would have had the occasion to breathe the dust created 21 from the asbestos gasket and packing removal process that 22 you've described today? 23 DEFENSE: Object to form. 24 A. Yes. 25 BY MR. PAUL:
Page 66 1 insulation especially, it would fly off of it. 2 Q. Okay. Do you recall the manufacturer 3 Owens-Corning by any chance in regards to insulation? 4 A. Yes. 5 DEFENSE: Object to form. 6 A. Yeah. 7 BY MR. PAUL: 8 Q. That's what Hoechst purchased, Owens-Corning -- 9 A. Yes. 10 DEFENSE: Object to the form. 11 Q. -- insulation? 12 A. Yeah. 13 BY MR. PAUL: 14 Q. Do you think they purchased different types of 15 insulation? 16 A. Yeah. 17 Q. And they supplied it all. Correct? 18 A. Yes. Well, I believe there was a Kake, I 19 believe was the name of it. 20 Q. Okay. Supplied by Hoechst? 21 A. Yes. 22 DEFENSE: Move to strike the last response 23 to the question. 24 BY MR. PAUL: 25 Q. Was it supplied by Hoechst?	Page 68 1 Q. That's to your personal knowledge; correct? 2 A. Right. 3 DEFENSE: Object to form. 4 BY MR. PAUL: 5 Q. Because you were there? 6 A. Yeah. 7 Q. Did anyone at Hoechst ever advise you and Dennis 8 that a mask or respirator should be worn when working 9 with and around asbestos containing products? 10 DEFENSE: Object to form. 11 BY MR. PAUL: 12 Q. I'm talking about the time that Dennis worked at 13 the plant only. 14 DEFENSE: Same objection. 15 A. That was after -- I would say probably around 16 1980. 17 BY MR. PAUL: 18 Q. Okay. I'll represent Dennis left in '78. Do 19 you believe that anyone at Hoechst ever advised him about 20 the hazards of asbestos while he was working at the 21 plant? 22 DEFENSE: Object to form. 23 A. I don't think so. 24 BY MR. PAUL: 25 Q. Did Dennis ever have the occasion to wear a mask

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1 while performing any of his maintenance at the Hoechst
2 plant?
3 A. Did what?
4 Q. Did Dennis ever wear a mask while he performed
5 any maintenance work at the Hoechst plant?
6 A. No, I can't say that.
7 Q. Okay.
8 A. I would say no.
9 Q. Do you believe Dennis would have worn a mask or
10 respirator had he been advised by Hoechst that asbestos
11 was hazardous to his health?
12 DEFENSE: Object to form.
13 A. Yeah.
14 BY MR. PAUL:
15 Q. Okay.
16 DEFENSE: Sir, can you just give me a
17 second to put an objection on the record? The
18 court reporter keeps looking at me, and we're
19 talking over each other. So I just want to make
20 the record clear.
21 MR. PAUL: Okay. And I also want to put on
22 the record that all objections are reserved
23 until the time of trial. So there's time to
24 cure any of these situations, and I won't fight
25 you if an objection comes out halfway.

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1 DEFENSE: Sure. I appreciate that. I just
2 don't want -- the court reporter keeps looking
3 at me like can you slow down. So I'm --
4 MR. PAUL: I'm almost done.
5 THE COURT REPORTER: I'm trying to make
6 sure I get your -- I hear you as well, but yes.
7 Thank you.
8 BY MR. PAUL:
9 Q. Mr. Thompson, we're talking about warnings. We
10 had a little digression, you know.
11 When you and Dennis were working at the
12 Hoechst plant, who do you think was in the best position
13 to warn you and Dennis about the hazards of asbestos?
14 DEFENSE: Object to form.
15 A. Supervisor.
16 BY MR. PAUL:
17 Q. Would that have been a Hoechst employee?
18 A. Yes.
19 DEFENSE: Object to form.
20 BY MR. PAUL:
21 Q. What about the manufacturers of the products
22 that you--all worked on? Do you believe that they should
23 have warned as well?
24 A. Yeah, there should be something on the box.
25 Q. Or on the material itself?

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1 A. Oh, yeah. Right.
2 Q. When was the last time you talked with Dennis?
3 A. Oh, it's been whenever he called me and told me
4 he had the cancer, which is probably about two months
5 ago.
6 Q. Have you talked with me about Dennis's work
7 history?
8 A. Yes.
9 Q. How many times?
10 A. One time.
11 Q. Did we meet yesterday?
12 A. Yes, we did.
13 Q. What did we talk about?
14 A. The type of work that Dennis done, what pieces
15 of equipment he worked on.
16 Q. Did I show you any pictures of anything?
17 A. No.
18 Q. We just talked. Correct?
19 A. Right.
20 Q. How does it make you feel -- I mean, you worked
21 with Dennis for quite some time at the Hoechst plant.
22 How does it make you feel that Dennis has mesothelioma?
23 DEFENSE: Object to form.
24 A. Makes me feel bad.
25 BY MR. PAUL:

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1 Q. You know that mesothelioma is a terminal cancer.
2 Right?
3 A. Yes, it is.
4 DEFENSE: Object to form.
5 BY MR. PAUL:
6 Q. That's a fact?
7 A. Yes.
8 Q. There's no known cure?
9 A. (The witness nodded affirmatively.)
10 DEFENSE: Object to form.
11 BY MR. PAUL:
12 Q. Do you believe that Dennis has mesothelioma
13 because he worked around asbestos containing products at
14 the Hoechst plant?
15 DEFENSE: Object to form.
16 A. Yes.
17 BY MR. PAUL:
18 Q. For all the reasons that you just described his
19 job?
20 A. Correct, pumps and the valves.
21 Q. Do you know if anyone else out at the Hoechst
22 plant has been diagnosed with or died from mesothelioma?
23 DEFENSE: Object to the form.
24 A. There was a John Garner, who was a pipefitting
25 foreman. He died from it.

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Page 73 1 And then there was another gentleman died 2 about four weeks ago named Grady Moore. They said just 3 rumors through the grapevine that he had cancer. 4 BY MR. PAUL: 5 Q. Yeah. 6 A. I don't know that for a fact. 7 Q. Did -- 8 A. I haven't talked to any of the family. 9 Q. He worked at Hoechst. Right? 10 A. He worked at Hoechst. 11 Q. In the Spartanburg plant? 12 DEFENSE: Object to the form. 13 A. Yes. 14 BY MR. PAUL: 15 Q. Okay. You know what, I've been talking for 16 about an hour, and I'm actually done. So I'm going to 17 reserve my right to ask some follow-up questions after 18 the defense attorneys ask you questions in here, but I'm 19 done for now. So I would like to go off the record and 20 then take a quick break and let you stretch your legs 21 out. Okay? 22 A. Fine. 23 Q. On the record, you know, I really appreciate you 24 taking your time today. I know you don't have to do 25 this. You're retired, and it's not fun to sit in a room	Page 75 1 A. Okay. 2 Q. If at any point you don't hear or understand my 3 question, please let me know though. All right? 4 A. Right. 5 Q. We're continuing on from what Kevin was talking 6 about, and I'll be kind of skipping around, but I do want 7 to get a little bit more about your background 8 information. 9 And do you go by any nicknames? 10 A. R.T. 11 Q. R.T.? 12 A. Yes. 13 Q. I think I can figure out why that would be. 14 What is your date of birth? 15 A. 12/11 of '46. 16 Q. And you said you're 67 years old? 17 A. Yes. 18 Q. I'm not trying to be personal, but just so we 19 can verify who you are, could you just give me the last 20 four digits of your Social Security number? 21 A. XXXX. 22 Q. Now you already told us you live in -- what's 23 the name of the town? 24 A. Chesnee. 25 Q. Okay. Do you have any relatives in Spartanburg?
Page 74 1 with a bunch of attorneys. I wouldn't do it voluntarily, 2 and I really appreciate you doing this today. Okay? 3 A. Well, it hasn't been bad so far. 4 Q. It will be bad though, you know. It will get 5 that way. So thank you. 6 A. You're welcome. 7 THE VIDEOGRAPHER: This is the end of tape 8 No., excuse me, recording No. 1 of the video 9 deposition of Ronnie Thompson. We're off the 10 video record at 11:06:49. 11 (A break was taken.) 12 THE VIDEOGRAPHER: We are back on the Video 13 record at 11:19:16. 14 CROSS EXAMINATION BY MR. LUDWIG: 15 Q. Mr. Thompson, good morning. My name is Eric 16 Ludwig. 17 A. Good morning. 18 Q. Can you hear me okay? 19 A. Yeah. 20 Q. Do you have any hearing problems, sir, or am I 21 speaking -- 22 A. Yeah. I have problems with this ear, and this 23 one is starting to give me trouble. 24 Q. Okay. I'll do my best to keep my voice up. 25 Okay?	Page 76 1 A. Yes, my daughter. 2 Q. Okay. What is her name? 3 A. Kim Allison, Kim Garrison. 4 Q. How old is Kim? 5 A. She's 48. 6 DEFENSE: Check for children, too. 7 MR. LUDWIG: What's that? 8 DEFENSE: Check for children, too. 9 BY MR. LUDWIG: 10 Q. Does Kim have any children over the age of 18? 11 A. Yes. 12 Q. And who are they? 13 A. Taylor Garrison. 14 Q. Is Taylor a male or female? 15 A. Male. 16 Q. How old is Taylor? 17 A. He's 21. 20. I'm sorry. 18 Q. Okay. Anyone else besides Taylor that's over 19 the age of 18 that's related to Kim? 20 A. No. 21 Q. Does Kim have a husband? 22 A. Yes. 23 Q. What's his name? 24 A. His name is Kelee (phonetic). 25 Q. Anyone else family in Spartanburg?

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Page 77 1 A. No. My family is deceased. 2 Q. Okay. What about Greenville, any -- I'm sorry. 3 A. Brother, my brother. 4 Q. What's your brother's name? 5 A. Trey. 6 Q. And where does Trey live? 7 A. He lives in Chesnee also. 8 Q. Okay. What about Greenville? Do you have any 9 family or friends down in Greenville? 10 A. No. 11 Q. Sir, did you graduate from high school? 12 A. Yes. 13 Q. And what high school? 14 A. Chesnee High School. 15 Q. What year was that? 16 A. 1965. 17 Q. After high school did you pursue any post high 18 school education? 19 A. Well, I got married right after high school, 20 but -- and then naturally you got to go to work then, but 21 I did spend six months at Spartanburg Technical. 22 Q. What did you study? 23 A. Sheet metal. 24 Q. You said you got married. And what's your 25 wife's name, your ex-wife's name?	Page 79 1 A. Spartanburg. 2 Q. How long did you work for Art Metal? 3 A. About five years, but they shut the place down 4 is the reason I didn't stay no longer than that. 5 Q. And what did you do for Art Metal? Am I saying 6 it right, Art, A-R-T? 7 A. A-R-T is the way it was spelled. Press 8 operator. And then later, after I had been there two 9 years, I made supervisor in the press department. 10 Q. So it sounds like you were in production, not 11 maintenance at Art? 12 A. Yes. More or less, yeah. 13 Q. After Art Metal, so that's '65, so about 1970? 14 A. Yes. 15 Q. Where did you go after that? 16 A. Went to Spartanburg Tech. No, excuse me, 17 Spartanburg Metal, machine shop. Actually it's a tool 18 and dye shop. 19 Q. And what did you do there? 20 A. Just manual work mostly, cut steel, done a lot 21 of grinding. 22 Q. It sounds like it was a production job, not a 23 maintenance job. Is that accurate? 24 A. Well, it's tool and dye is the type of work that 25 they done.
Page 78 1 A. Ex-wife's name is Becky. 2 Q. What was her maiden name? 3 A. Davis. 4 Q. And you told us earlier that you got divorced. 5 When did you get divorced? 6 A. 1988. 7 Q. Where did that divorce -- what county was that 8 in? 9 A. Spartanburg. 10 Q. Besides Becky Davis, have you ever been married 11 any other times? 12 A. No. 13 Q. You said you went to Spartanburg Tech for six 14 months. Did you graduate? Was it a certificate or any 15 type of diploma? 16 A. No. 17 Q. So you didn't finish the program then it sounds 18 like? 19 A. No. I didn't have the money to. 20 Q. And so you said that you got married, and you 21 went to work. Where was your first job? 22 A. Art Metal. They made metal office furniture. 23 Q. And where is that located? 24 A. Out on Pine Street. It's no longer there. 25 Q. Pine Street in what city?	Page 80 1 Q. Well, was it a tool and dye shop? 2 A. It was a tool and dye shop. 3 Q. Where was Spartan Metal located? 4 A. It was on South Pine Street in Spartanburg. 5 Q. Is it still in existence? 6 A. The building is, but not the company. 7 Q. And how long did you work for Spartanburg Metal? 8 A. Probably about a year maybe. 9 Q. Where did you go next? 10 A. Hoechst, went with Daniel's. 11 Q. We'll get back to that in a minute then. 12 And then you told me you worked for -- just 13 to have it all in one place I guess, you said you worked 14 for Daniel's for a period of time, and then you became a 15 Hoechst employee. 16 A. Correct. 17 Q. And by that I mean you would receive your 18 paycheck from Hoechst. 19 A. Yes. 20 Q. When did that happen? 21 A. September, '65. I believe my hire date was 22 August the 28th. 23 Q. September of '65? 24 A. No. I'm sorry. 25 Q. Right.

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1 A. '75. 2 Q. You became an employee of Celanese or Hoechst in 3 '75? 4 A. August 28th I believe was the hire date. 5 Q. And how long did you stay there in that 6 position? 7 A. Until 2000, at that one site stayed there until 8 2004. 9 Q. Okay. Then what did you do after 2004? 10 A. I went to work part-time with my brother. 11 Q. Doing what? 12 A. Running a machine, a stretching machine. It 13 stretched wire; but I would only work two days a week. 14 Q. You gave us the name of that place. Where is 15 that? 16 A. Spartan Metal Products. It's right there on 17 Daniel Morgan Avenue. 18 Q. When you left the Hoechst Celanese location, did 19 you retire? 20 A. Yeah. 21 Q. And you just sort of took on some part-time work 22 -- 23 A. Right. 24 Q. -- just to stay active? 25 A. Yes.	1 of Dennis Seay? 2 A. Yeah. Dennis Seay? 3 Q. Seay. 4 A. Yes. 5 Q. How do you spell his last name? 6 A. S-E-A -- 7 MR. PAUL: There's a Y in there. 8 A. Y? 9 MR. LUDWIG: I'm sorry. Let him answer the 10 questions. 11 A. S-E-A-Y. 12 MR. PAUL: I'm going to help him out if he 13 can't spell a name correctly. 14 A. And Y. 15 BY MR. LUDWIG: 16 Q. Okay. Can you give me a physical description of 17 Mr. Seay? You say Seay, Mr. Seay? 18 A. Seay. He's about 6 -- he is 6 foot, maybe a 19 little bit taller, sort of broad shoulders, black headed. 20 Q. Does he have any facial hair? 21 A. Not -- no, not while I knew him. 22 Q. Okay. Now, we talked earlier you worked out at 23 the Hoechst plant -- if I say Hoechst or Celanese, do you 24 know I'm talking about the same facility? 25 A. Yeah. It was Hoechst, and then I think Celanese
Page 82	Page 84
1 Q. Was your retirement from the plant voluntary? 2 A. Yes. 3 Q. We covered something at the beginning of the 4 deposition. Do you know a gentleman by the name of Gary 5 Sarratt? 6 A. No. 7 Q. Okay. So you can't -- you never worked with 8 Gary Sarratt. Correct? 9 A. No. 10 Q. And you're not able to offer any testimony about 11 where Mr. Sarratt worked. Correct? 12 A. I don't know where he worked. 13 Q. You don't know him. So it's fair to say you 14 can't testify whether or not Mr. Sarratt was ever exposed 15 to asbestos. Correct? 16 A. No, I couldn't tell you that. 17 Q. My statement was correct? My statement was 18 correct? You can't testify whether or not Mr. Sarratt 19 was ever exposed to asbestos. Correct? 20 A. No, I can't. No. 21 Q. And you don't know what products or services or 22 material Mr. Sarratt ever worked with or around. 23 Correct? 24 A. No. 25 Q. Okay. But you do know a gentleman by the name	1 joined with them, Hoechst Celanese. It's been about five 2 different companies. 3 Q. Is it fair to say you can't give me information 4 about the corporate history as far as how these things 5 worked? 6 A. No. 7 Q. Okay. But if I say Hoechst or Celanese, you 8 know I'm talking about the same facility. Right? 9 A. Right. 10 Q. Okay. And what years did you work out at that 11 plant? 12 A. You're talking about for Hoechst or with 13 Daniel's included? 14 Q. The total time you were out there. 15 A. From '71 until 2004. 16 Q. What month did you start in '71? 17 A. September. 18 Q. What month did you retire in 2004? 19 A. What month? February the 29th. 20 Q. Leap year. 21 A. Right. 22 Q. Now, during the years when you were employed by 23 Daniel's, did you work exclusively at the Hoechst 24 Celanese plant? 25 A. Yes.

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Page 85 1 Q. Okay. And this is the Spartanburg plant we're 2 talking about. Correct? 3 A. Right. 4 Q. You never worked any other place except for the 5 Spartanburg plant? 6 A. Well, the one I mentioned a while ago, that Art 7 Metal. 8 Q. Okay. That's a fair question. 9 You never worked at any other Hoechst 10 Celanese plant other than the one out in Spartanburg? 11 A. No. 12 Q. Now, at the time you were working for Daniel's, 13 did you work exclusively at the Hoechst Celanese plant? 14 A. Yes. 15 Q. And, in other words, when you would go in on 16 Monday, you knew exactly where you were going to work? 17 A. Yes. 18 Q. Hoechst or Daniel's didn't say, well, one day 19 Mr. Thompson we need you at a hospital, we need you at a 20 school or some other location. You knew that you had to 21 go to Celanese. Correct? 22 A. Yes. 23 Q. I skipped something I'm going to go back to. 24 Kevin told us earlier that you guys have met before. 25 A. Right.	Page 87 1 A. Right. 2 Q. And then there was some kind of conversation 3 beforehand to at least set up yesterday's meeting. 4 A. Yes. 5 Q. How long was that conversation, this third one? 6 A. It was just over the phone. 7 Q. Over the phone. And how long was it? 8 A. 5 minutes, 10 minutes. 9 Q. In those 10 minutes, what did you-all talk 10 about? 11 A. Directions how to get to Chesnee. 12 Q. Did you talk about Mr. Seay's work history at 13 all during those 10 minutes? 14 A. No. No. No. 15 Q. So when Kevin showed up, he did or did not know 16 that you worked with Mr. Seay? You see what I'm getting 17 at? 18 A. No, I don't know. 19 Q. Well, during this 10 minute phone call, were you 20 asked, do you know Dennis Seay? 21 A. He was trying to get ahold of me. He was going 22 to pick me up or either meet at the Marriott over there 23 -- 24 Q. Uh-huh. 25 A. -- not the Marriott, the Hampton Inn. He was
Page 86 1 Q. And how many times have you met? 2 A. Once. 3 Q. And when was that? 4 A. Yesterday. 5 Q. And how long did that meeting last? 6 A. Oh, probably 45 minutes, 30, 45 minutes maybe. 7 Q. Did you guys meet again this morning? 8 A. Yes. He had to pick me up. 9 Q. Okay. So two meetings then? 10 A. Well, yeah. 11 Q. Okay. So yesterday and we now know today. Any 12 other meetings besides those two? 13 A. No. No, sir. 14 Q. Did anyone ever call you from Kevin's law firm? 15 A. No. 16 Q. Now is it that Kevin knew to come out and meet 17 you for these 45 minutes yesterday? Did he just show up 18 on your door? 19 A. No. He was -- I guess we did have a 20 conversation then. 21 Q. Okay. So now we have three conversations? 22 A. No. Well, yeah. Yeah. I see what you're 23 saying. Yeah, but he was trying to pick me up. 24 Q. Okay. So let's break it down. We know about 25 yesterday's meeting. We know you met this morning.	Page 88 1 wanting to know the directions. I told him, I said I'll 2 just meet you down there. 3 Q. I understand. Okay. So that was the meeting 4 yesterday. 5 A. Yes. 6 Q. But in this phone call did you-all talk about 7 Mr. Seay at all? 8 A. Yes. Yes, we did. 9 Q. You did. So what did you-all talk about? 10 A. I don't remember. 11 Q. Now, you told us you met yesterday for 35 or 45 12 minutes. 13 A. Yes. 14 Q. Is that the first face-to-face meeting? 15 A. Yes. That was the first face-to-face. 16 Q. What did you-all talk about during that time? 17 A. Talked about Dennis Seay. 18 Q. Uh-huh. Can you give me anymore specifics? 19 A. And the type of work that he done, what he 20 worked on. 21 Q. Were you shown any photos? 22 A. No. 23 Q. Were you shown any product names? 24 A. No. 25 Q. Do you know how it is that Kevin came in contact

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Page 89 1 with you? 2 A. Dennis is the one that probably said. Because 3 all the rest of the guys that worked together in that one 4 particular shop, they've already passed on. 5 Q. Did Dennis talk to you, say, hey, could you 6 please talk to my attorney? 7 A. No. No. The only time Dennis has talked to me 8 is whenever he called me to tell me that he had cancer. 9 Q. In preparation for this meeting with Kevin, did 10 you go back and look at any old information you may have? 11 A. Old information? 12 Q. And I don't know what you may have. Let's put 13 it this way, sir. We've never met before. Right? 14 A. No. 15 Q. And you've had an opportunity to at least meet 16 with Mr. -- with Kevin for -- three times you've had 17 prior conversations. 18 A. Right. 19 Q. So I don't have as much information as he does. 20 So I'm not trying to be rude. I'm just trying to find 21 out as much as I can. 22 A. I understand. 23 MR. PAUL: Object to form. 24 BY MR. LUDWIG: 25 Q. Okay.	Page 91 1 MR. PAUL: Object to form. 2 BY MR. LUDWIG: 3 Q. You nodded your head yes. 4 A. Yes. 5 Q. Now, you started out at the Hoechst Celanese 6 plant in 1971. Is it fair to say you don't have any 7 personal knowledge of what Mr. Seay worked with or around 8 before 1971 since you weren't there? 9 A. No, I wouldn't have. 10 Q. Now, when you started out there, what was your 11 first job title? 12 A. Millwright. 13 Q. Previously you told us that you had worked some 14 production jobs. Did you get any millwright training 15 prior to starting out there for Daniel's? 16 A. No. That was your training once they put you on 17 the job with Daniel's. 18 Q. It was on-site training? 19 A. Yes. 20 Q. Were you considered an apprentice, a journeyman, 21 or -- 22 A. No. 23 Q. -- did they have those type of designations? 24 A. I was lucky enough to go in as a journeyman. I 25 didn't have to go -- see, I went -- actually went to
Page 90 1 MR. LUDWIG: You think I'm trying to be 2 rude? 3 MR. PAUL: I didn't say objection, rude. 4 BY MR. LUDWIG: 5 Q. So I'm sorry if I'm kind of plodding along. I'm 6 just trying to find out as much as I can for the 7 background of things. Okay? 8 So in preparation for your meeting with 9 Kevin, did you review any documents beforehand? 10 A. No. 11 Q. Did you do any research or put any thought into 12 the meeting? 13 A. No. 14 Q. Just showed up and started talking? 15 A. Well, now, I mean, he had his questions and 16 answers. I didn't have nothing except what knowledge 17 I've got, you know, of the pumps that Dennis worked on 18 and the valves. 19 Q. Did he have a list of questions already made to 20 ask you? 21 A. Yeah, he had a list. 22 Q. Okay. Did you-all look at that list together? 23 A. Yeah. 24 Q. Did you look at that list together? 25 A. (The witness nodded affirmatively.)	Page 92 1 filament area to begin with. That was the first area 2 that I worked in, and they were needing mechanics and I 3 just lucked up and got one of the jobs. 4 Q. What do you mean when you started in the 5 filament area? Were you working for Daniel or Celanese? 6 A. Daniel's. 7 Q. What were you doing for Daniel's in the filament 8 area? 9 A. Millwright. 10 Q. So what does it mean that you -- 11 A. I got -- 12 Q. I don't understand. I'm not trying to be 13 difficult. 14 A. In 1971 whenever I was hired here, I was sent to 15 the filament area, me and about three or four more 16 mechanics that went to the maintenance crew still working 17 for Daniel's now. Then after I had been there about two 18 years, I got transferred in '73 to staple A spinning 19 across the street, so to speak. 20 Q. Okay. 21 A. And I was a millwright from '73 until '75. 22 Q. You were a millwright the entire time you worked 23 for Daniel's? 24 A. Correct, up until '65. 25 Q. Did you continue --

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1 A. Excuse me, '75. I keep getting that mixed up.
2 Q. Did you continue as a millwright when you
3 started receiving your paycheck from Celanese, or did you
4 go into production?
5 A. I was a maintenance supervisor.
6 Q. So you became a supervisor?
7 A. Right.
8 Q. And what year was that?
9 A. Pardon?
10 Q. What year was that?
11 A. It was -- hire date was September of '75.
12 Q. When you became a supervisor, did you stop
13 working with your -- with tools?
14 A. Yes.
15 Q. Who were you supervising?
16 A. You're talking about the men?
17 Q. What were you supervising? You said you became
18 a supervisor. What were you --
19 A. On maintenance of staple A spinning. I
20 supervised the mechanics.
21 Q. Was Mr. Seay one of the mechanics you
22 supervised?
23 A. No.
24 Q. Was he in a different area?
25 A. He went to a different area. Whenever they had

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1 pretty busy. You've got a lot of stuff going on.
2 A. Oh, yes.
3 Q. Maybe you have a couple minute conversation, but
4 you're not going to stay there for an hour --
5 A. No.
6 Q. -- shooting the breeze. Right?
7 A. No.
8 Q. I'm correct? You're not going to sit around for
9 an hour shooting the breeze with another employee?
10 A. No.
11 MR. PAUL: Object to form.
12 BY MR. LUDWIG:
13 Q. When you would have these conversations, these
14 sort of pass-through conversations, how long did they
15 generally last, a couple of minutes?
16 MR. PAUL: Object to form.
17 A. 10 minutes, something like that.
18 BY MR. LUDWIG:
19 Q. When you worked in the filament area, I believe
20 it was '71 to '73, you didn't work with Mr. Seay?
21 A. No.
22 Q. I'm correct? I'm sorry. I asked a bad
23 question. Between '71 and '73 when you worked in the
24 filament area, did you work with Mr. Seay?
25 A. No.

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1 that second phase, the addition that they added on, he
2 went with -- his supervisor, he went with him.
3 Q. So the time period that you really worked with
4 Mr. Seay is about '71 to '75?
5 A. From '71, September of '73 --
6 Q. I'm sorry.
7 A. -- until '75.
8 Q. So just two years?
9 A. Two years. That was it.
10 Q. After you became a supervisor, you didn't
11 supervise his work and you don't know really what he was
12 doing --
13 A. No.
14 Q. -- on a day-to-day basis. Is that correct?
15 A. Well, if I went to his area, you know, I would
16 speak to him and maybe chitchat for about 15 or 20
17 minutes. That's the only acquaintance I had with him
18 after he left.
19 Q. So I understand. You would just be walking
20 around, just chitchatting, but you didn't supervise him.
21 You didn't observe his work on a regular basis. Right?
22 A. Well, if he was building a pump or working on a
23 valve, you know, he would continue working, and like I
24 said, we would just talk a while, a little while.
25 Q. And I imagine as a supervisor though you're

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1 Q. So the only time you worked with Mr. Seay would
2 have been --
3 A. From '73 until '75.
4 Q. And that was only in staple A?
5 A. All of it was at staple A spinning.
6 Q. What does staple A spinning make?
7 A. They make staple fiber.
8 Q. What does that mean?
9 A. Well, staple, you use it to blend in with
10 different materials. See, they would run it through the
11 spinning area, and then they would send it to the stretch
12 line where they would stretch it over rollers and put
13 finish on it. Then it would go into the cutters. They
14 would cut it up, then fell down into the baler chambers.
15 Then they would bale it, and then it would go out into
16 the warehouse.
17 Q. And so generally speaking, staple A is a
18 production of these fiber strands or --
19 A. Yes.
20 Q. -- fiber material?
21 A. Yeah.
22 Q. That's the purpose -- all this equipment and all
23 the stuff that you were working around, the purpose was
24 to produce fiber?
25 A. Correct.

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Page 97 1 Q. Now, you talked with Kevin about some work you 2 did out there, but the work you did was to keep those 3 production lines operating. Correct? 4 A. Mostly Dennis was the one that built the pumps 5 or a valve or a gearbox. He was good at that. 6 Q. Well, my question though is, when maintenance 7 was happening out there, the purpose of it was to keep 8 those production lines in operation? 9 A. Correct. 10 Q. And when things were down, then production 11 couldn't really proceed if things aren't working 12 correctly? 13 A. Right. 14 Q. That would include the lines, the pumps, valves, 15 whatever it may be? 16 A. Right. But, now, when they were down, that's 17 when you done a lot of your maintenance work. 18 Q. Uh-huh. 19 And so the lines, keeping this stuff 20 operating was important to Celanese. Correct? 21 A. Yes. 22 Q. And you made these -- you did this maintenance 23 stuff in order to -- because it was important to Hoechst 24 to keep the lines operating. Correct? 25 A. Right.	Page 99 1 Q. -- and Hoechst wanted to keep them -- 2 A. They wanted to keep so many anyway. 3 Q. Because they had knowledge about the plant? 4 A. Correct. 5 Q. They didn't have to go back and train new 6 people to do the work. Correct? 7 A. Yeah, so they wouldn't have to retrain them. 8 Q. And so you mentioned earlier that there was a -- 9 so Hoechst had its own maintenance department. That 10 didn't happen until later on after Mr. Seay left. 11 A. Right, that happened afterwards. 12 Q. Huh-uh. 13 So during the time Mr. Seay was there, 14 Daniel's handled all the maintenance at the plant? 15 A. Correct. 16 Q. There was no one else at the plant that could do 17 repairs and maintenance other than Daniel's employees? 18 A. Well, they probably would, but they didn't use 19 them. Well, the subcontractors. They might have a 20 subcontractor come in, like Mid Atlantic or something 21 another on special projects. 22 Q. But Daniel's, they were there for the specific 23 purpose of handling the maintenance though? 24 A. Right. Now, they had a Daniel's construction 25 crew in here also.
Page 98 1 Q. During this '73 to '75 period where you worked 2 with Mr. Seay, you were a Daniel employee the entire 3 time? 4 A. Correct. 5 Q. And did Daniel employees take care of the 6 maintenance in the plant? 7 A. Yes. Yeah. 8 Q. That was all the maintenance in the plant. 9 Correct? 10 A. All of it, but some later on period of time, and 11 I don't remember the year, they hired over some of the 12 Daniel's mechanics onto Hoechst payroll. 13 Q. I'm glad you brought that up, and I'm going to 14 cover that real quickly. What year did that happen? 15 A. I don't remember. 16 Q. Would it have been the '90s, 2000s, '80s, do you 17 know? 18 A. It was probably around in the mid '80s, and the 19 reason they hired them so they could get them because a 20 lot of the Daniel's boys was going to Duke Power at that 21 time. 22 Q. Okay. So it sounds like the Daniel's employees 23 who know all the maintenance, who did all the 24 maintenance, they were leaving to go somewhere else -- 25 A. Right.	Page 100 1 Q. And you said there was two divisions. 2 A. Yes. 3 Q. And they were doing new construction? 4 A. Right. 5 Q. Let's just work -- let's just kind of focus on 6 the maintenance people, if we can. 7 A. Maintenance, okay. 8 Q. Now, these maintenance people, they performed 9 those repairs so that the Hoechst employees could get 10 back and do the production work. Correct? 11 A. Correct. 12 Q. I think I've already asked this, but if 13 something was broken and needed maintenance, it was the 14 Daniel's people who would go in and fix it for the 15 Hoechst people? 16 A. Yeah. 17 Q. Who would give the assignment? Would it come 18 from Daniel's? Like for you as a millwright, how would 19 you get your assignment for the day? 20 A. Well, we always made schedules out, and then, 21 you know, go over the schedule each morning with the men 22 because you would have to talk about the job, just give 23 the jobs out. If you had 12 men in there, you would 24 generally pair them up, and you would go to six different 25 jobs.

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RONNIE THOMPSON

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1 Q. Okay. Who would make that schedule?
2 A. The supervisor and the planner.
3 Q. And who did they work for?
4 A. The planner? I believe they worked -- they
5 started with Daniel's, and I don't -- but I'm sure they
6 switched over, but I don't know.
7 Q. Okay. So just to be clear, Daniel's -- Daniel's
8 planned out the job. Daniel's employees would plan out
9 the job. You said there was a planner and a supervisor.
10 They would make the schedule up.
11 A. Well, now, the supervisor, he would be a Hoechst
12 employee.
13 Q. Okay.
14 A. And then the planner, I know whenever they
15 started out they were with Daniel's.
16 Q. You mentioned when talking with Kevin earlier
17 that there was some insulation out at the plant. And
18 would this insulation be like on the pipelines?
19 A. Yes. See, in the spinning area there they used
20 Dowtherm to heat their vessels with, and you had to have
21 insulation to keep anybody from getting burned, plus hold
22 the temperature in.
23 Q. Okay. And you raise an important point I
24 believe. So the insulation served two purposes, to keep
25 the lines warm, to keep the product going through the

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1 paint it. I think it's more or less of a sealer.
2 Q. Okay. And so the insulation was sealed with
3 some type of material, some type of liquid, paint or
4 sealant?
5 A. Yes. Yes.
6 Q. And would that give like sort of a harder
7 surface to it?
8 A. It would.
9 Q. Okay. And so if you were walking by, you
10 brushed up against it, it wouldn't just become dusty;
11 would it?
12 A. No. But if you were changing out a pump,
13 especially --
14 Q. We'll get to that.
15 A. Okay.
16 Q. But, just generally speaking, the lines were
17 protected, the insulation was protected?
18 A. Yes.
19 Q. And this sealant, paint, whatever you want to
20 call it, that would prevent dust, just generally
21 speaking, from being created?
22 A. Right.
23 Q. And, once again, it also served the -- it also
24 served the purpose of protecting you the employees from
25 being burned when you're walking by?

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1 lines warm.
2 A. Right.
3 Q. And also it served as safety for the employees
4 so that they wouldn't get burned being in the area.
5 A. Correct.
6 Q. These lines, were they -- we talked to some
7 people this week already but at another plant, but one
8 gentleman said that the lines were -- they had a metal
9 wrapping around it. Would these insulated lines have a
10 metal wrapping on them?
11 A. Yes, on the new additions they did have metal on
12 them, something like aluminum foil, which had ridges in
13 it, but the old like staple A spinning area, they didn't
14 have that metal on them.
15 Q. Did -- let me ask you this. If you're looking
16 at the line, what would be the appearance of the line,
17 the Dowtherm line, for example?
18 A. Well, you would probably see a set of flanges,
19 and the rest of it would be covered up with insulation.
20 Q. Was there anything on that insulation? Was it
21 painted or covered in cloth or anything else?
22 A. Yeah. They paint them with some kind of
23 something.
24 Q. Okay.
25 A. Looks like, you know, white paint that they

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1 A. Yes.
2 Q. Did Daniel's have a safety department?
3 A. They did over there at Greenville, but I don't
4 believe they had anything set up down here.
5 Q. Did Daniel's have any safety meetings?
6 A. Yeah, they did.
7 Q. And how often would those be?
8 A. I would say about once a month, but the
9 superintendent, he's the one that conducted that.
10 Q. And who was the superintendent?
11 A. Ray Oliver.
12 Q. Was he a Daniel employee?
13 A. Yes.
14 Q. Was asbestos ever discussed in those safety
15 meetings?
16 A. I wouldn't know about that.
17 Q. You just don't recall?
18 A. (The witness shook his head negatively.)
19 Q. Did Celanese have a safety department?
20 A. Yes.
21 Q. And we've -- as I said, I don't want to confuse
22 cases, but we've heard from some gentlemen earlier in
23 another plant, and they described the Celanese safety
24 department as being "fanatical about safety". Would you
25 agree with that statement, that the Celanese safety

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Page 105 1 department was fanatical about safety? 2 MR. PAUL: Object to form. 3 A. No, I wouldn't say that. 4 BY MR. LUDWIG: 5 Q. Would you agree that Celanese was a safety 6 conscious company? 7 MR. PAUL: Object to form. 8 A. Yeah, I would say they were. 9 BY MR. LUDWIG: 10 Q. Safety was important to Celanese? 11 A. Yes. 12 Q. There was an emphasis placed -- Celanese 13 emphasized safety in the plant? 14 A. Yes. 15 Q. You don't have any reason to believe that 16 Celanese withheld any information it had about asbestos 17 from employees; do you? 18 MR. PAUL: Object to the form. 19 A. No. 20 BY MR. LUDWIG: 21 Q. Would there be occasions when, just generally 22 speaking, that the plant manager or executives would walk 23 around the plant? 24 A. Yes. 25 Q. Would they be wearing masks when they did that?	Page 107 1 according to your memory, the insulation would have been 2 removed before you ever did any work on any type of 3 equipment out at the plant? 4 A. Well, yes. 5 Q. Do you know who manufactured any of the 6 insulation out there? 7 A. Owens-Corning, Owens-Corning and Kaylo I believe 8 was the name of that other company. 9 Q. Do you have any personal information that the 10 insulation out there contained asbestos? 11 A. No. 12 Q. Is it fair to say you've never been trained in 13 identifying asbestos containing products? Is that fair? 14 A. No, I haven't been trained. 15 Q. And I'm sure you're aware there are some 16 asbestos containing products and some nonasbestos -- 17 strike that question. 18 Are you aware that there are asbestos and 19 nonasbestos containing insulations? 20 A. Now, repeat that. 21 Q. Sure. 22 Are you aware that insulation could or 23 could not contain asbestos? In other words, there were 24 alternatives to asbestos -- 25 MR. PAUL: Object to form.
Page 106 1 A. No. 2 Q. So when they walked around, they walked around 3 the same as the other employees? 4 A. Correct. 5 Q. You mentioned earlier that there was some 6 insulators at the plant. Were those Daniel employees? 7 A. Yes. 8 Q. Did they have their own insulation shop? 9 A. Yes. 10 Q. And I take it you were never an insulator? 11 A. No. 12 Q. Mr. Seay was never an insulator? 13 A. No. 14 Q. But Daniel's had full-time insulators out there? 15 A. Yes. 16 Q. When you needed to perform work on the pipeline, 17 would the insulators go out there in advance and sort of 18 peel back some of the insulation so you could do your 19 work? 20 A. Sometimes they would. 21 Q. What percentage of time did that happen? 22 A. 50 percent of the time. 23 MR. PAUL: Object to form. 24 BY MR. LUDWIG: 25 Q. So 50 percent of occasions then at least,	Page 108 1 BY MR. LUDWIG: 2 Q. -- insulation. Correct? 3 A. Yeah, there was some alternatives. 4 Q. Uh-huh. 5 Did you ever see any warning signs on the 6 insulation that was brought into the facility? 7 A. No. 8 Q. So did you ever see the packaging how it came? 9 A. No. All we seen was the boxes of the material. 10 Q. Uh-huh. That's how you know the name? 11 A. Yes. 12 Q. Did you ever see the word asbestos on those 13 boxes? 14 A. No. 15 Q. Did you ever see any warnings on those boxes? 16 A. No. 17 Q. Those would be the same boxes that the people at 18 Celanese and Daniel's -- it was in the exact same box. 19 Correct? 20 A. Right. 21 Q. Now, you mentioned on some occasions you would 22 have to come in maybe remove some insulation. Now, would 23 it be your goal to remove as much ins -- as little 24 insulation as possible? 25 A. Well, say if a pump went out in the middle of

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1 the night, they wasn't going to call no insulators. They
2 would call the mechanics to change out the pump. Well,
3 it might be 12, 1:00 at night. And we would go ahead and
4 remove the removables. That's all we would remove, take
5 them off to the side, stack them up so we could get to
6 the flanges, start taking that pump out.
7 Q. I think I understand it.
8 And so would you agree that your purpose is
9 though really to remove as little as possible so you
10 don't have to come back and -- your purpose is to do as
11 little work as possible. Right?
12 A. Right.
13 Q. And remove as little insulation as required?
14 A. Correct. Yes.
15 Q. Did you ever use any water to wet down the
16 insulation beforehand?
17 A. No.
18 Q. It was never your job to install insulation?
19 A. No.
20 Q. It was never Mr. Seay's job to install
21 insulation?
22 A. No.
23 Q. I believe in response to some questions Kevin
24 asked you you said there was times when you worked around
25 insulators.

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1 A. Yes, during a shutdown.
2 Q. Okay. When that was happening, would you try to
3 avoid that area?
4 A. Well, yeah, we tried to avoid it. Sometimes you
5 couldn't avoid it.
6 Q. You also mentioned that it sounded like there
7 was some type of vacuum system at the plant.
8 A. Yes, in staple A spinning there were.
9 Q. And you mentioned that it sounded -- correct me
10 if I'm wrong, but from my understanding of what you said
11 was that it would try to bring up the dust so that it
12 wouldn't get into the product manufacturing process. Is
13 that accurate?
14 A. (The witness shook his head no.)
15 Q. Describe the system for me. Let's just do that.
16 A. A vacuum system?
17 Q. Uh-huh.
18 A. Well, it runs on -- they operate with steam.
19 But what you do, they pump at -- 90 pounds of steam is
20 what goes into it through what they call a jet. You
21 know, it's got a vent made like that. Whenever that
22 steam exits the other side of that jet there, it starts
23 pulling a vacuum. You got four of them on a machine,
24 four of them on that one system. You got stage 1, 2, 3
25 and 4. Well, from 1 to the other, it just keeps on

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1 pulling that vacuum on the system itself. It pulls the
2 product or the impurities rather off of the product, and
3 it pulls it up through the vapor lines.
4 Q. Okay.
5 A. And the steam, whenever it goes into that
6 condenser, that's what it does. It condenses that steam.
7 It turns into water and travels down what they call a
8 barometric tank on the first floor. The reason they use
9 that barometric tank is because it seals the vacuum off.
10 It will pull that water up 32 feet. That gives it a seal
11 for the vacuum.
12 Q. Was this system self-contained, or was it --
13 A. Self-contained.
14 Q. Okay. Was there any ventilation system in the
15 plant itself?
16 A. Was there any what?
17 Q. Ventilation system in the plant itself.
18 A. Well, there, there was just fans that was just
19 in there in the windows, if you were lucky enough to have
20 some windows in your area.
21 Q. Sir, you mentioned that you have a circulatory
22 problem. Would you like to take a 5-minute break while I
23 look over my notes?
24 A. I'm fine.
25 Q. Okay. Well, then just give me a couple minutes.

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1 I'll see if I have anything else to ask you. Okay?
2 Sir, you mentioned -- earlier you talked
3 about doing some work on pumps, valves and other
4 equipment. And, along the same line as the questions I
5 asked you earlier, when those would go down, it's
6 important to get those things repaired as quickly as
7 possible?
8 A. Right.
9 Q. In order to keep production moving?
10 A. Correct.
11 Q. Sir, I believe that's all the questions I have
12 for now. I'm sure some other folks are going to have
13 some other questions, but I'm going to pass you along for
14 now. Okay?
15 A. Okay.
16 Q. I do appreciate your time. Thank you.
17 A. Thank you.
18 MR. LUDWIG: Let's go off the record.
19 THE VIDEOGRAPHER: We're off the video
20 record at 12:06:38.
21 (A break was taken to change questioning attorneys.)
22 THE VIDEOGRAPHER: We are back on the video
23 record at 12:08:17.
24 CROSS EXAMINATION BY MS. NETTLES:
25 Q. Good morning.

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Page 113 1 A. Good morning. 2 Q. My name is Sam Nettles. I'm going to focus on 3 gaskets and packing, and what you know about Mr. Seay's 4 exposure to any gaskets and packing. So first I'm going 5 to ask you, how often did you work with gasket and 6 packing material when you were working directly alongside 7 Mr. Seay? 8 A. All the time. 9 Q. All the time. 10 A. Yeah. 11 Q. And you say you didn't work with Mr. Seay every 12 week. Is that right? 13 A. Didn't -- 14 Q. You said you didn't work with Mr. Seay every 15 week. Is that right? 16 A. No, -- 17 MR. PAUL: Object to form. 18 A. -- sure didn't. 19 BY MS. NETTLES: 20 Q. Okay. Now often every week -- would you work 21 with Mr. Seay every week? 22 A. I would probably work with him about once a 23 week. 24 Q. Once a week. 25 And for how many hours once a week would	Page 115 1 products; right, together? 2 A. Yes. 3 Q. And only a portion of that work would be related 4 to gasket and packing material. Right? 5 A. Right. 6 Q. Okay. And so -- 7 A. But, now, Dennis, he was more or less the man 8 that built the pumps and the valves, and he was the one 9 that generally wound up rebuilding them. We would do the 10 other mechanical work. 11 Q. Okay. So while he was doing his work, where 12 were you? 13 A. Doing another job. 14 Q. Right. 15 A. Changing out a gearbox. 16 Q. And in those instances, would that be in the 17 same eight hour period? 18 A. Yes. 19 Q. Okay. So you weren't necessarily standing next 20 to Mr. Seay during that eight hour period once a week the 21 whole time. Right? 22 A. Yeah, there would be some days I would be there 23 all day with him. 24 Q. Right. 25 And what I'm trying to get at is, did you
Page 114 1 you work with Mr. Seay? 2 A. Eight hours. 3 Q. Eight hours. 4 And during that eight hour period what 5 exactly would you guys be doing together? 6 A. Well, we would be either cleaning those vacuum 7 systems, -- 8 Q. Uh-huh. 9 A. -- or we would be changing out a pump or 10 rebuilding a pump. 11 Q. So what you did during those eight hour periods 12 would vary depending on what assignment you had that day. 13 Is that right? 14 A. Right. 15 Q. So every time you guys worked together, you 16 weren't, say, for instance repacking a pump. Right? 17 A. No, not every time, -- 18 Q. Right. 19 A. -- but we would be replacing some gaskets. 20 Q. Right. 21 Sometimes you would be replacing gaskets. 22 Sometimes you would be dealing with packing material, but 23 that's not all you did. Right? 24 A. No. No. 25 Q. You worked on a lot of different types of	Page 116 1 see Mr. Seay doing his work the entire eight hours that 2 you were both assigned together? 3 A. For a complete week? You're talking about just 4 one eight hours? 5 Q. Yes, sir. 6 A. If I was working with him, I had to be seeing 7 him. 8 Q. Okay. I'm just trying to figure out how far 9 apart you were working from Mr. Seay when you were on the 10 same assignment. 11 A. I don't understand. 12 Q. Okay. I'll try to get it -- 13 A. I mean -- 14 Q. -- across better. 15 A. We worked together maybe once a week. 16 Q. Okay. 17 A. I had eye to eye contact with him, you know, 18 working on these valves and flanges and stuff like that. 19 Q. Okay. 20 A. But the other four days, you know, he would be 21 building pumps or repairing valves. 22 Q. Okay. All right. I'm going to move on, maybe 23 come back to that line of question later because we might 24 be missing each other. 25 So you talked a little bit about John Crane

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1 gasket material.
2 A. Right.
3 Q. And I want to know, can you please describe to
4 me what that John Crane gasket material looked like?
5 A. Well, it would be sheets of it.
6 Q. Okay. And what color were the sheets?
7 A. It was dark gray or almost a black.
8 Q. Okay. And did it have any words on it?
9 A. It had numbers on it, John-Mansville 333.
10 MR. PAUL: Object to form.
11 BY MS. NETTLES:
12 Q. Okay. Did it -- and do you only remember seeing
13 the 333 version written on the gasket material itself?
14 A. There was other numbers, 2012 or something or
15 other like that.
16 Q. Okay.
17 A. It seems like there was maybe a 750.
18 Q. Okay. When you went to -- I take it you went to
19 the supply room to obtain the gasket material that you
20 would be using?
21 A. Sometimes we did. Sometimes they would bring it
22 to us.
23 Q. Okay. When you had a chance to go to the supply
24 room, did you ever see any sort of packaging or boxes of
25 the specific sheet gasket material that you would use?

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1 A. No.
2 Q. So you never saw any sort of box coloring or
3 packaging, coloring or logos. Right?
4 A. No.
5 Q. And you wouldn't have had the opportunity to see
6 any warnings as to dangers of asbestos that may or may
7 not have been on that packaging material. Is that right?
8 A. Right.
9 Q. And when you went to obtain the gasket material
10 from the supply room, what did you ask for?
11 A. Well, you had a number to go by.
12 Q. Uh-huh.
13 A. A supply room number.
14 Q. Okay.
15 A. You looked it up in a catalog.
16 Q. Okay.
17 A. You would take that number down there to them.
18 They would go back in the back and get the material.
19 Q. Okay. And what kind of catalog would you be
20 looking in to see that number? Was it a factory catalog,
21 or was it a brand name manufacturer catalog? Was it a
22 product catalog? Where did you get that?
23 A. Supply room furnished it.
24 Q. Okay.
25 A. They had their own system down there.

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1 Q. Okay. So the supply room actually drafted and
2 supplied you with that catalog?
3 A. Correct. Yes.
4 Q. All right. And so you would ask for a specific
5 number of gasket material. Is that right?
6 A. Yes.
7 Q. Would you ask for it by brand name or just the
8 number?
9 A. Just the number.
10 Q. Okay. So you don't know --
11 A. But you have to look it up in the catalog to
12 know what you would get.
13 Q. I gotcha.
14 But no one told -- no one told you, okay,
15 here's your brand name specific product that you asked
16 for. They just said, okay, here's your sheet gasket
17 material. Right?
18 A. Yes.
19 Q. Okay. There were a number of different brands
20 of sheet gasket material that you used at Celanese.
21 Isn't that right?
22 A. Yes.
23 MR. PAUL: Object to form.
24 BY MS. NETTLES:
25 Q. Okay. And just because you named John Crane

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1 doesn't mean that there weren't a number of other
2 different brand names that you used on a regular basis.
3 Is that right?
4 A. Right.
5 Q. Okay. Can you pinpoint any specific brand name
6 that you used more than any others, or do you just know
7 that possibly one particular brand may have been at this
8 site?
9 A. Maybe Anchor.
10 Q. Okay. Can you tell me that you used one
11 particular brand name of sheet gasket material over
12 another?
13 A. We always used that John Crane.
14 Q. Okay.
15 But you can't tell me that you used John
16 Crane more than any other particular brand. Right?
17 A. No.
18 MR. PAUL: Object to form.
19 A. No.
20 BY MS. NETTLES:
21 Q. Okay. What size were the sheet gasket material?
22 A. 4 foot x 4 foot.
23 Q. Were they all 4 x 4?
24 A. Yes.
25 Q. Okay. And where did you go to actually cut out

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Page 121 1 gaskets? 2 A. To the shop. We had a piece of plywood up there 3 to cut it out on. 4 Q. Okay. And you described to me how you cut them 5 out before. So I'm not going to go back through that. 6 But how long did it take you to cut out a new gasket? 7 A. Well, depended on the size of it. 8 Q. Okay. Can you give me a range, small to large, 9 how long it took you? 10 A. Well, a large one, it might take you 15 minutes. 11 Q. Uh-huh. 12 A. Now, the small one, it would take you about the 13 same thing, -- 14 Q. Uh-huh. 15 A. -- about 15 minutes. 16 Q. Okay. 17 A. I'm talking about down to about an inch and a 18 half. 19 Q. Okay. Were all -- was all the sheet gasket 20 material the same thickness? 21 A. No. 22 Q. Okay. Can you describe the range of thickness 23 it was? 24 A. Well, you get 1/16, 3/16, but 1/8 was common. 25 Q. Did you ever use any rubber gasket material?	Page 123 1 because it just cut out a lot of time for you. Right? 2 A. Right. Plus, it saved material also. 3 Q. And you would prefer to use precut gasket 4 material; is that right? 5 A. Right. 6 Q. Can you tell me a percentage of how much you 7 used precut gasket material versus sheet gasket material? 8 MR. PAUL: Object to form. 9 A. Oh, you would use -- precut gaskets you would 10 use probably 90 percent of the time. 11 BY MS. NETTLES: 12 Q. Okay. When you removed gasket material when you 13 were doing the repairs, can you tell what brand name or 14 manufacturer the gasket material you were removing was? 15 A. No, you can't. 16 Q. Okay. We talked about cutting gaskets on the 10 17 percent of the sheet gasket material you used, and we 18 talked about with the other lawyer removing gaskets and 19 you talked -- you said that there were some fiber or some 20 dust sometimes. Comparing the fibers or dust related to 21 sheet gasket material or precut gasket material, either 22 one, versus the insulation material removal, can you tell 23 me whether the insulation material was more dusty than 24 the gasket material used? 25 DEFENSE: Object to form.
Page 122 1 A. No. All we used was silicone. 2 Q. And how often did you use silicone? 3 A. Maybe once a month. 4 Q. Did you use precut gaskets as well? 5 A. Yes, we did. 6 Q. How often did you use precut? 7 A. You're talking about on one particular machine 8 or -- 9 Q. As opposed to sheet gaskets. Did you use more 10 precut gasket? 11 A. More precut. 12 Q. More precut. 13 A. It was easier, quicker. 14 Q. Who -- what color was the precut gasket 15 material? 16 A. Dark gray. 17 Q. Dark gray. 18 Do you know who made that? 19 A. Well, sometimes -- well, some of them would be 20 so small you couldn't see nothing on it. There might be 21 a half of a word on it. 22 Q. Okay. But you don't know the brand names or 23 manufacturers of the precut gasket material? 24 A. No. 25 Q. Okay. You would use more precut gasket material	Page 124 1 A. No, I don't know. 2 BY MS. NETTLES: 3 Q. The insulation removal was dusty. Right? 4 A. Right. 5 DEFENSE: Object to form. 6 BY MS. NETTLES: 7 Q. Would you say that the insulation removal dust 8 was much more than the dust -- 9 A. Yes. I see what you're saying. Yes. 10 Q. I'm sorry to do this. I'm going to ask my 11 question in full and ask you to wait until I finish it. 12 Because when you -- when we go back later and read it, it 13 reads really funny if you answer in the middle. 14 So the insulation removal dust was -- 15 created a lot more dust than any sort of work that you 16 did with gasket material. Is that right? 17 DEFENSE: Object to form. 18 A. Yes. 19 BY MS. NETTLES: 20 Q. Okay. How often did you or your job title, 21 including times when you worked with Mr. Seay, include 22 removal of insulation material? 23 A. 50 percent of the time. 24 Q. Right. 25 So when somebody else didn't come in before

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1 you guys 50 percent of the time to remove the insulation
2 material, you guys would have to do it. Right?
3 A. Right.
4 Q. Okay. Can you tell me whether you used a John
5 Crane gasket material on any particular area that you may
6 have worked on?
7 A. On those vacuum condensers.
8 Q. You said condensers. I didn't hear the word
9 before it.
10 A. Well, the condensers are on the vacuum system.
11 Q. Vacuum was the word I didn't hear. Thanks.
12 All right. So you think you used John
13 Crane gasket material on the vacuum condensers. Is there
14 any other application where you know you used John Crane
15 gasket material on any of the product or --
16 A. No. No, I don't believe so.
17 Q. Okay. Did you ever see Mr. Seay use
18 specifically the John Crane gasket material during the
19 course of assignments you had with him?
20 A. Yes.
21 Q. Okay. And was that in the year -- in the two
22 years that you worked alongside him?
23 A. Yes.
24 Q. Can you tell me that you saw him use John Crane
25 gasket materials on the vacuum condensers?

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1 A. Yes.
2 Q. Can you tell me how often that was?
3 A. Well, you cleaned your condensers, it would be
4 every three weeks, but there was 15 of them that had to
5 be cleaned. So there would be one every day.
6 Q. But he wasn't always assigned to do the cleaning
7 of the vacuum condensers. Right?
8 A. No. No.
9 Q. So you don't -- and how many millwrights were
10 there during those two year periods you worked with Mr.
11 Seay?
12 A. There was probably -- there was about eight of
13 us.
14 Q. Eight. So between the eight of you, any --
15 A. Eight to ten.
16 Q. Between the eight to ten of you, any one of you
17 could have been assigned to clean out the -- or repair
18 and clean out the vacuum condensers. Right?
19 A. Yes.
20 Q. So you don't know specifically whether Mr. Seay
21 was actually assigned to do the repairs or clean out of
22 the vacuum condensers once or every three weeks or at any
23 particular time. Right?
24 MR. PAUL: Object to form; argumentative.
25 A. Right.

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1 BY MS. NETTLES:
2 Q. And do you -- can you actually recall doing work
3 with Mr. Seay on a vacuum condenser?
4 A. Yeah.
5 Q. Okay.
6 A. He and I worked together.
7 Q. Okay. Okay. But you can't tell me how many
8 times he did that work. Right?
9 A. No, I can't tell you that.
10 Q. Okay.
11 A. I would say it would be once a week anyway.
12 Q. And you think that because that's probably --
13 that's something that you recall being a regular
14 maintenance item, but you don't know that his schedule
15 included cleaning out vacuum condensers every week.
16 Right?
17 MR. PAUL: Object to form.
18 A. Right.
19 BY MS. NETTLES:
20 Q. Okay. During the entire two year period you
21 worked with Mr. Seay, was that job of cleaning the vacuum
22 condensers always in your rotation, or was it just maybe
23 a six month period of that two year time?
24 A. Always.
25 Q. Always. Okay.

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1 A. If a machine was running, you had to clean them.
2 Q. All right. I'm going to ask you a few questions
3 about packing material now, and then I'll be done.
4 What did the packing material look like
5 that you used?
6 A. Well, it was square. Most of the time you would
7 get it on like a 5 pound roll, --
8 Q. Uh-huh.
9 A. -- looked like a rope, a square rope.
10 Q. Was it braided?
11 A. Yes.
12 Q. Was it all braided, all the packing braided?
13 A. All of it was braided.
14 Q. What color was it?
15 A. We had different colors.
16 Q. What colors?
17 A. Some of it was white, black, gray.
18 Q. All right. And what did it feel like?
19 A. Well, some of it felt like it had a coating on
20 it, maybe some wax.
21 Q. A graphite maybe?
22 A. Pardon?
23 Q. Maybe a graphite coating?
24 A. Yeah, some had graphite on them.
25 Q. Okay. So different types of coatings on them?

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1 A. Right.
2 Q. One of them may have been graphite?
3 A. Yeah.
4 Q. Okay. But it felt kind of slick?
5 A. Yes.
6 Q. Okay. Let's see. Did you have the opportunity
7 to go to the supply room to obtain packing material that
8 you used?
9 A. Yes.
10 Q. And when you went to go get it, was it already
11 pre-packaged for you?
12 A. Yes.
13 Q. Like in a little baggy, or did you just --
14 A. Or a box.
15 Q. Or a box.
16 Was there anything on the box, colors,
17 logos, words that you recall?
18 A. No.
19 Q. Okay. Was that box the same box that it was
20 originally shipped from from the manufacturer, or was it
21 something that the plant would box up for you?
22 A. From the manufacturers.
23 Q. Okay. And that box was small, and it's supposed
24 to be used for individual taking out to your location to
25 do the repairs. It wasn't the bigger box that that

1 were working with Mr. Seay, you didn't have to cut your
2 packing anymore?
3 MR. PAUL: Object to form.
4 A. Well, some of the times you would because you
5 would get an older pump in.
6 BY MS. NETTLES:
7 Q. Okay. So it was on an occasion that you would
8 have to cut your own packing, but it was not typical. Am
9 I right?
10 MR. PAUL: Object to form.
11 A. Well, like I said, if it's an older pump and
12 all, you would have to cut it.
13 BY MS. NETTLES:
14 Q. Okay. And what did you do to cut that packing?
15 A. Well, you would take your measurement off of
16 your old packing, --
17 Q. Uh-huh.
18 A. -- if it's 2 inches long or whatever, --
19 Q. Uh-huh.
20 A. -- then you take that off your reel, --
21 Q. Uh-huh.
22 A. -- take a utility knife and cut it on the 45.
23 So whenever you put it back together it helps seal.
24 Q. Uh-huh.
25 where did you do that packing?

1 product came from the manufacturer in with all the
2 packing material. Right?
3 A. Right.
4 Q. So you never had the opportunity to see any
5 warnings about the dangers of asbestos that may or may
6 not have been on those boxes. Right?
7 A. Right.
8 Q. Did you ever get the packing on the spools? Did
9 you ever see the packing on the spools?
10 A. Yeah, I've seen it.
11 Q. Was it handed to you on the spools ever?
12 A. Yes.
13 Q. Was there anything on the spools, writing,
14 logos, colors that you remember?
15 A. No, not on logos.
16 Q. Okay. Did you have to cut the packing yourself?
17 A. At the beginning when we first started we did.
18 Q. Okay. And when you first started, what year was
19 that are you talking about?
20 A. It would probably be in the early '70s.
21 Q. Early '70s.
22 So prior to the time that you started
23 working with Mr. Seay in 1977?
24 A. Yes.
25 Q. Okay. So by the time 1977 rolled around and you

1 A. In the shop.
2 Q. And what was the tool that you used to cut it?
3 A. Utility knife.
4 Q. Okay. And it took -- how many minutes did it
5 take to cut that packing?
6 A. One man can do it.
7 Q. One man. How long did it take to cut it?
8 A. 15 minutes.
9 Q. To cut the packing?
10 A. See, there's generally four pieces of packing in
11 it.
12 Q. Okay. When you laid out the piece of packing
13 and used the utility knife, how long did that take to
14 actually cut the packing?
15 A. A minute.
16 Q. Right. It's as simple as just slicing it in
17 half. Right?
18 A. Correct.
19 MR. PAUL: Object to form.
20 BY MS. NETTLES:
21 Q. And just like we talked about with gaskets, we
22 talked about packing removal with this other lawyer, and
23 we just talked about cutting packing. Any sort of dust
24 that would be related to that, you would say that that's
25 much less dust than the insulation removal that you would

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Page 133 1 have either witnessed or done yourself. Is that right? 2 A. Yes. 3 Q. Okay. How often would the packing material come 4 out easily versus be stuck on and you would have to use a 5 wire brush? 6 MR. PAUL: Object to form. 7 A. Well, 50 percent of the time it comes out easy. 8 BY MS. NETTLES: 9 Q. Uh-huh. 10 And that's as simple as using a packing 11 pull and pulling it right out? 12 A. Correct. 13 Q. Okay. And -- 14 A. But if it's a heated pump, -- 15 Q. Uh-huh. 16 A. -- you would have to work with it. 17 Q. Uh-huh. 18 A. It would take you longer to get it out. 19 Q. Okay. Sometimes it would be stuck on, but it 20 would just require a little bit of manipulating. Right? 21 A. Right. 22 Q. And sometimes it would be stuck on, and you 23 would have to use, like you said, a wire brush. Right? 24 A. Right. 25 Q. So in the best case scenario when it's stuck on,	Page 135 1 Q. Okay. Why? 2 A. Well, they generally pair them up, you know, two 3 mechanics together. 4 Q. Okay. 5 A. See, while one of them is taking the flanges 6 apart -- 7 Q. Uh-huh. 8 A. -- or taking the packing out, the other one 9 would go get the packing -- 10 Q. Uh-huh. 11 A. -- and cut it. 12 Q. Uh-huh. Okay. 13 A. Or get the -- pick up some gaskets while the 14 other guy was doing the work in the field. 15 Q. I gotcha. 16 So even though you were -- there were two 17 mechanics assigned to the packing or gasket replacement 18 job, not both of you would actually be doing the removal. 19 It would be kind of a teamwork gasket removal done by one 20 guy, the other guy would go get the new gasket ready? 21 A. Right. 22 Q. Right. 23 So when -- for instance, when you were 24 teamed up with Mr. Seay, one or both of you would be -- 25 excuse me, one or the other of you would be working on
Page 134 1 it would take an extra how long? In the best case 2 scenario, how long would it take to actually remove the 3 packing material? 4 MR. PAUL: Object to form. 5 A. On a heated pump? 6 BY MS. NETTLES: 7 Q. Yes, sir. 8 A. It would probably take you 20 minutes -- 9 Q. Okay. I -- 10 A. -- to get it out. 11 Q. Okay. 12 A. Then you would have to clean it up. 13 Q. Okay. 14 A. So a half hour to -- 15 Q. Okay. 16 A. -- complete the job. 17 Q. Are you saying at the most when the packing 18 material is stuck on it would take you 20 to 30 minutes? 19 A. Yes. That's fair. 20 Q. Okay. When this packing or gasket removal 21 process was going on and you were working with somebody 22 else on the same assignment that day, would one person 23 just be doing that packing or gasket removal process, or 24 was it a two person job? 25 A. Well, most of the time it was two people.	Page 136 1 the, for instance, gasket removal while the other one was 2 getting the gasket to be put back on. Right? 3 A. Right. 4 MR. PAUL: Object to form. 5 BY MS. NETTLES: 6 Q. So you wouldn't be standing over Mr. Seay while 7 he was doing some gasket removal. Right? 8 A. Right. 9 Q. And, likewise, when you were doing gasket 10 removal, he wouldn't be standing over your shoulder 11 looking at you? 12 A. No. But when you go to putting them back 13 together assembling the flanges and everything, you would 14 be -- 15 Q. Right. You would need two people to help -- 16 A. Right. 17 Q. -- you hold things together while it was 18 rebolted and things like that. Right? 19 A. Correct. 20 Q. Okay. But that's not a dusty process, rebolting 21 the flanges. Right? 22 A. No. 23 Q. And that's as simple as popping in the new 24 gasket and putting it back together? 25 A. Right.

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1 Q. Okay. And the name with working with the
2 packing material. One of you would be actually doing the
3 packing removal while the other one was getting the new
4 packing ready to be put in. Right?
5 A. Right.
6 Q. So Mr. Seay wouldn't be standing over your
7 shoulder looking at you removing packing. Right?
8 A. Right.
9 Q. And you wouldn't be standing over Mr. Seay's
10 shoulder watching him doing the packing material removal?
11 A. Yes.
12 Q. Okay. Installing the new packing is as simple
13 as feeding in the new packing, making sure it was packed
14 in and then reassembling the product. Is that right?
15 A. Yes.
16 Q. Okay. All right.
17 MS. NETTLES: Yeah, thank you so much. I'm
18 wrapping up.
19 BY MS. NETTLES:
20 Q. There were numerous brands of packing used at
21 Celanese. Right?
22 MR. PAUL: Object to form.
23 A. Yes.
24 BY MS. NETTLES:
25 Q. Okay. And you could be using any number of

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1 brands of the ones that were present in the supply room
2 at Celanese. Right?
3 A. Yes.
4 Q. And you couldn't tell what brand of packing was
5 being removed while you were doing the removal process.
6 Right?
7 A. No, unless -- no, you wouldn't know that, what
8 you take out.
9 Q. Right.
10 I've got two minutes. Let me just look
11 through my notes. In preparation for your deposition
12 today or in any of your conversations previously relating
13 to Mr. Seay's case, were you shown any lists of product
14 types or names?
15 A. No.
16 Q. Were you shown any photos or pictures?
17 A. No.
18 Q. Did anybody try to jog your memory on brand
19 names or manufacturers?
20 MR. PAUL: Object to form.
21 A. No.
22 BY MS. NETTLES:
23 Q. No.
24 Did you do anything to try to jog your own
25 memory about brand names or manufacturers?

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1 A. Well, I tried to remember.
2 Q. Okay. Besides just looking in your own brain
3 and trying to remember what went on, did you look at any
4 other outside source, maybe a legal document or online?
5 A. No.
6 Q. Okay. Did you read Mr. Seay's deposition
7 transcript?
8 A. No.
9 Q. I think that's all I have. I really appreciate
10 your time.
11 A. Thank you. I'm sorry I didn't understand you no
12 better.
13 Q. No. No. It was my fault.
14 THE VIDEOGRAPHER: This is the end of media
15 unit 2 of the video deposition of Ronnie
16 Thompson. We're off the video record at
17 12:35:49.
18 (A lunch break was taken.)
19 THE VIDEOGRAPHER: This is the beginning of
20 media unit 3 in the video deposition of Ronnie
21 Thompson. We are back on the record at
22 1:23:43.
23 CROSS EXAMINATION BY MR. ROGERS:
24 Q. Mr. Thompson, --
25 A. Yes, sir.

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1 Q. Hi. My name is Andy Rogers. It's nice to meet
2 you.
3 A. Nice meeting you.
4 Q. Just before I get into more specific questions
5 about my client, I wanted to just clarify a couple things
6 that I may have just missed. The Hoechst Celanese plant
7 that you worked at with Mr. Seay, was that in
8 Spartanburg?
9 A. Yes.
10 Q. There was another plant up the road at Shelby.
11 A. Correct.
12 Q. But we're talking Spartanburg?
13 A. Spartanburg.
14 Q. Okay. I just wanted to make sure. Do you know
15 when that plant was first brought online, first started?
16 A. I believe it was '68 or '69.
17 Q. Okay. And you also mentioned that Daniel did
18 construction there as well as maintenance.
19 A. Yes.
20 Q. Your job was just maintenance. Is that right?
21 A. It was at the beginning.
22 Q. Okay.
23 A. Well, and then I switched over to Hoechst in
24 '75, --
25 Q. Okay.

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Page 141 1 A. -- I mean, maintenance supervisor. 2 Q. Okay. 3 A. So it was all in maintenance work that I've 4 done. 5 Q. And the same is true of Mr. Seay for the time 6 you worked with him. Is that right? 7 A. He worked with Daniel's. 8 Q. But he was just maintenance. Right? 9 A. Right. 10 Q. Okay. I want to -- you mentioned Ingersoll-Rand 11 earlier in your testimony, do you recall that, -- 12 A. Right. 13 Q. -- as one of the makers of pumps that you 14 recall? 15 A. Right. 16 Q. Okay. You talked about some pumps in the staple 17 A spinning section of the plant? Am I saying that 18 right, staple A? 19 A. Staple A spinning. 20 Q. Because there was a staple B? 21 A. Yes, sir. 22 Q. Okay. Can you give me an estimate of how many 23 times you recall seeing Mr. Seay work on an 24 Ingersoll-Rand pump? 25 A. Well, I seen him several times.	Page 143 1 Q. Okay. Were all of the Ingersoll-Rand pumps you 2 recall centrifugal, or do you recall different kinds? 3 A. They were centrifugal. 4 Q. Okay. What about the size of the housing? Do 5 you recall different sizes of housing of Ingersoll-Rand 6 pumps? 7 A. No, I don't. 8 Q. Okay. They were all the same that you recall? 9 A. No, they weren't all the same. 10 Q. You just don't remember what different sizes 11 were there? 12 A. Right. 13 Q. Do you recall the size of any of the housing of 14 any Ingersoll-Rand pump? 15 A. No. 16 Q. Okay. Were Ingersoll-Rand pumps painted a 17 certain color that you recall? 18 A. No. 19 Q. And what were they made out of? 20 A. Well, the housing was made out of cast. 21 Q. Cast iron? 22 A. Yes. 23 Q. Okay. Do you recall the function or the 24 application of any of the Ingersoll-Rand pumps? 25 A. Well, they used some of them in what they call
Page 142 1 Q. Several times? 2 A. Yes. 3 Q. Were there different kinds of Ingersoll-Rand 4 pumps that you recall seeing him work on? 5 A. Yes. 6 Q. How many different kinds? 7 A. Well, right offhand I would say three or four. 8 Q. Okay. Were they different sizes? 9 A. Yes, they were different sizes. 10 Q. Okay. Can you just -- can you give me a 11 description of one Ingersoll-Rand pump that you recall 12 him working on? 13 A. Well, no, I can't. The reason I knew it was 14 Ingersoll is because they had a -- it was molded or 15 casted on the housing. 16 Q. Okay. Was that true of all Ingersoll-Rand pumps 17 that you recall? 18 A. I don't know that. 19 Q. Okay. What size pumps do you recall as far as 20 inlet and outlet? 21 A. 1 1/2 x 2. 22 Q. 1 1/2 inch? 23 A. Yes. 24 Q. So an inlet would be 1 1/2 inches? 25 A. And the discharge would be two inches.	Page 144 1 the finish kitchen, which they make their recipes up for 2 the finish that goes on the fiber. Most of it is water 3 though, but the oil is added to it. That's what made the 4 finishes. 5 Q. Any other applications for Ingersoll-Rand pumps 6 that you recall? 7 A. Then water pumps. 8 Q. Anything else? 9 A. That's all I can think of right now. 10 Q. Okay. You said the finish kitchen? 11 A. Yes, that's what they called it. 12 Q. Okay. And -- go ahead. 13 A. What that was, they would have big tanks up 14 there where they put the water in, and then you would add 15 your oil. Then they had a mixer hooked up to it. It 16 would mix it up. Then whenever they needed it 17 downstairs, all they had to do was open a valve up and 18 pump it downstairs. 19 Q. It was finish. Why was it called finish 20 kitchen? 21 A. That's just what they called it. 22 Q. So this was something that was applied to some 23 fiber or something like that? 24 A. Well, you used that finish to put on the fiber. 25 Q. Okay.

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Page 145 1 A. That's what it was made for. 2 Q. Okay. 3 A. And you would have different recipes for 4 different lines. 5 Q. Okay. What was the temperature of the -- this 6 mixture that was used for finishing? 7 A. I don't know that. The production people took 8 care of that. 9 Q. Okay. 10 A. It was warm. I know that. 11 Q. It was warm? 12 A. Yes. 13 Q. You don't know if it was hot or anything like 14 that? 15 A. It wasn't hot. 16 Q. Okay. 17 A. You could lay your hand on the tank or the 18 vessel itself -- 19 Q. Okay. 20 A. -- where they mixed it. 21 Q. Okay. Do you know what any of the chemicals 22 were that were used in the finish? 23 A. No, I don't. 24 DEFENSE: Object to form. 25 BY MR. ROGERS:	Page 147 1 the cooling water pumps in your mind? 2 A. They were different. 3 Q. They were different. Okay. 4 A. Right. 5 Q. Was one bigger than the other? 6 A. Yes. 7 Q. Which one was bigger? 8 A. The cooling, the water pumps. 9 Q. How big were they? If you could, just give me 10 your best estimate of how big they were, those cooling 11 water pumps. 12 A. I would say 8 inches. 13 Q. I'm sorry? 14 A. 8 inches. 15 Q. 8 inches? 16 A. You're talking about diameter of it? 17 Q. Sure. Yeah, we can talk about that first. 18 A. Yeah. 19 Q. So the outlet was 8 inches? 20 A. Oh, no. No. No. Muh-uh. 21 Q. Okay. 22 A. About 4 inches. 23 Q. Okay. So the outlet was 4 inches. The housing 24 itself was about 8 inches? 25 A. 4 x 6.
Page 146 1 Q. Okay. And you also mentioned some water pumps 2 -- 3 A. Yes. 4 Q. -- that you recall were Ingersoll-Rand? 5 A. Right. 6 Q. Were they supplying just water for the process? 7 A. They were -- excuse me. They were supplying 8 water going to the condensers -- 9 Q. Okay. 10 A. -- that we were talking about earlier. 11 Q. Okay. Cooling water? 12 A. Cooling water. 13 Q. Okay. So was this water very cold? 14 A. It was chilled. 15 Q. Because the condenser required some pretty cold 16 water -- 17 A. Right. 18 Q. -- to condense the steam. Right? 19 A. Right. 20 Q. Okay. Do you know the temperature? 21 A. No, I don't. 22 Q. Just that it was cold? 23 A. No. 24 Q. Okay. Was there any difference between the 25 Ingersoll-Rand pumps used in the finish kitchen versus	Page 148 1 Q. And what was 6 inches? Is that the inlet? 2 A. It would be the suction side of it. 3 Q. Okay. The suction side -- 4 A. Yeah. 5 Q. -- was 6 inches? 6 A. Right. 7 Q. Discharge was 4 inches? 8 A. Yes. 9 Q. Okay. Can you tell me anything about the 10 pressure that these pumps operated at, or did the 11 pressure rise? 12 A. No, I couldn't. 13 Q. Okay. You don't know if they were multistage or 14 anything like that? 15 A. No. 16 Q. Okay. So would the -- we were talking about the 17 pumps in the finish kitchen, that they would just -- when 18 they needed that finish mixture, they would just open the 19 valve and get what they needed? 20 Q. So would the -- 21 A. Yes. They would start the pump up to pump it 22 down there. 23 Q. Okay. So they would have to start the pump up? 24 A. Yes. 25 Q. So these pumps weren't operating all the time?

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1 A. No.
2 Q. Okay. Any idea how often they -- those pumps
3 operated? Was it --
4 A. No, I don't. The operators would know that.
5 Q. Okay.
6 A. We didn't take care of that portion of it.
7 Q. Okay. Because they didn't operate constantly,
8 would they need to be maintained as often as a pump that
9 operated constantly?
10 A. Well, about the only time we would, you know, we
11 would have a -- about once a year have an inspection
12 going through there, and the ones that's leaking, you
13 know, we would replace them.
14 Q. Okay. So you would just inspect them, and if
15 they needed repairs, you would repair them?
16 A. Right.
17 Q. Okay.
18 A. And if they had a particular line down,
19 production line, they would shut some of the vats off,
20 and then, you know, you could do your maintenance work on
21 them if need be.
22 Q. Okay. The cooling water pumps we talked about,
23 those operated constantly?
24 A. Yes.
25 Q. Okay.

1 BY MR. ROGERS:
2 Q. Four.
3 Did you also see Mr. Seay do some repair
4 work or rebuilding on the Ingersoll-Rand pumps?
5 A. Yes.
6 Q. Okay. Would that involve repacking?
7 A. Yes. And maybe an impeller.
8 Q. Maybe an impeller?
9 A. If something, you know, got in the system.
10 Q. Okay. If you're going to look at the impeller,
11 do you have to -- you have to take apart the housing of
12 the pump. Right?
13 A. Have to take the bonnet off of it.
14 Q. Okay. There would be a gasket around the
15 bonnet?
16 A. Right, or an O-ring, which you very seldom seen
17 that.
18 Q. I'm sorry. Can you repeat that?
19 A. Or an O-ring, which you very seldom see that.
20 Q. Okay. Do you recall one way or the other? Did
21 the Ingersoll-Rand pumps have an O-ring or a gasket?
22 A. Gasket.
23 Q. Okay. When you would repair an Ingersoll-Rand
24 pump, did you get a repair kit, or was there a different
25 way of doing it for those pumps?

1 A. Yeah.
2 Q. Okay. You mentioned that you recall several
3 times Mr. Seay working on these Ingersoll-Rand pumps.
4 Did he work on both the pumps in the finish kitchen and
5 the water pumps?
6 A. Yes.
7 Q. Okay. Was some of that work just taking it out
8 of the line and replacing it with another one?
9 A. Sometimes you could do that, but we didn't have
10 many spares.
11 Q. Okay. So when you didn't have a spare, what
12 would you do?
13 A. Take the pump out, carry it to the shop and
14 repair it.
15 Q. And get it back on line as soon as you could?
16 A. Yes.
17 Q. Okay. Do you know how many Ingersoll-Rand pumps
18 were in the finish kitchen?
19 MR. PAUL: Object to form.
20 A. Don't know that.
21 BY MR. ROGERS:
22 Q. Okay. Do you know how many Ingersoll-Rand pumps
23 were used for the cooling water?
24 MR. PAUL: Object to form.
25 A. There was probably about four.

1 A. Well, when we first started we always cut them.
2 Q. Okay.
3 A. But later on we got repair kits for them. We
4 set them up in the supply room, --
5 Q. Okay.
6 A. -- and we had repair kits for the pump, a
7 particular model.
8 Q. I'm sorry if you already said this. Do you
9 recall when, what year, that was that you started getting
10 the repair kits?
11 A. Huh-uh. I couldn't tell you that.
12 Q. Okay. Was it while you were working with Mr.
13 Seay?
14 A. Yes.
15 Q. Okay. Do you know what the composition of the
16 gasket material that was used on the Ingersoll-Rand pumps
17 was?
18 MR. PAUL: Object to form.
19 A. No, I don't.
20 BY MR. ROGERS:
21 Q. Okay.
22 A. I wouldn't have no way of knowing that unless I
23 called the factory, you know, asked them.
24 Q. Okay. Do you -- do you know that it was
25 asbestos containing?

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1 A. I don't know what it was.
2 Q. Okay.
3 A. Most of the time it was Ingersoll-Rands. They
4 had a small gasket on them. And if there isn't any
5 writing on it or you're not an expert, you don't know
6 what it is.
7 Q. Okay. And as far as the packing that was used
8 on the Ingersoll-Rand pumps, do you recall anything
9 different about those, other than what you've talked
10 about already?
11 A. No.
12 Q. Just regular packing?
13 A. Yes.
14 Q. Would packing for these pumps that were I think
15 you said the finish kitchen, they was pumping something
16 warm, but it wasn't as hot as steam. Right?
17 A. Right.
18 Q. Would a different packing be used on something
19 that was lower temperature versus something that was --
20 had steam going through it?
21 MR. PAUL: Object to form.
22 A. I would say so, yes.
23 BY MR. ROGERS:
24 Q. Okay. But you don't know what the composition
25 of the packing was that was used on Ingersoll-Rand pumps.

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1 Is that right?
2 MR. PAUL: Object to form.
3 A. No, I don't.
4 BY MR. ROGERS:
5 Q. Okay. I would like to talk with you about the
6 replacement kits you mentioned. Do you recall seeing a
7 replacement kit from Ingersoll-Rand?
8 A. Yes.
9 Q. Was it -- did it come in a box or in a bag?
10 What do you recall about it?
11 A. Come in a box.
12 Q. Okay. Like a brown cardboard box?
13 A. More like a gray colored box.
14 Q. Okay. Did the box have any writing on it?
15 A. (The witness nodded affirmatively.)
16 Q. What did it have written on it?
17 A. Ingersoll-Rand.
18 Q. Okay. Do you recall anything about the writing
19 itself?
20 A. No.
21 Q. Okay. Do you recall any other writing on the
22 box, other than the name?
23 A. No.
24 Q. Okay. Was it labelled with the model number of
25 the pump it was used for or anything like that?

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1 A. Well, it would have been.
2 Q. So it could be identified?
3 A. Yes.
4 Q. Okay. And what was inside that replacement kit?
5 A. Packing.
6 Q. Packing?
7 A. You had three to four pieces of packing --
8 Q. Okay.
9 A. -- and maybe an oil seal or something, you know,
10 in some of them.
11 Q. Okay. Was the packing already cut into the
12 right size pieces?
13 A. Yes.
14 Q. Okay. Were any of the Ingersoll-Rand pumps you
15 -- that we've talked about, were any of them insulated
16 that you recall?
17 A. No.
18 Q. Because they were lower temperature?
19 A. Right.
20 Q. Okay. When you or Mr. Seay would work on an
21 Ingersoll-Rand pump, was there any way to tell how many
22 times it had been maintained or repaired before you were
23 working on it?
24 A. If the supervisor didn't keep a record on it, as
25 far as the mechanic, you didn't know.

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1 Q. Did he keep records that you know of?
2 A. No, I don't know that.
3 Q. Okay.
4 A. I wasn't a supervisor there.
5 Q. That wasn't really your concern?
6 A. No.
7 Q. You were just fixing whatever needed fixing?
8 A. Correct.
9 Q. Okay. You don't recall the Ingersoll-Rand pumps
10 ever using mechanical seals; do you?
11 A. No.
12 Q. Okay. When -- as I've heard from other people,
13 when you're packing a pump, you have a little bit of
14 leakage. You don't want to pack it so tight that there's
15 no leakage. You want to have a little bit of leakage to
16 lubricate the packing. Is that right?
17 A. That's right.
18 Q. Okay. So the packing, at least while the pump
19 is operating, would be damp or moist. Is that right?
20 A. Yes.
21 Q. Okay. So when you would go to clean the packing
22 out of -- certainly pumps that are pumping water, they
23 would usually be damp when you cleaned it out. Right?
24 A. Yes.
25 Q. Okay. Sir, I may have a few more questions for

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RoA_2397

1 you, but I'm going to look through my notes, but I think
2 I'm done for right now, but I really appreciate your
3 time.
4 A. All right. Thank you.
5 Q. Thank you.
6 MR. MERIWETHER: I can go if nobody else
7 is. Is that a good place to hang that mic?
8 THE VIDEOGRAPHER: You're good.
9 MR. MERIWETHER: Good. All right.
10 CROSS EXAMINATION BY MR. MERIWETHER:
11 Q. All right, sir.
12 A. Hey.
13 Q. My turn to talk or I guess my turn to ask
14 questions and listen to you talk. So let me just clear
15 up a few things that I had put little question marks by
16 probably because I can't write fast enough.
17 THE COURT REPORTER: Would you introduce
18 yourself for me?
19 MR. MERIWETHER: I can.
20 BY MR. MERIWETHER:
21 Q. I'm Robert Meriwether, and I should have told
22 you that up front because you already told me your name.
23 So howdy.
24 A. Nice meeting you.
25 Q. It's my pleasure.

1 All right, sir. Among other things, you've
2 said a couple of times that there were no repair kits
3 from manufacturers early on, and I was trying to figure
4 out when early on quit.
5 When did you start seeing repair kits?
6 A. Well, like from say '71 up to probably '74,
7 along in there, --
8 Q. Yes.
9 A. -- we cut our own material.
10 Q. You had your own packing and own gaskets?
11 A. Yes.
12 Q. Right.
13 And then you think maybe after you quit
14 working with Mr. Seay and became a supervisor you started
15 seeing repair kits?
16 A. Correct.
17 MR. PAUL: Object to form.
18 A. Yes.
19 BY MR. MERIWETHER:
20 Q. Okay. But that's right?
21 A. (The witness nodded affirmatively.)
22 Q. Okay. So during the time that you were working
23 with Mr. Seay, if he was working on a valve or a pump or
24 something, he would have been using whatever gasket and
25 packing materials Hoechst Celanese had bought and put in

1 the store room. Right?
2 MR. PAUL: Object to form.
3 A. Right.
4 BY MR. MERIWETHER:
5 Q. Okay. So you mentioned that on -- when we were
6 talking about valves or when you were talking with Mr.
7 Seay's attorney about valves, you mentioned that on
8 Dowtherm lines you thought they might replace the packing
9 every year. Was that on the valves on those lines?
10 A. Yes.
11 Q. Okay. Other lines that didn't have Dowtherm,
12 packing got replaced less often?
13 A. Well, you replaced all the packing in the valves
14 that were heated by Dowtherm --
15 Q. Right.
16 A. -- on the vent system mostly, because you would
17 routinely -- each day you would go up there and vent the
18 vapors off of it. Just like a supply valve, you wouldn't
19 pack it but maybe during a shutdown if it was leaking by.
20 Q. So really it could be a couple of years before
21 you replaced the packing in that kind of valve?
22 A. Correct, on the supply.
23 Q. Sure.
24 Now, you mentioned three kinds of valves
25 when you were talking with Mr. Seay's attorney. Powell

1 and Crane and Klingner I think were the ones that came to
2 your mind.
3 A. Yes.
4 Q. Do you have any idea whether one of them was
5 used more often than another?
6 A. No. No, I couldn't.
7 Q. Can you remember in particular seeing Mr. Seay
8 work on any one of those valves?
9 A. Yes.
10 Q. Which ones, if any?
11 A. The Powell.
12 Q. You remember seeing him work on a Powell?
13 A. Yes.
14 Q. The other two, were they just valves that were
15 there on-site?
16 MR. PAUL: Object to form.
17 A. The Klingners, they were German valves.
18 BY MR. MERIWETHER:
19 Q. Yes, sir.
20 A. They shipped them over here from Germany.
21 Q. But I'm saying in terms of whether or not you
22 saw Mr Seay working on one, you said you did see him
23 working on a Powell.
24 Are the other two valves, the Crane and the
25 Klingner, are they just valves that were at the Celanese

Page 161 1 or the Hoechst site and he might have worked on them? 2 MR. PAUL: Object to form. 3 A. Well, now, I know he worked on the Klinger 4 valves. 5 BY MR. MERIWETHER: 6 Q. Okay. All right. So we know that one, too. 7 How about Crane? 8 A. I don't know about that one. 9 Q. Okay. That's fine. It's just one you remember 10 seeing? 11 A. Right. 12 Q. Okay. So in terms of the repair of valves, we 13 talked about there being like a pump shop where you would 14 go and break down the pump, and I'm sure you could do 15 everything from remachine the impeller to everything else 16 if you had to. 17 A. Right. Yes. 18 Q. So was there a valve shop, too? 19 A. Yes. Valve and, you know, pumps, because there 20 wouldn't always be enough valves for, you know, for 21 Dennis or whoever was in there to rebuild. 22 Q. Right. 23 A. So he could rebuild pumps when he wasn't 24 rebuilding the valves, unless they came in with an 25 emergency.	Page 163 1 A. I meant to say John Crane. 2 BY MR. MERIWETHER: 3 Q. Oh, okay. 4 Okay. Do you remember some Johns-Manville 5 gasketing as well? 6 A. No. 7 Q. Okay. 8 A. See, John-Manville was an adjoining company on 9 that same plant site. I just got it mixed up whenever I 10 said John-Manville. 11 Q. Interesting. 12 So Johns-Manville was on-site? They had a 13 separate facility right there? 14 A. Yes. 15 Q. What were they making? 16 A. They were making spun bun is what they called 17 it. It was a fiber that went underneath the asphalt -- 18 Q. Huh. 19 A. -- and on the roofs of buildings. It was a 20 roofing material. 21 Q. But you could drive on it, too? 22 A. Yeah. Well, what you would do, you would put 23 that down before you put the asphalt. 24 Q. Oh, prevent potholes? 25 A. Right.
Page 162 1 Q. Got it. So -- 2 A. It was a combination of pump and valves. 3 Q. Same shop? 4 A. Same shop. 5 Q. Got it. Got it. Got it. It's not like two 6 separate things. 7 A. In some areas. It wasn't that way in every 8 area. 9 Q. Oh, okay. Some places had their own separate 10 valve shop and their own separate pump shop? 11 A. Right. 12 Q. But in what is it, staple A spinning; -- 13 A. Right. 14 Q. -- you had a unified shop that repaired both? 15 A. Correct. 16 Q. Okay. One of the things that you mentioned I 17 believe that you said you saw printed on a piece of sheet 18 packing, you know, sheet gasket material -- some people 19 call it sheet packing, sheet gasket material. We're 20 talking about a flat sheet that you cut a gasket out of? 21 A. Right. 22 Q. One of the things that you said you saw printed 23 on there was Johns-Manville. Is that right? 24 A. Yes. 25 MR. PAUL: Object to form.	Page 164 1 Q. Got it. 2 Was there ever any interaction between the 3 Johns-Manville facility and the Hoechst facility? 4 DEFENSE: Object to form. 5 A. Not to my knowledge. 6 BY MR. MERIWETHER: 7 Q. You-all didn't go over there and hang out or -- 8 A. No. 9 Q. Okay. Did you ever see a repair kit from the 10 manufacturer for a Crane valve? 11 A. No, I didn't. 12 Q. Do you have any idea out there what the Crane 13 valves would have been used in, what systems? Do you 14 remember very many of them? 15 A. Well, now, the Powell, it was used on Dowtherm. 16 Q. Okay. 17 A. And I know the Klinger was used on the Dowtherm. 18 Q. Okay. But the Cranes is just not ringing a 19 bell? 20 A. No. 21 Q. Okay. That's fine. 22 In terms of the insulation that was used 23 out there to hold heat in on pipes and systems in 24 general, you talked about removing what you called the 25 removables from a pump or a valve. Right?

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1 A. Right.
2 Q. And this is just something that's fabricated by
3 the insulation workers. Some of them called them coxies,
4 like your old grandma's tea cosy. But they called them
5 a cosy or a removable, and basically you would unlace
6 that and it came off all of a piece. When you took it
7 off the valve or the pump, you set it aside. Right?
8 A. Right.
9 MR. PAUL: Object to form.
10 BY MR. MERIWETHER:
11 Q. And then you would put it back on and wire it
12 back on. Right?
13 A. Right.
14 Q. Some of them laced. Some of them wired.
15 A. Then you might have some removables that are
16 solid, you know. They wouldn't be flexible like you're
17 talking about.
18 Q. Oh, understood.
19 A. You would remove them so you could get to the
20 flanges.
21 Q. And those might be cut out of a hard material
22 and then put together so you could just lift it off?
23 A. Yes.
24 Q. And that was so that you could remove the
25 external insulation from a valve or a pump without

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1 Q. And then you put the packing nut on, screw it
2 down, and its tight again. It seals. Right?
3 A. Right.
4 Q. And then after it's been tightened all the way
5 down once and then taken off and new packing put in, and
6 it's been tightened down some more, finally it gets to
7 the point where you have to pull out the old packing and
8 start from scratch. Right?
9 A. Right.
10 Q. And in the old days up until about '74, was it,
11 '75, up until about '75 when you-all quit working
12 together, in the old days you would go to the store room
13 and you would get packing off of one of these spools.
14 Right?
15 MR. PAUL: Object to form.
16 A. Yes.
17 BY MR. MERIWETHER:
18 Q. And then you would snip a piece and put it in
19 there. Right?
20 A. Right.
21 Q. Okay. And then at some point for some
22 equipment, you began to get pre-packaged repair kits from
23 the manufacturer. Right?
24 A. Right.
25 Q. But you just don't remember seeing those for

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1 disturbing it so you could put it back on and reuse it?
2 A. Yes.
3 Q. Makes sense.
4 You plan for the fact that you're going to
5 have to get into that pump or valve?
6 A. Right.
7 MR. PAUL: Object to form.
8 BY MR. MERIWETHER:
9 Q. Now, when we were talking with Mr. Seay last
10 year I guess it was, he was talking about working on
11 valves, and I know that you said that you were here to
12 support what Mr. Seay said. So let me just ask you if
13 this fits with your memory.
14 MR. PAUL: Object to form.
15 BY MR. MERIWETHER:
16 Q. When you're working on a valve sometimes you
17 just -- literally all you have to do is tighten down the
18 packing gland; right, --
19 A. Yes.
20 Q. -- and it quits leaking?
21 And then at some point you've tightened it
22 down as far as you can. So you might take the nut off
23 the packing gland and put in an additional little circle
24 of packing. Right?
25 A. Right.

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1 Crane valves?
2 A. No.
3 Q. Okay. You were asked about a number of
4 different kinds of gasketing material by Mr. Seay's
5 attorney. You talked about Teflon gaskets. Right?
6 A. Right.
7 Q. Silicones, which is I guess like a synthetic
8 rubber. Silicone gaskets; right?
9 A. Yes.
10 Q. And on water lines and things, did you-all ever
11 use just plain old red or black rubber gaskets?
12 A. We used them on water lines. That Teflon, we
13 used it in the finish kitchen over there.
14 Q. Right.
15 Did there ever come a time in your work out
16 there as a maintenance supervisor that they started using
17 nonasbestos gaskets and packing?
18 A. Yes, they did, gaskets especially.
19 Q. Right.
20 And so they just ordered different kinds of
21 gasketing material. Right?
22 A. Well, the ones I was speaking of was what they
23 called flexitallic, already -- it's a metal ring.
24 Q. Yes, sir. I know about those.
25 A. You do?

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RoA_2400

1 Q. Yes, sir. Its a got a spiral --
2 A. Its got a spiral in the center of it.
3 Q. Right.
4 A. And if its Dowtherm, you used it on Dowtherm.
5 Q. Sure.
6 A. But it was easy to just drop in the flanges and
7 tighten it down.
8 Q. Sure.
9 A. Plus, when you go to clean the pump up or the
10 valve up, you don't have no asbestos or gasket material
11 stuck to the flanges.
12 Q. Sure.
13 And when Hoechst Celanese began to move
14 away from using asbestos gasket material and used other
15 kinds of gasket material, did they change out the pump or
16 the valve, or was it just a matter of saying the same
17 pump, same valve, different kind of gasket material?
18 A. I don't understand what you're speaking of.
19 Q. Okay. What I'm saying is, that if -- let's just
20 take it point by point, because I can be clearer if I try
21 I think.
22 If you get to a point in your career at
23 Hoechst Celanese and they begin to phase out the asbestos
24 gaskets and use other kinds, are you with me so far?
25 A. Right.

1 Q. And when they do that, do they have to throw
2 away the whole pump or the whole valve that those gaskets
3 went on, or do you just switch out the gaskets and use
4 the same old pump and valve?
5 A. Use the same pump.
6 Q. Right.
7 The same valve?
8 A. Same valve.
9 Q. And it's just a matter of switching out the
10 material, --
11 A. Right.
12 Q. -- the gasket material?
13 A. Yes.
14 Q. Got it. Got it. Got it. That's what I
15 thought.
16 We talked a little bit about you-all used
17 some just rubber gaskets with the water lines. Do you
18 remember a slightly stronger kind of gasket? It's a
19 rubber gasket. It's got cotton cloth in the middle of
20 it, cotton duct I think. You know, you can look at -- on
21 the edge, edge on you can see the little piece of cloth
22 in the middle of the two pieces of rubber. If you
23 remember, that's great.
24 A. No, I don't remember nothing that.
25 Q. That's fine. They may not have used them.

1 We talked about Teflon gaskets. You
2 remember cork gaskets on some things?
3 A. No, they didn't use no cork that I know of.
4 Q. That's fine. Not on any of your machines?
5 A. Right.
6 Q. Good enough.
7 And do you remember some gaskets that were
8 metal, but they were kind of wavy corrugated?
9 A. Yes.
10 Q. And sort of you put them in there and the
11 corrugation would squash down and seal?
12 A. Yes, we used them.
13 Q. And that's just a plain piece of metal?
14 A. Plain piece of metal.
15 Q. And those were -- do you remember seeing
16 corrugated metal gaskets for some valve bonnets?
17 A. No, I don't.
18 Q. That's fine.
19 Where do you remember seeing them?
20 A. I've seen some flexitallic on some valves --
21 Q. Okay.
22 A. -- on the bonnet itself.
23 Q. Okay. So bonnet gaskets you've seen some
24 flexitallics.
25 A. Yes.

1 Q. And when you take out and replace a flexitallic
2 gasket, there's no dust; is there?
3 A. No.
4 Q. Okay. And you remembered the expensive silver
5 gaskets, right? The silver you talked about?
6 A. Oh, yeah. Yeah. Yeah.
7 Q. They just cost more?
8 A. Industrial silver is what they called them.
9 Q. And just some plain old copper gaskets probably?
10 A. Maybe a couple of times is all, --
11 Q. Sure.
12 A. -- because they didn't use copper much.
13 Q. Okay. Did there come a time when Hoechst, the
14 Hoechst facility, whoever owned it, quit using asbestos
15 pipe covering and insulation?
16 DEFENSE: Object to form.
17 A. You say did they --
18 BY MR. MERIWETHER:
19 Q. Did there come a time when they quit using it?
20 DEFENSE: Object to form.
21 A. Yes.
22 BY MR. MERIWETHER:
23 Q. And was that before or after you think they
24 moved away from asbestos gaskets?
25 DEFENSE: Object to form.

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1 A. I believe it was afterwards.
2 BY MR. MERIWETHER:
3 Q. Okay. All right, sir. I believe that's all
4 I've got. Thanks for your patience. If I remember
5 anything, I'll chime in later.
6 A. Okay. Thank you.
7 Q. Thank you.
8 MR. THOENSEN: I can go next, but can we
9 take five minutes?
10 MR. PAUL: Yeah, of course.
11 THE VIDEOGRAPHER: We're off the video
12 record at 2:05:30.
13 (A break was taken.)
14 THE VIDEOGRAPHER: We are back on the video
15 record at 2:13:02.
16 CROSS EXAMINATION BY MR. THOENSEN:
17 Q. Mr. Thompson, my name is Joe Thoenen. I'm a
18 lawyer. I'm from Columbia, and it's nice to meet you
19 today.
20 A. Nice meeting you.
21 Q. I want to ask you before I get into my client's
22 specific questions, as far as you know, do you have any
23 kind of asbestos related disease yourself?
24 A. I don't believe -- well, it's not asbestos at
25 this time. It's in the first phases.

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1 Q. Okay.
2 A. I've got pulmonary respirator disease.
3 Q. Pulmonary respirator disease? Respiratory
4 disease?
5 A. Respiratory disease.
6 Q. Okay. And when were you diagnosed with that
7 condition?
8 A. Oh, it's probably been six years ago.
9 Q. And I think you said a moment ago it's not
10 asbestos at this time. Is that what you said?
11 A. Yes.
12 Q. What do you mean by that?
13 MR. PAUL: Object to form.
14 A. Well, that's what they told me.
15 BY MR. THOENSEN:
16 Q. That's what your doctors told you?
17 A. Yes.
18 Q. Did your doctors suggest to you that it could be
19 asbestos related?
20 A. Yes, they did.
21 Q. Okay. Have you filed any kind of claims or any
22 lawsuits at all that would relate to asbestos and your
23 respiratory condition?
24 MR. PAUL: Object to form.
25 A. Yes.

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1 BY MR. THOENSEN:
2 Q. You have. Okay.
3 A. Yes.
4 Q. Can you tell me about that? What have you done?
5 What have you filed?
6 A. I filed --
7 Q. What did you file?
8 A. What do you mean by what did I file?
9 Q. Well, in other words, Mr. Seay has filed a
10 lawsuit, and he's represented by counsel. Have you done
11 the same thing? Have you hired a lawyer and filed a
12 lawsuit?
13 A. Yes, I have.
14 Q. You have.
15 Okay. Who is your lawyer?
16 A. Wallace & Graham.
17 Q. Okay. And, to your understanding, have you
18 filed a lawsuit, or have you filed a worker's
19 compensation claim?
20 A. A lawsuit.
21 Q. You filed a lawsuit. Okay. When was that
22 lawsuit filed, do you know?
23 A. No, I don't.
24 Q. All right. Was that lawsuit filed in South
25 Carolina or North Carolina?

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1 A. Salisbury.
2 Q. In Salisbury. Okay.
3 MR. THOENSEN: Kevin, I think we had this
4 issue with a witness earlier this week. We just
5 want to be careful that his attorneys know that
6 he's here today and giving this testimony. Have
7 you had any contact with them?
8 MR. PAUL: I believe Jessica Dean has, but I
9 think to be on the safe side, if you want to ask
10 about specific issues that deal with his
11 separate related lawsuit that we could reconvene
12 at a later time to be on the safe side.
13 MR. THOENSEN: Well, I guess -- I think
14 everyone in the room would like some assurance
15 that he is here with the knowledge and
16 with the consent of his lawyers. Do we have
17 that?
18 MR. PAUL: Well, you know, Jessica Dean set
19 up these depositions. I know that we ran into the
20 same issue with the deposition on Thursday, and
21 I think that was covered.
22 MR. THOENSEN: Okay.
23 MR. PAUL: So whether they're on the phone
24 or not, I don't know.
25 MR. THOENSEN: Okay.

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RoA_2402

1 MR. PAUL: But I do believe that, if you're
2 going to talk about his case specific separate
3 related lawsuit questions, we'll put him
4 back up again. If they do want -- I don't think
5 that they were informed that he was going to be
6 talking about his own private lawsuit, because
7 he's here in the capacity as a coworker that
8 worked with Mr. Seay. So if we're going to go
9 down that road, I'm happy to put the witness
10 back up again as far as it's completely
11 irrelevant to this case.
12 MR. THOMSEN: Can we go off the record
13 just for a minute?
14 MR. PAUL: Yeah.
15 MR. THOMSEN: Okay.
16 THE VIDEOGRAPHER: We're off the video
17 record at 2:17:10.
18 (Discussion held off the record.)
19 (A break was taken.)
20 THE VIDEOGRAPHER: We are back on the video
21 record at 2:22:57.
22 BY MR. THOMSEN:
23 Q. Mr. Thompson, we just took a short break. Are
24 you ready to continue?
25 A. Yes, sir.

1 part of the plant?
2 A. No.
3 Q. All right. The Powell valves you recall seeing
4 on the Dowtherm system, do you have a recollection as to
5 the size of those valves?
6 A. They're about 2 inch valves.
7 Q. Okay. And those valves would be manually
8 operated. They weren't control valves or automated
9 valves. Right?
10 A. They were manually operated.
11 Q. Okay. Do you have a recollection as to what
12 those 2 inch Powell valves were made out of?
13 A. Well, the housing of the valve was cast iron.
14 Q. Cast iron?
15 A. Yes.
16 Q. Okay. And, to your recollection, if you are
17 looking at a 2 inch cast iron valve, how do you know it's
18 a Powell valve?
19 A. It was on the side of the valve.
20 Q. Okay. And what was it specifically that was on
21 the side of the valve?
22 A. It said Powell.
23 Q. Okay. Did it say anything else or have any
24 other types of logos or pictures or anything like that?
25 A. No.

1 Q. Very good.
2 A little while ago we all took a lunch
3 break, and I wanted to ask you, during our lunch break
4 did you meet and have any conversations with Mr. Seay's
5 lawyer?
6 A. No.
7 Q. You did not. Okay. Very good.
8 A. You're talking about -- Mr. Seay's lawyer,
9 you're talking about --
10 MR. PAUL: Me.
11 A. Yeah. Yeah, we went over to the Hampton Inn.
12 BY MR. THOMSEN:
13 Q. Okay. What did you--all talk about during the
14 lunch break?
15 A. Talked about my daughter and my son.
16 Q. Okay. Anything else?
17 A. No.
18 Q. All right. As I understand your testimony, you
19 recall seeing Powell valves in the Celanese Spartanburg
20 plant. Correct?
21 A. Right.
22 Q. And I understood you to say that there were
23 Powell valves on the Dowtherm system. Is that right?
24 A. Right.
25 Q. Do you recall seeing Powell valves in any other

1 Q. All right. Let me just do it this way. My best
2 guess based on what you've told me so far is that these
3 were gate valves. Were these gate valves?
4 A. Right, gate valves.
5 Q. Okay. And your testimony was that the valves on
6 that Dowtherm system would be cleaned and maybe repacked
7 about once a year. Is that right?
8 A. About once every year and a half.
9 Q. Once every year and a half. Okay.
10 A. When we had a shutdown. Some of the shutdowns,
11 they would go a year and a half without shutting the
12 machine down.
13 Q. And once every year and a half or thereabouts
14 when the valves on the Dowtherm system would be checked
15 or cleaned, there are a number of different things that
16 might need to be done to the valves. Right?
17 A. Uh-huh.
18 Q. I mean, it's possible that they're in pretty
19 good shape, but they just need to be tightened down?
20 A. Tightened down or, you know -- and if you have a
21 Dowtherm leak, you would have to put a gasket or either
22 packing on the bonnet itself.
23 Q. Okay. So you may just have to tighten down the
24 packing. You may have to replace the packing.
25 When you're talking about replacing a

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1 gasket, where is that gasket you're talking about?
 2 A. Right underneath the bonnet.
 3 Q. Okay. You may have to replace a bonnet gasket.
 4 Is that right?
 5 A. Yes.
 6 Q. Is it possible that -- when these Powell valves
 7 on the Dowtherm system are being checked, is it possible
 8 that you would encounter one and decide that this valve
 9 just needs to be taken out and we need to put a new one
 10 in here? Did that ever happen?
 11 A. Yes.
 12 Q. It did. Okay.
 13 And you would agree with me that when
 14 you're taking a valve out of the system and you're
 15 putting a new valve in the system, you're not having
 16 anything to do with any packing or bonnet gaskets; right?
 17 A. Right.
 18 Q. Okay.
 19 A. Now, we come in contact with the gaskets on the
 20 flanges.
 21 Q. And now you're talking about flange gaskets?
 22 A. Right.
 23 Q. Okay. Did you ever see Mr. Seay working with a
 24 Powell valve?
 25 A. On one pump, yes, because he and I were working

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1 Q. You were.
 2 Did you and Mr. Seay have anything to do
 3 with repairing that valve that had been taken out?
 4 A. No.
 5 Q. Okay.
 6 A. The only thing we done was carry it to the
 7 machine shop. So if the gate on it was scarred up that
 8 they could lap it or machine it, and they normally
 9 rebuilt it.
 10 Q. All right. And did you and Mr. Seay take a -- I
 11 guess a backup, a replacement valve and put it in, or did
 12 you wait for that valve to be repaired and come back to
 13 you?
 14 A. If it was a shutdown, most likely. Or we did.
 15 I'll put it that way. We carried it up to the machine
 16 shop because we had a time period there of generally 7 to
 17 10 days shutdown. But if it was just for a one day
 18 shutdown, --
 19 Q. Right.
 20 A. -- we would pull it out and put another valve in
 21 it.
 22 Q. On this occasion you're describing for me, do
 23 you recall what the circumstances were?
 24 A. No, I don't.
 25 Q. You don't know. Okay.

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1 together.
 2 Q. Okay. You just said "on one pump". You mean on
 3 one valve?
 4 A. I mean on one valve.
 5 Q. Okay. Do you remember when this occurred?
 6 A. No.
 7 Q. No.
 8 Okay. Probably -- well, it would have had
 9 to be some time between '72 to '73; right?
 10 A. '73 to '75.
 11 Q. '73 to '75. Okay.
 12 This occasion that you're describing where
 13 you witnessed Mr. Seay working on a Powell valve, what
 14 was being done to that valve?
 15 A. We was taking it out because it was leaking by.
 16 We was going to take it out and put another valve in.
 17 Then the old one we took out we was going to send to the
 18 machine shop if it could be repaired.
 19 Q. Okay. And so on that particular occasion, were
 20 you present and assisting Mr. Seay with taking the valve
 21 out?
 22 A. Yes.
 23 Q. Were you also present and assisting him with
 24 putting the new valve in?
 25 A. Yes.

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1 And so at least as to that one occasion
 2 that we're talking about now that you recall, you and Mr.
 3 Seay wouldn't have had anything to do with the bonnet
 4 gasket or the packing in that valve. Is that right?
 5 A. On that particular valve, right.
 6 Q. Okay. Do you recall any other Powell valves in
 7 the plant, other than 2 inch cast iron valves on the
 8 Dowtherm system?
 9 A. Well, they had some inch and a half supply
 10 valves, too.
 11 Q. Was that also associated with the Dowtherm
 12 system?
 13 A. Yes.
 14 Q. Okay. You don't understand Powell to be a
 15 manufacturer of gasket material; do you?
 16 A. No.
 17 Q. And you also don't understand Powell to be a
 18 manufacturer of packing material; do you?
 19 A. No.
 20 Q. And you don't understand Powell to be a
 21 manufacturer of any insulation material; do you?
 22 A. No.
 23 Q. You understand Powell to manufacture valves.
 24 Correct?
 25 A. Correct.

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1 Q. And a valve is a piece of metal; isn't it?
2 A. Right.
3 Q. Okay. Do you believe that you ever saw any
4 manuals or diagrams or any other written materials that
5 you think came from Powell?
6 A. No, we didn't.
7 Q. All right. Do you believe that you ever had any
8 kind of contact or interaction with a representative from
9 the William Powell Company?
10 A. No.
11 Q. All right. I believe that's all I have for you,
12 sir. Thank you.
13 A. Thank you.
14 MR. PAUL: Is that it, guys? Anyone else?
15 I'll just do quick --
16 DEFENSE: Phone, ask them.
17 MR. PAUL: I already did. They all said
18 none.
19 REDIRECT EXAMINATION BY MR. PAUL:
20 Q. Hey, Mr. Thompson. We're going to get out of
21 here pretty soon. I just wanted to ask a question.
22 As a millwright as Mr. Seay was, would he
23 have worked on all the manufacturers of pumps and valves
24 that were located in the areas that he worked in?
25 DEFENSE: Object to form.

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1 A. Yes.
2 BY MR. PAUL:
3 Q. Was that his job?
4 A. Yes, mostly that was his job. If they had a
5 shutdown or something, they would pull him out of the
6 shop if they could afford to.
7 Q. Was that his exclusive job that he did during
8 the time that he was at the plant?
9 A. Well, you know, he was a millwright. So --
10 but, yeah, it was mainly his job to build pumps, work on
11 valves.
12 Q. Okay. And that would include all the pumps and
13 valves that you've talked about today. Is that correct?
14 A. Yes.
15 DEFENSE: Object to form.
16 BY MR. PAUL:
17 Q. Could there have been others?
18 A. Yes.
19 Q. Okay. I have nothing further.
20 RECROSS EXAMINATION BY MR. MERIWETHER:
21 Q. I'll go back in and just clarify one thing.
22 When Mr. Seay's lawyer was talking to you he asked you
23 just about pumps and valves, but when we talked to Mr.
24 Seay and when we talked to you earlier, he spent a good
25 deal of his time working on he called them PIVs.

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1 A. Yeah, it's a gearbox.
2 Q. And I was going to say, and you just called it a
3 gearbox.
4 A. Yes.
5 Q. It's like an infinitely variable transmission
6 essentially.
7 A. Right. You're right.
8 Q. And he was an expert in those. Right?
9 A. Yes, he was.
10 Q. And he said he spent a good deal of his time
11 working on those. Right?
12 A. Right.
13 Q. And if there are a number of different pumps and
14 valves in his area, there's no guarantee that he himself
15 personally worked on every one of them; is there?
16 A. No. Mm-hm.
17 Q. I didn't think you meant that. Okay.
18 A. No.
19 Q. Thank you.
20 A. He might work on that particular brand, you
21 know, whether it was a 2 inch or a 6 inch or what, but
22 not every pump, not every valve.
23 Q. Exactly. He might have worked on -- he might
24 have worked on that particular brand, and you actually
25 have a recollection of him working on some of them.

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1 Right?
2 A. Yes.
3 Q. And just not others; right?
4 A. Right.
5 Q. Good enough. Thank you so much.
6 A. Thank you.
7 THE VIDEOGRAPHER: This concludes the video
8 deposition of Ronnie Thompson consisting of
9 three media units. We're off the video record
10 at 2:44:35.
11 [The deposition concluded at 2:44 p.m.]
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RONNIE THOMPSON

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1 STATE OF SOUTH CAROLINA)
2 COUNTY OF SPARTANBURG)
3

4 REPORTER'S CERTIFICATE

5 I, the undersigned, TAMMERA R. THOMASON, a
6 Certified Stenographic Reporter and Notary Public for the
7 State of South Carolina, do hereby certify that the
8 foregoing video deposition was taken on Friday, the 27th
9 day of June, 2014;

10 That the within deponent, RONNIE THOMPSON, was
11 sworn to tell the truth and that the foregoing deposition
12 is an accurate transcription of the testimony taken under
13 oath; and that the witness did waive the right to read
14 and sign the deposition transcript.

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

18 IN WITNESS WHEREOF, I have hereunto set my hand
19 this 11th day of July, 2014.
20
21
22

23 TAMMERA R. THOMASON, CSR and
24 Notary Public for South Carolina
25 My commission expires May 25th, 2022.

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EXHIBIT G

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

DENNIS SEAY and LINDA SEAY,

Plaintiffs,

vs.

3M COMPANY., *et al.*,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE SEVENTH JUDICIAL CIRCUIT

C/A No. 2013-CP-42-03915

AFFIDAVIT OF BRUCE T. BOWYER

I, Bruce T. Bowyer do hereby depose and state as follows:

1. I am above the age of eighteen (18), suffer from no legal disabilities, and am competent to give this Affidavit.

2. I am an authorized corporate representative of CNA Holdings, LLC, Successor to Hoechst Celanese. I began working for Hoechst Celanese/Fiber Industries, Inc. ("Hoechst Celanese") in April of 1973. While employed by Hoechst Celanese, I have held the following positions: Project Engineer; Environmental Control Engineer and Environmental Control Supervisor; Corporate Industrial Hygienist; Manager-Industrial Hygiene; and Manager of Environmental, Safety, Health & Utilities. During my tenure with Celanese, I have worked at various Hoechst Celanese facilities, including the Hoechst Celanese facility in Spartanburg, South Carolina.

3. The Spartanburg facility manufactured synthetic fibers, and resins. The manufacturing process demanded a great deal of ongoing maintenance, repair, refurbishing, and/or installation and removal of equipment, machinery and pipelines.

4. Daniel Construction Company ("Daniel") had the maintenance contract for the Spartanburg facility during the timeframe relevant to this lawsuit. During this timeframe, all maintenance workers at the Spartanburg facility were Daniel employees.

5. It was essential for the Hoechst Celanese facility in Spartanburg to have maintenance workers on site to maintain, repair and replace equipment. Without the ongoing maintenance, the facility would not have been able to produce polyester and other materials of the necessary quality and quantity.

6. The Spartanburg facility was a large operation which has always required ongoing maintenance due to the nature of the mass production of synthetic fibers and resins which requires numerous pieces of equipment and piping systems to run properly and efficiently.

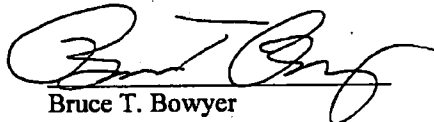
7. The maintenance of equipment and the upkeep of production lines was a regular component of the Hoechst Celanese Spartanburg facility's operations. Maintenance of equipment and production lines was a necessary, essential, and integral part of the Hoechst Celanese Spartanburg facility's business. Without ongoing maintenance, the Hoechst Celanese Spartanburg facility would not have been able to properly function; thus, it would have not been able to consistently produce a product to sell.

8. Attached to this affidavit as Exhibit 1, SEAY_HAMMETT000163-000189, is a true and accurate copy of the maintenance contract entered into between Daniel and the Hoechst Celanese Spartanburg facility. This contract was executed by Hoechst Celanese's predecessor and Daniel. This contract was located in Hoechst Celanese's files and was created and maintained in the ordinary course of Hoechst Celanese's business activities.

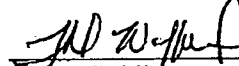
9. During the timeframe that Daniel held the maintenance contract at the Spartanburg facility, as indicated in SEAY_HAMMETT 000163-000189, Hoechst Celanese was contractually obligated to reimburse Daniel for workers' compensation insurance for Daniel's employees. Moreover, upon information and belief, Hoechst Celanese has always maintained the proper and adequate workers' compensation insurance required under South Carolina's Workers' Compensation Law.

10. The maintenance work that Daniel employees provided to Hoechst Celanese was valuable to Hoechst Celanese, such that in later years, Hoechst Celanese directly hired some Daniel mechanics as Hoechst Celanese personnel.

Further, the affiant saith not.


Bruce T. Bowyer

SWORN to and subscribed before me
This 9th day of September, 2014.



Notary Public
My Commission Expires 2-26-23

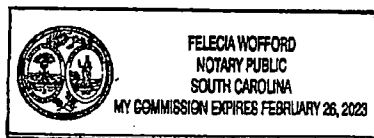


EXHIBIT 1

193-6227

MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 24TH DAY OF JUNE, 1975, BY AND BETWEEN HOECHST FIBERS INDUSTRIES, A DIVISION OF AMERICAN HOECHST CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER" AND THE MAINTENANCE AND MILLWRIGHT DIVISION OF DANIEL INTERNATIONAL CORPORATION, A SOUTH CAROLINA CORPORATION, HEREINAFTER REFERRED TO AS THE "CONTRACTOR".

WITNESSETH:

SECTION 1. SCOPE OF WORK. THE CONTRACTOR SHALL FURNISH ALL NECESSARY SUPERVISION, LABOR, EQUIPMENT, TOOLS, MATERIALS, SUPPLIES, AND INCIDENTALS NECESSARY TO PERFORM CONTINUOUS ROUTINE MAINTENANCE; OPERATION OF UTILITY EQUIPMENT; AND EMERGENCY, SUPPLEMENTARY, OR TEMPORARY MAINTENANCE SERVICES AS MAY BE REQUIRED BY THE OWNER.

SECTION 2. OWNER'S REPRESENTATIVE. THE OWNER SHALL DESIGNATE FROM TIME TO TIME ONE OR MORE INDIVIDUALS WHOM THE CONTRACTOR SHALL BE ENTITLED TO RECOGNIZE AND ACCEPT AS THE OWNER'S AGENT, WITH FULL POWER AND AUTHORITY TO ACT FOR, AND IN THE NAME, PLACE, AND STEAD OF THE OWNER, FOR ANY OF THE PURPOSES FOR WHICH THE OWNER MAY OR SHALL HAVE AUTHORITY AS HEREINAFTER PROVIDED. THE CONTRACTOR SHALL BE ENTITLED TO RELY ON SUCH DESIGNATION UNTIL REVOCATION THEREOF AND THE DESIGNATION OF A DIFFERENT OWNER'S REPRESENTATIVE IS RECEIVED BY THE CONTRACTOR.

orig #1: CJA
cc: MEM file
B. Witherspoon
421.12

SEAY_HAMMETT000163

SECTION 3. PAYMENT. FOR PERFORMANCE OF THE MAINTENANCE SERVICES SPECIFIED IN SECTION 1, THE OWNER SHALL PAY THE CONTRACTOR THE FOLLOWING FEES:

(A) AN ANNUAL FEE OF 6% BASED ON GROSS PAYROLL FOR ALL HOURS. THIS FEE WILL BE CALCULATED AND INVOICED WEEKLY WITH THE PAYROLL INVOICE.

(B) IN ADDITION TO SAID FEES, THE OWNER SHALL PAY TO CONTRACTOR ITS REIMBURSABLE COSTS INCURRED IN THE PERFORMANCE OF THE WORK AS DESCRIBED IN SECTION 4 BELOW.

SECTION 4. REIMBURSABLE COSTS. EXCEPT AS HEREINAFTER PROVIDED, REIMBURSABLE COSTS SHALL CONSIST OF THE FOLLOWING:

(A) FIELD LABOR: PAYROLL COSTS FOR ALL PERSONNEL EMPLOYED IN THE FIELD IN CONNECTION WITH THE WORK, INCLUDING REQUIRED PROJECT MANAGERS, SUPERINTENDENTS, FOREMEN, TIMEKEEPERS, CLERKS, ACCOUNTANTS, PURCHASING AGENTS, AND SUCH OTHER PERSONNEL AS MAY BE NECESSARY OR DESIRABLE FOR THE PROPER AND EFFICIENT PROSECUTION OF THE WORK. HOURLY WAGE RATES AND OVERTIME PREMIUMS WILL BE PAID AT PREVAILING RATES IN ACCORDANCE WITH THE SCHEDULE APPENDED HERETO AS APPENDIX A. SALARY RATES, FRINGE BENEFITS AND INCENTIVES FOR THE PROJECT MANAGER, SUPERINTENDENT, TIMEKEEPER AND OTHER SALARY EMPLOYEES REQUESTED BY THE OWNER SHALL BE IN ACCORDANCE WITH THE SCHEDULE APPENDED HERETO AS APPENDIX B. APPENDIX A AND B MAY BE SUPPLEMENTED OR REVISED FROM TIME TO TIME BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OR THE OWNER'S REPRESENTATIVE. THE CONTRACTOR'S REGULAR SICK LEAVE AND VACATION POLICY SHALL APPLY TO ALL SALARIED PERSONNEL EMPLOYED IN THE FIELD AND THE COSTS THEREOF SHALL BE REIMBURSABLE.

(B) HOME OFFICE PERSONNEL: PAYROLL AND OTHER COSTS FOR PERSONNEL NOT EMPLOYED IN THE FIELD SHALL BE REIMBURSED TO THE CONTRACTOR IN ACCORDANCE WITH THE SCHEDULE APPENDED HERETO AS APPENDIX C, WHICH SCHEDULE MAY BE SUPPLEMENTED OR REVISED FROM TIME TO TIME BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OR THE OWNER'S REPRESENTATIVE.

(C) PAYROLL COSTS: (I) THE OWNER SHALL REIMBURSE FOR WORKMANS' COMPENSATION, COMPREHENSIVE GENERAL LIABILITY, COMPREHENSIVE EXCESS INDEMNITY (UMBRELLA) INSURANCE, AND AUTOMOBILE LIABILITY INSURANCE AT THE CONTRACTOR'S ACTUAL EXPERIENCE RATES. THE AFOREMENTIONED CHARGES SHOULD BE PROVIDED FOR THE FOLLOWING MINIMUM LIMITS OF LIABILITY:

- (I) WORKMANS' COMPREHENSIVE - STATUTORY
EMPLOYEE LIABILITY - \$100,000.00
- (II) COMPREHENSIVE GENERAL LIABILITY
 - A) BODILY INJURY - \$250,000 EACH PERSON
\$500,000 EACH OCCURENCE
 - B) PROPERTY DAMAGE-\$100,000 EACH OCCURENCE
 - C) EXCESS UMBRELLA-\$2,000,000 EACH OCCURENCE
\$2,000,000 AGGRAGATE
- (III) AUTOMOTIVE LIABILITY -
 - A) BODILY INJURY - \$250,000 EACH PERSON
\$500,000 EACH OCCURENCE
 - B) PROPERTY DAMAGE-\$100,000 EACH OCCURENCE

(D) RENTAL EQUIPMENT: (I) THE CONTRACTOR SHALL FURNISH IN GOOD OPERATING CONDITION SUCH OF ITS EQUIPMENT AS IS FROM TIME TO TIME AVAILABLE AND NECESSARY FOR THE PERFORMANCE OF THE WORK WITH THE PRIOR APPROVAL OF THE OWNER. SAID EQUIPMENT IS HEREINAFTER REFERRED TO AS ''DANIEL EQUIPMENT''. RENTAL FOR DANIEL EQUIPMENT SHALL BE REIMBURSED TO THE CONTRACTOR IN ACCORDANCE WITH THE THEN CURRENT ''DANIEL CONSTRUCTION COMPANY SCHEDULE OF RENTAL

EQUIPMENT'' (HEREINAFTER REFERRED TO AS THE ''DANIEL EQUIPMENT SCHEDULE''). A COPY OF THE DANIEL EQUIPMENT SCHEDULE SHALL BE FURNISHED TO THE OWNER UPON REQUEST. DANIEL EQUIPMENT SCHEDULE SHALL NOT BE SUBJECT TO PURCHASE BY THE OWNER WITHOUT THE CONTRACTOR'S CONSENT. THE CONTRACTOR ALSO MAY RENT EQUIPMENT FROM THIRD PARTIES, IF THE CONTRACTOR'S EQUIPMENT IS NOT AVAILABLE FOR THE WORK OR IF THE CONTRACTOR, WITH THE OWNERS APPROVAL, DEEMS IT ADVISABLE OR MORE ECONDMICAL IN THE CIRCUMSTANCES NOT TO PROVIDE DANIEL EQUIPMENT. (II) THE CONTRACTOR SHALL BE RE-IMBURSED FOR THE COSTS OF TRANSPORTING DANIEL EQUIPMENT TO THE JOBSITE, F.O.B. POINTS OF ORIGIN AND THE COSTS OF RETURNING SUCH EQUIPMENT TO ITS POINTS OF ORIGIN OR AN AMOUNT EQUAL THERETO IN THE EVENT THE CONTRACTOR ELECTS TO DIRECT THE EQUIPMENT TO DESTINATIONS OTHER THAN THE POINTS OF ORIGIN. SHOULD THE CONTRACTOR ELECT TO REPLACE A PIECE OF DANIEL EQUIPMENT REQUIRING MAJOR REPAIR OR OVERHAUL, THE COST OF TRANSPORTATION TO AND FROM THE JOBSITE FOR SUCH REPLACEMENT PIECE SHALL NOT BE REIMBURSED TO THE CONTRACTOR, BUT THE COSTS OF RETURN TRANSPORTATION FOR THE EQUIPMENT BEING REPLACED SHALL BE REIMBURSED AS HEREIN PROVIDED.

(E) SMALL TOOLS: SMALL TOOLS ARE DEFINED AS HAND TOOLS HAVING AN INITIAL VALUE OF LESS THAN \$500 AND DO NOT INCLUDE ITEMS SUCH AS OFFICE MACHINES, ENGINEERING INSTRUMENTS AND OTHER ITEMS LISTED IN THE DANIEL EQUIPMENT SCHEDULE. THE DANIEL'S CRAFTSMEN SHALL SUPPLY THEIR HAND TOOLS AS PER LIST APPENDED HERETO AS APPENDIX D. ALL SPECIAL TOOLS REQUIRED IN ADDITION TO APPENDIX D WILL BE SUPPLIED BY THE OWNER.

SECTION 5. OWNER'S PROPERTY INSURANCE. THE OWNER SHALL ASSUME (AND AT ITS ELECTION MAY INSURE) ALL INSURABLE RISKS OF LOSS OR PHYSICAL DAMAGE TO EXISTING FACILITIES AND OTHER PROPERTY OF OWNER AT OR NEAR THE SITE OF THE WORK AND TO THE WORK ITSELF. (AS USED IN THE PRECEDING SENTENCE "THE WORK" SHALL INCLUDE, WITHOUT LIMITATION, ALL MATERIAL, SUPPLIES AND EQUIPMENT FOR INCORPORATION IN THE WORK WHILE IN TRANSIT TO, OR STORED ON, THE SITE OF THE WORK, ALL TEMPORARY CONSTRUCTION ON THE SITE AND ANY ITEMS OF EQUIPMENT OF OWNER BORROWED BY THE CONTRACTOR OR ITS EMPLOYEES AND USED BY THEM IN PERFORMANCE OF THE WORK.) RISKS ASSUMED HEREUNDER SHALL INCLUDE, WITHOUT LIMITATION, THE FULL AMOUNT OF ALL LOSSES WHICH WOULD BE INSURABLE UNDER ANY COMBINATION OF THE FOLLOWING: AN ALL RISK BUILDER'S RISK POLICY, A FIRE AND EXTENDED COVERAGE POLICY, A BOILER AND MACHINERY POLICY, A BUSINESS INTERRUPTION POLICY, AND OCEAN AND AIR TRANSIT POLICY, OR AN EQUIPMENT OR INSTALLATION FLOATER POLICY, AND AN ALL RISK DIFFERENCE-IN-CONDITIONS POLICY. THE OWNER HEREBY WAIVES ALL RIGHT OF RECOVERY AND AGREES TO OBTAIN A WAIVER OF ANY SUBROGATION RIGHTS OF ITS INSURERS, AGAINST CONTRACTOR FOR ANY LOSS, INCLUDING WITHOUT LIMITATION, LOSS OF USE AND ALL CONSEQUENTIAL DAMAGES THEREOF, RESULTING FROM RISKS ASSUMED BY OWNER HEREUNDER.

SECTION 6. CONTRACTOR'S ACCOUNTS. THE CONTRACTOR SHALL CHECK ALL MATERIALS PURCHASED BY CONTRACTOR AND ALL LABOR ENTERING INTO THE WORK AND SHALL KEEP SUCH FULL AND DETAILED ACCOUNTS OF SAME AND OTHER COSTS OF PERFORMING THE WORK AS SHALL BE NECESSARY FOR THE PROPER ADMINISTRATION OF THIS CONTRACT. THE OWNER AND THE OWNER'S REPRESENTATIVE SHALL BE AFFORDED ACCESS TO THE WORK AND TO ALL OF THE CONTRACTOR'S ACCOUNTING RECORDS, RECEIPTS, VOUCHERS, ETC. RELATING TO THE PERFORMANCE OF THE WORK DURING THE COURSE OF WORK AND FOR A PERIOD OF 120 DAYS AFTER WORK CEASES.

OWNER

SEAY_HAMMETT000167

(F) MATERIALS, EQUIPMENT, SUPPLIES AND SUBCONTRACTS: THE INVOICED PRICE OF ALL MATERIALS, EQUIPMENT, SUPPLIES (INCLUDING WITHOUT LIMITATION FUEL AND LUBRICANTS FOR RENTAL EQUIPMENT), AND SUBCONTRACTS PURCHASED OR LET ON A COMPETITIVE OR NEGOTIATED BASIS IN ACCORDANCE WITH PROCEDURES TO BE MUTUALLY AGREED UPON BETWEEN THE CONTRACTOR AND THE OWNER OR THE OWNER'S REPRESENTATIVE. PURCHASE ORDERS SHALL BE ISSUED IN THE NAME OF THE OWNER IF SO DIRECTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

(G) INSURANCE AND BONDS: (I) PREMIUMS FOR EQUIPMENT INSTALLATION FLOATER (RIGGING) INSURANCE, SUBJECT TO A DEDUCTIBLE AMOUNT OF \$500 AND A MAXIMUM LIMIT OF \$750,000 FOR EACH OCCURENCE. OWNER SHALL REIMBURSE CONTRACTOR FOR ANY SUCH DEDUCTIBLE; AND UNLESS THE CONTRACTOR HAS PROCURED THE EQUIPMENT OR HAS RECEIVED FROM THE OWNER WRITTEN NOTICE OF THE REPLACEMENT VALUE THEREOF, THE OWNER SHALL BE RESPONSIBLE FOR ANY LOSS THEREOF IN EXCESS OF \$750,000. ANY INCREASE IN INSURANCE PREMIUMS TO COVER EXCESS EQUIPMENT VALUES SHALL BE REIMBURSED TO CONTRACTOR. (II) PREMIUMS FOR ANY SPECIAL INSURANCE AND ANY BONDS REQUIRED IN CONNECTION WITH THE PERFORMANCE OF THE WORK.

(H) OTHER DIRECT COSTS: CONTRACTOR WILL BE REIMBURSED FOR ANY OTHER DIRECT COST WHICH IT MAY INCUR IN THE PERFORMANCE OF ANY WORK HEREUNDER, INCLUDING WITHOUT LIMITATION COSTS OF UTILITIES, TAXES, LICENSES, FEES, CORRECTION OF MINOR DEFECTS IN THE WORK, THIRD PARTY RENTAL EQUIPMENT AS REQUIRED, EXPENDABLE SMALL TOOLS, TEMPORARY STRUCTURES, FREIGHT AND TRANSPORTATION, TRAVEL EXPENSES, PAYROLL CHECKS AT THE ACTUAL COST OF EACH CHECK, COSTS REFERRED TO IN SECTION 15, AND ANY OTHER COST DIRECTLY ARISING OUT OF THE WORK.

SECTION 5. OWNER'S PROPERTY INSURANCE. OWNER ASSUMES ALL INSURABLE RISKS OF LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) TO, AND AT ITS ELECTION MAY INSURE FOR THEIR FULL INSURABLE VALUE, EXISTING FACILITIES AND PROPERTY OF OWNER AT OR NEAR THE SITE OF THE WORK AND THE WORK ITSELF. OWNER HEREBY WAIVES ALL RIGHT OF RECOVERY AGAINST CONTRACTOR FOR ANY LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), INCLUDING LOSS OF USE, RESULTING FROM SUCH RISKS.

SECTION 6. CONTRACTOR'S ACCOUNTS. THE CONTRACTOR SHALL CHECK ALL MATERIALS PURCHASED BY CONTRACTOR AND ALL LABOR ENTERING INTO THE WORK AND SHALL KEEP SUCH FULL AND DETAILED ACCOUNTS OF SAME AND OTHER COSTS OF PERFORMING THE WORK AS SHALL BE NECESSARY FOR THE PROPER ADMINISTRATION OF THIS CONTRACT. THE OWNER AND THE OWNER'S REPRESENTATIVE SHALL BE AFFORDED ACCESS TO THE WORK AND TO ALL OF THE CONTRACTOR'S ACCOUNTING RECORDS, RECEIPTS, VOUCHERS, ETC. RELATING TO THE PERFORMANCE OF THE WORK DURING THE COURSE OF WORK AND FOR A PERIOD OF 120 DAYS AFTER WORK CEASES.

F. F. Fournier
OWNER

[Signature]
CONTRACTOR

SECTION 7. REIMBURSEMENTS. (A) PAYMENT TO THE CONTRACTOR FOR PAYROLL SHALL BE MADE WEEKLY UPON RECEIPT BY THE OWNER OR THE OWNER'S REPRESENTATIVE OF THE CONTRACTOR'S INVOICE THEREFORE.

(B) PAYMENT OF ALL OTHER REIMBURSABLE COSTS SHALL BE MADE PERIODICALLY, BUT NOT LESS FREQUENTLY THAN MONTHLY, UPON RECEIPT BY THE OWNER OR THE OWNER'S REPRESENTATIVE OF THE CONTRACTOR'S INVOICE THEREFORE.

(C) UPON FINAL COMPLETION OF THE WORK, ANY MONIES DUE TO THE CONTRACTOR UNDER THIS CONTRACT AND NOT THERETOFORE PAID SHALL BE PAID TO THE CONTRACTOR.

(D) ALL INVOICES FOR PAYMENTS TO BE MADE TO THE CONTRACTOR AS PROVIDED IN SECTIONS 3 AND 7 SHALL BE DUE AND PAYABLE UPON RECEIPT THEREOF BY THE OWNER OR THE OWNER'S REPRESENTATIVE, AND ALL PAYMENTS SHALL BE MADE WITHIN 30 DAYS OF RECEIPT, SUBJECT TO POST AUDIT BY OWNER.

SECTION 8. INSTALLED EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE RESPONSIBLE FOR OPERATION OF OWNER'S EQUIPMENT, UNLESS IT IS EXPRESSLY AGREED IN WRITING THAT THE CONTRACTOR SHALL SUPERVISE ITS PERSONNEL IN THE PERFORMANCE OF SUCH SERVICES. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR BE RESPONSIBLE FOR THE ACTUAL CAPACITY, PRODUCTIVITY, OR SUITABILITY FOR ITS INTENDED USE OF MECHANICAL, PROCESS, OR PRODUCTION EQUIPMENT.

SECTION 9. DURATION OF CONTRACT. THIS CONTRACT SHALL REMAIN EFFECTIVE FOR A PERIOD OF THREE YEARS. IT MAY BE TERMINATED BY THE OWNER OR THE CONTRACTOR AT ANY TIME BY GIVING THE OTHER PARTY WRITTEN NOTICE SIX MONTHS PRIOR TO THE DESIRED TERMINATION. WRITTEN

TERMINATION NOTICE WILL BE DELIVERED TO THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THE WORK OR WILL BE MAILED, POSTAGE PREPAID, TO THE CONTRACTOR AT THE DANIEL BUILDING, GREENVILLE, SOUTH CAROLINA 29602. IN THE EVENT OF SUCH TERMINATION BY OWNER, THE CONTRACTOR SHALL BE ENTITLED TO REIMBURSEMENT FOR ALL COSTS THERETOFORE INCURRED OR ACCRUED HEREUNDER AND PAYMENT OF ALL FEES ATTRIBUTABLE THERETO.

IN THE EVENT THE CONTRACT IS TERMINATED, THE OWNER SHALL HAVE THE RIGHT TO HIRE ANY OF THE CONTRACTOR'S ON-SITE EMPLOYEES IT SO DESIRES. THE CONTRACTOR WILL NOT TRANSFER FROM THIS JOB ANY OF ITS EMPLOYEES DURING THIS SIX MONTHS PERIOD.

SECTION 10. TRANSFERS. THE CONTRACTOR AGREES TO USE ITS BEST EFFORTS TO AVOID, OR MINIMIZE TRANSFERS OF ITS EMPLOYEES FROM THE OWNERS PLANT SITE. TRANSFERS SHALL NOT EXCEED A TOTAL OF 3% IN ANY CRAFT DURING A ONE YEAR PERIOD. NORMAL PAYROLL ATTRITION SUCH AS R.O.F., VOLUNTARY QUIT, FIRES, AND PROMOTIONAL TRANSFERS WILL BE EXCLUDED FROM THE 3% MAXIMUM.

SECTION 11. PERSONNEL POLICIES. THE CONTRACTOR HAS FULL AND COMPLETE CONTROL OVER THEIR EMPLOYEES AND THEIR JOB TENURE. THE CONTRACTOR SHALL FURNISH TO THE OWNER A COPY OF THEIR PERSONNEL POLICIES AND REGULATIONS. THE CONTRACTOR'S EMPLOYEES OR SUBCONTRACTOR'S EMPLOYEES WILL ABIDE BY ALL OF THE OWNERS SAFETY REGULATIONS.

SECTION 12. SECRECY AGREEMENT. ALL CONTRACTOR'S EMPLOYEES SHALL SIGN A SECRECY AGREEMENT. A COPY OF THE AGREEMENT IS APPENDED HERETO AS APPENDIX E.

SECTION 13. WAGE RATES. SHOULD THERE BE A GENERAL RAISE IN THE CONTRACTOR'S CONSTRUCTION RATES, THE CONTRACTOR WILL REQUEST A REVIEW WITH THE OWNER TO DETERMINE WHETHER TO MAINTAIN INITIAL SCALE AND RISK JEOPARDIZING THE RETAINAGE OF QUALIFIED PERSONNEL OR TO CONFORM TO THE NEW SCALE. IN THE EVENT THE CONTRACTOR PAYS ADDITIONAL FRINGE BENEFITS IN LIEU OF A WAGE INCREASE, THE TOTAL ECONOMIC PACKAGE SHALL NOT COST THE OWNER MORE THAN THE CORRESPONDING DANIEL'S RATE. THE WAGES FOR THIS JOB WILL NOT EXCEED THOSE OUTLINED IN APPENDIX A.

SECTION 14. SUBCONTRACTORS. THIS CONTRACT WILL COVER ALL OF THE CONTRACTOR'S SUBCONTRACTORS AND THEY WILL BE GOVERNED BY THE SAME ACCOUNTING AND PAY PROCEDURES AS THE PRIME CONTRACTOR.

SECTION 15. (A) OVERTIME. PREMIUM TIME AT THE RATE OF ONE AND ONE-HALF TIMES THE REGULAR RATE WILL BE PAID FOR ALL HOURS IN EXCESS OF 40 HOURS IN EACH PAYROLL WEEK, WHICH BEGINS 0700 HOURS MONDAY TO 0700 HOURS THE FOLLOWING MONDAY. WHEN IT IS NECESSARY TO SUPPLEMENT THE BASIC WORK FORCE FOR SHORT PERIODS FROM OTHER JOBS, ANY TIME AN INDIVIDUAL WORKS OVER 40 HOURS WILL BE CHARGEABLE TO THE JOB CAUSING THE OVERTIME. ALSO, WHEN SUPPLEMENTAL SHORT TERM LABOR IS REQUIRED AND AN INDIVIDUAL WORKS ON THIS JOB AND THEN WORKS 40 HOURS ON HIS REGULAR ASSIGNMENT, HE WILL BE PAID PREMIUM TIME FOR THE TIME ON THIS JOB-SITE DURING THE SAME PAY PERIOD, SINCE IT WILL BE THE CAUSING FACTOR FOR THE OVERTIME. THE CONTRACTOR WILL NOTIFY THE OWNER WHEN MEN FROM OTHER JOBS WILL BE ON OVERTIME ON THE OWNER'S SHORT TERM PROJECT.

(B) TIMEKEEPING AND PAYROLL PREPARATION. THE DANIEL SUPERINTENDENT WILL BE RESPONSIBLE FOR SUPERVISION OF THE TIME-KEEPING AND PAYROLL PREPARATION. THESE FUNCTIONS WILL BE ACCOMPLISHED USING APPLICABLE DANIEL PROCEDURES AND HOECHST FIBERS MAINTENANCE COST ACCOUNTING PROCEDURES.

(C) VACATIONS. ONLY SALARIED PERSONNEL ARE GIVEN PAID VACATIONS. ELIGIBLE EMPLOYEES WITH LESS THAN TEN YEARS COMPANY SERVICE EARN 5/6 DAYS VACATION PER MONTH, AND THOSE WITH OVER TEN YEARS SERVICE 1 1/4 DAYS VACATION PER MONTH. VACATION SCHEDULES WILL BE APPROVED BY OWNER. VACATION TIME ALLOWED BUT NOT EARNED AT EMPLOYEES TERMINATION WILL BE DEDUCTED FROM EMPLOYEE'S LAST SALARY CHECK. VACATION TIME EARNED BUT NOT TAKEN WILL BE PAID THE EMPLOYEE UPON HIS TERMINATION AT OWNER'S JOB-SITE. (REIMBURSABLE COST)

(D) SICK LEAVE. SALARIED PERSONNEL WILL BE PAID FOR REASONABLE TIME LOST DUE TO SICKNESS, BUT NOT TO EXCEED TWO (2) WEEKS. (REIMBURSABLE COST)

(E) CALL-IN DUTY. DANIEL WILL BE RESPONSIBLE TO HAVE MEN AVAILABLE FOR OFF HOUR COVERAGE. WHEN IT IS NECESSARY FOR HOURLY EMPLOYEES TO BE CALLED IN FOR UNSCHEDULED WORK FOR SHORT PERIODS OF TIME A MINIMUM OF THREE (3) HOURS WILL BE PAID.

(F) HIRING AND TERMINATING. THE CONTRACTOR HAS FULL AND COMPLETE CONTROL OVER THEIR EMPLOYEES AND THEIR JOB TENURE. EMPLOYEES WILL BE ASSIGNED TO WORK WITH THE CONCURRENCE OF THE OWNER AND WILL BE REMOVED FROM THE JOB-SITE WHEN REQUESTED BY THE OWNER, EXCEPT THAT IN BOTH INSTANCES THE CONTRACTOR WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

(G) ORIENTATION AND PREPARATION. THE CONTRACTOR WILL FURNISH PERSONNEL FULLY QUALIFIED IN THEIR CRAFT TO MAN JOB REQUIREMENTS AS DEMONSTRATED BY PRE-EMPLOYMENT TESTING AND CAREFUL SCREENING. WHERE SPECIALIZED SKILLS OR TRAINING ARE REQUIRED IN ADDITION TO THE NORMAL CRAFT, THE CONTRACTOR WILL MAKE EVERY EFFORT TO PROVIDE PERSONNEL WHO HAVE PREVIOUS EXPERIENCE IN THE PARTICULAR REQUIREMENT.

(H) SAFETY. THE OWNER AND CONTRACTOR AGREE TO COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT AS WELL AS ALL OTHER INDUSTRIAL SAFETY CODES AND REGULATIONS. THE CONTRACTOR AGREES TO COMPLY WITH THE OWNER'S SAFETY HANDBOOK AND SUPPLEMENTS THERETO. THE CONTRACTOR MAY SURVEY THE WORK CONDITIONS OF HIS EMPLOYEES AT HIS OWN EXPENSE AND IN A MANNER NOT TO CONFLICT WITH PRODUCTION ACTIVITIES OF THE OWNER.

HEALTH AND SAFETY LAWS. (I) ALL COSTS OF COMPLIANCE WITH THE WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ANY FEDERAL OR STATE REGULATION PROMULGATED IN ACCORDANCE WITH SAID ACT, AND WITH ANY SIMILAR FEDERAL OR STATE SAFETY AND HEALTH LEGISLATION OR REGULATION GOVERNING PERFORMANCE OF THE WORK; AND (II) COST OF ANY CITATION OR PENALTY WHICH MAY BE IMPOSED UPON CONTRACTOR PURSUANT TO ANY SUCH LEGISLATION TO THE EXTENT THAT SUCH CITATION OR PENALTY IS BASED UPON ANY ACT OR OMISSION OF THE OWNER OR OF ANY PERSON NOT SUBJECT TO CONTRACTOR'S CONTROL (INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS WITH RESPECT TO DESIGN OF

THE WORK AND DESIGN, CONSTRUCTION, MAINTENANCE, OR OPERATION OF ANY EXISTING FACILITY OF THE OWNER IN WHICH THE WORK IS TO BE PERFORMED). PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION SHALL RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR PAYMENT OF ANY CITATION OR PENALTY IMPOSED AS THE RESULT OF AN ACT OR OMISSION BY CONTRACTOR, OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS, IN VIOLATION OF THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION" PROMULGATED UNDER THE AFORESAID ACT OR OF ANY SIMILAR REGULATION DIRECTLY APPLICABLE TO THE PERFORMANCE OF THE WORK BY CONTRACTOR.

(I) CONSTRUCTION EQUIPMENT, SMALL TOOLS AND SUPPLIES. THE OWNER WILL HAVE THE OPTION OF PROVIDING CONSTRUCTION EQUIPMENT, SMALL TOOLS AND SUPPLIES OR REQUESTING THE CONTRACTOR TO PROVIDE THEM. SHOULD THE CONTRACTOR BE REQUESTED TO PROVIDE OR PROCURE THESE ITEMS, THE TERMS AND CONDITIONS OF THE CONTRACT IN SECTION 4 (D) AND 4 (E) WILL APPLY.

RENTAL OF EQUIPMENT WILL BE AT RATES MOST ADVANTAGEOUS TO THE OWNER AFTER GIVING CONSIDERATION TO DISTANCE, AVAILABILITY AND CONDITION OF EQUIPMENT. EQUIPMENT RENTAL TERMS FOR CONTRACTOR OWNED EQUIPMENT ARE SET FORTH IN THE DANIEL CONSTRUCTION COMPANY SCHEDULE OF RENTAL EQUIPMENT.

(J) SHORT TERM PROJECTS. CRAFTSMEN REPORTING TO A SHORT TERM PROJECT WILL RECEIVE A \$20.00 PER DIEM ALLOWANCE FOR THE DURATION OF THE PROJECT. (FOR PROJECTS OF LESS THAN 2 DAY DURATION, 2 DAYS PER DIEM WILL BE PAID). SINCE THE PER DIEM REIMBURSEMENT IS INTENDED TO COVER MEALS, LODGING, AND TRANS-

PORTATION, NO SEPARATE MILEAGE ALLOWANCE IS AUTHORIZED.

ANY EMPLOYEE WHO QUILTS OR IS FIRED FOR CAUSE BY THE COMPANY DURING A SHORT TERM PROJECT IS NOT ENTITLED TO PER DIEM PAYMENTS FOR THE WEEK IN WHICH TERMINATION OCCURRED.

FOR THE PURPOSE OF THIS POLICY, 'SHORT TERM PROJECTS' ARE DEFINED AS THOSE OF 30 CALENDAR DAYS OR LESS DURATION WHICH REQUIRE A PLANT SHUTDOWN FOR MODIFICATIONS OR REPAIRS OR THOSE WHICH REQUIRE ADDITIONAL PERSONNEL TO MEET SURGE MANPOWER REQUIREMENTS.

IN THE EVENT A JOB IS POSTPONED OR CANCELLED WITHOUT ADEQUATE TIME TO CONTACT PERSONNEL BEFORE SCHEDULED WORK TIME, COMPENSATION FOR EACH EMPLOYEE SHALL BE AS FOLLOWS:

1. FOUR (4) HOURS PAY PLUS MARKUP AS STATED IN SECTION 3(A).
2. TRAVEL BENEFITS. CONTRACTOR SHALL MAKE REASONABLE EFFORT TO CONTACT PERSONNEL IN ANY CIRCUMSTANCE.

(K) HOLIDAY POLICY. SALARIED PERSONNEL WILL OBSERVE ALL HOECHST HOLIDAYS WITH PAY. ALL HOURLY EMPLOYEES WILL OBSERVE HOECHST HOLIDAYS. IN ORDER TO COMPENSATE MAINTENANCE PERSONNEL FOR TIME WORKED DURING HOECHST FIBER'S HOLIDAYS, THE CRAFTSMEN WILL BE PAID TIME AND ONE-HALF FOR ALL HOURS WORKED ON AN EMERGENCY BASIS ON SCHEDULED HOLIDAYS. THE HOLIDAYS WILL BE THE CALENDAR HOLIDAYS AND ARE FURTHER DEFINED FROM 0700 HOURS TO 0700 HOURS.

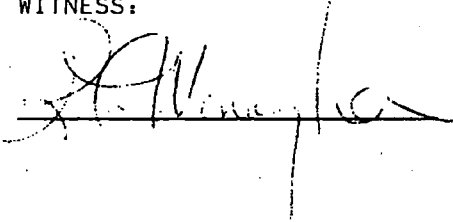
THE FOLLOWING NINE HOLIDAYS WILL BE OBSERVED EACH YEAR ON THEIR RESPECTIVE CALENDAR DAY, NOT ANY OTHER DAY RELATED TO THAT HOLIDAY: NEW YEAR'S-JANUARY 1ST, GOOD FRIDAY, MEMORIAL DAY - MAY 30TH,

INDEPENDENCE DAY - JULY 4TH, LABOR DAY - FIRST MONDAY IN SEPTEMBER,
THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY PRIOR TO CHRISTMAS -
DECEMBER 24TH, CHRISTMAS DAY - DECEMBER 25TH.

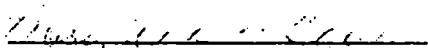
IT IS TO BE RE-EMPHASIZED THAT THIS PREMIUM PAY IS FOR
EMERGENCY AND UNSCHEDULED WORK ONLY. SHOULD ANY SCHEDULED WORK
BE MADE FOR THESE DAYS, THIS TIME WOULD BE EXEMPT FROM THIS POLICY.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS
CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS OR
REPRESENTATIVES AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

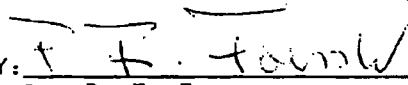
WITNESS:



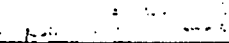
WITNESS:



HOECHST FIBERS INDUSTRIES
DIVISION OF AMERICAN HOECHST CORP.

BY: 
DR. P. F. FOERSTER
V. P. OF HOECHST FIBERS DIVISION

DANIEL CONSTRUCTION COMPANY
MAINTENANCE & MILLWRIGHT DIVISION

BY: 
JOHN A. WOOD
DIV. MGR. & ATTORNEY IN FACT

APPENDICES TO AGREEMENT

A = HOURLY RATES AND OVERTIME

B = SALARIES

C = HOME OFFICE RATES

D = TOOLS

E = SECRECY AGREEMENT

SEAY_HAMMETT000178

RoA_2427

Effective July 7, 1975

WAGE PROGRESSION CHART FOR 1975
(Note 8)

GRADE (Note 7)	MECHANIC				CRAFTSMAN - (Note 5)				
	PLANT (Note 1)	CIVIL (Note 2)	E & I (Note 3)	UTILITY (Note 4)	LABOR	PIPE/WELD	CARP.	PAINTER	INSUL
A	6.50	6.50	6.50	6.50	-	6.50	-	-	6.50
B	5.90	5.90	5.90	5.90	-	5.90	6.05	-	5.90
C	5.30	5.30	5.30	5.30	-	5.30	5.30	5.30	5.30
D	4.80	4.80	4.80	4.80	-	4.80	4.80	4.80	4.80
E	4.30	4.30	4.30	4.30	-	4.30	4.30	4.30	4.30
F	3.80	3.80	3.80	3.80	-	3.80	3.80	3.80	3.80
G	-	-	-	3.25	3.25	-	-	-	-

- NOTE
1. Plant Mechanic is an employee trained in two or more crafts (Pipe/Welder/Millwright/Machinist/Sheet Metal).
 2. Civil Mechanic is an employee trained in two or more crafts (Carp/Insulator/Painter).
 3. E&I Mechanic is an employee trained in two or more crafts (Elec/Instr/Other).
 4. Utility Mechanic is either a beginner in Plant, Civil or E&I with no previous schooling, or is an employee advanced from Labor pool (he can also be an equipment operator).
 5. Craftsmen are employees not cross-trained, but are craftsmen in one craft.
 6. Foreman rate is \$.75 above craft rate.
 7. The rates for the above Grades "A" thru "G" are ranges; for example, a Grade "D" employee's range is from \$4.80 to \$5.30, Grade "C" is from \$5.30 to \$5.90.
 8. A trainee will enter the program as a Grade "F" Mechanic (assuming he has no related training or experience). A minimum of six months later, after satisfactorily completing training, will be advanced to Grade "E" Trainee. From there his pay progression will generally follow the formula: $\text{Rate} = \text{Present Rate} + \frac{A - E}{4}$

Notation: Refer to Note 8. Change to "a trainee will enter the program as a grade "G" . . ."

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Appendix

SCHEDULE OF WEEKLY SALARY RATES
FRINGE BENEFITS AND INCENTIVES FOR
PROJECT PERSONNEL

SALARIES:

Project Manager, Field	\$310-575
Maintenance Superintendent	\$325-475
Maintenance Supervisor	\$270-380
Office Manager	\$250-350
Engineer	\$250-370
Planners/Schedulers	\$240-350
Purchasing Agent	\$225-350
Timekeeper	\$210-300
Warehouseman	\$250-350
Clerical	\$140-220

FRINGE BENEFITS:

Vacation Only salaried personnel are given paid vacations each calendar year. Eligible employees with less than 10 years company services earn 5/6 days vacation per month, and those with over 10 years service earn 1½ days vacation per month. Vacation schedules will be approved by Owner. Vacation time allowed but not earned at employees termination will be deducted from employee's last salary check. Vacation time earned but not taken will be paid the employee upon his termination at Owner's job site.

Paid Holidays	New Years Day	Thanksgiving Day
	Good Friday	Friday Following Thanksgiving
	Memorial Day	Day Before Christmas
	July Fourth	Christmas Day
	Labor Day	

Holidays falling on Saturdays are taken on Friday preceding the holiday.

Sick Leave Salaried personnel will be paid for reasonable time lost due to sickness, but not to exceed two (2) weeks without the specific approval of Owner.

Appendix B

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APPENDIX B continued -

Transportation

The Owner will assign one vehicle to the Contractor Project Manager which use shall be restricted to the on-site administrative activities of this contract.

Holiday

Overtime

Pay Premium pay will be paid to all contract personnel required to perform unscheduled (call-in) work on an authorized holiday.

Example Calculation

	S	M	T	W	T	F	S	Total
A. Total Time Worked Per Day	-	8	8	8	8	13	-	45
B. Holiday "call-in" Time	-	-	-	-	-	13	-	13
C. Time Worked Over 40 Hrs/Wk	-	-	-	-	-	5	-	5

1. Total Hours Worked = A = 45
2. Straight Time Hours = A-(B+C)=45-(13+5)=27
3. Premium Time Hours = B+C = 13+5 = 18

Rate = \$6.00

Wages= \$6.00 X 27 = \$162.00

\$9.00 X 13 = \$117.00 Holiday "call-in"

\$9.00 X 5 = \$ 45.00 Overtime

\$324.00 Total Wages

Employees scheduled to work on holiday will not receive holiday "call-in" pay.

Appendix B

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POSITION DESCRIPTION

GENERAL PROJECT ENGINEER

Salary: \$1,590.00 to \$2,300.00 per month

PRIMARY FUNCTION:

To administer, coordinate and control all activities relating to Maintenance and Engineering within the plant to obtain maximum effective utilization of all resources.

DUTIES AND RESPONSIBILITIES:

Because of the wide variety of problems and the broad scope of many assignments given to the Owners engineering and maintenance organization, the Project Engineer may be required to perform, as requested by the Owner, any or all of the following functions:

1. Assist Owner in the preparation of necessary industrial, mechanical, electrical and chemical engineering design, required for plant maintenance, construction, new installations and remodeling. This may be done by himself, others in his group under his supervision, or by others on sub-contract to the plant under his supervision.
2. Develop and administer building and facility improvement programs.
3. Support plant engineering cost control systems.
4. Estimate necessary facility and building costs.
5. Direct and supervise general mechanics or specialist, such as electricians, carpenters, sheet metal workers, machinists, janitors, laborers, etc.
6. Handle sub-contractor problems related to plant engineering projects.

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7. Aid in the disposal of surplus equipment.
8. Assist in maintaining good storeroom controls.
9. Participate in facility record keeping, including related maintenance costs.
10. Assure compliance with all control phases of plant work order system.
11. Participate in development and operation of Preventive Maintenance Program.
12. Analyze costs and report on required corrective action.
13. Develop and administer training programs for new employees and upgrading of incumbent employees.
14. Assist in formulation and review of procedures for Owner regarding air and water pollution to insure compliance with municipal, state, and/or federal laws.
15. Assist in administration of a maintenance related safety program.
16. Review and analyze costs of purchased utility services.
17. Perform other duties assigned by the Owner.

AUTHORITY

Within reasonable limits as indicated by Owner and established Daniel policies and procedures, authority is considered sufficient to discharge assigned responsibilities. This includes authority to hire, train and initiate personnel changes of subordinate employees, initiate maintenance improvement programs and establish work schedules for maintenance employees.

RELATIONSHIPS

Position requires cooperation and work with both management and operating personnel of the plant.

(2)

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A line relationship exists between the Project Engineer, his subordinates and his supervisor.

A staff relationship exists between the Project Engineer and other plant departments which requires mutual assistance and cooperation.

A special staff relationship exists between the Project Engineer, the Daniel Maintenance Manager, and Daniel Engineering in project administration, equipment selection, plant and ship layouts and other general engineering services necessary for efficient operation of the facility.

REPORTS TO

The Owners Central Facilities Area Engineer

APPENDIX C

SCHEDULE OF HOURLY RATES

FOR

HOME OFFICE EMPLOYEES FOR TIME DEVOTED TO PROJECT

Maintenance and Millwright Division

Project Manager	\$	17.50
Timekeeper		7.50

Daniel Engineers

Division Manager	37.00
Department Manager	31.00
Project Engineer	25.00
Senior Engineer	25.00
Engineer II	22.50
Engineer I	19.50
Estimator	19.50
Senior Designer	18.50
Designer	14.50
Senior Draftsman	13.00
Draftsman	11.00
Engineer Accountant	18.50
Clerical	7.00

Reasonable travel expenses of these personnel are reimbursable to Contractor, including cost of meals, lodging, telephone, incidentals, public transportation, Contractor's aviation, charges or automobile mileage at rate per mile paid to Daniel employees.

Appendix C

SEAY_HAMMETT000185

APPENDIX D (CON'T)

The Craftsmen will be required to furnish one of the following:

MACHINIST

Machinist Tool Chest
Vernier Caliper
General Protractor
Inside-Outside Spring Caliper
Divider Caliper
Telescope Gauges 1/32 - 6"
60° Center Gauge
Edge Finder
Thread Gauge
10" Tape
Scribe
Assorted Screw Drivers
Assorted Crescent Wrenches
Wire Snips
Combination Wrenches 1 set
Ball Peen Hammer
Tap Handles - 1 Small, 1 Large
Feeler Gauges
6" Scale
12" Scale
150 mm Scale
0 - 1", 1" - 2", 2" - 3"
Micro Set

SHEET METAL MECHANIC

Aviation Snips (right & Left hand)
Bulldog Snips
Screw Drivers - Assortment
Adjustable Wrench - 6", 8", 10"
Pliers, Channel-lock
Hammer, Sheet Metal Type
Hacksaw
Tape Rule, 6', 8', or 10'
Folding Rule - 6' or 8'
Tape Rule - 25', 50' or 100'
Dividers - 10" and 6"
Trammel Points - 1 set
Combination Square
Vice Grips
Turning Tongs
Torpedo Level

CARPENTER

2 Ft. Level
Claw Hammer
Tri-Square
Framing Square
Plumb Bob
Hand Axe
Brace
Set of Bits - 3/16" to 1"
Adjustable Bit (bores hole from
1-1/8 to 2-1/2")
Set of Wood Chisels 1/4" to 1-3/4"
Chalk Line
#8 or #10 Handsaw (for Framing)
#12 Handsaw (for finish work)
Nail Set
Crow Bar
Screw Drivers (Phillips & Straight)
Key-Hole Saw
Coping Saw
6 Ft. Folding Rule
50 Ft. Measuring Tape
Hand Plane
Block Plane (small)

Plumb Bob
Chalk Line
Allen Key - 1 set
Scratch Awl
Rivet Set - 3 sizes 0, 1, 2
Hand Grover (pipe)
Tap Handle
Open End Wrenches - 1/8" to 3/4"

Appendix D

SEAY_HAMMETT000186

APPENDIX D

The craftsmen will be required to furnish one of the following:

ELECTRICIANS

Leather Pouch
Electricians Skinning Knife
10" Adjustable Wrench w/insulated Handles
Channel Lock Pliers w/insulated Handles
Heavy Duty Diagonals w/insulated Handles
Pair long nose Pliers
Pair Lineman's Pliers
Electrician's Tool Belt
Fuse Puller
Crimping Pliers
Wedge Type Screwdriver
Tool Box
Ball Peen Hammer
12" Screwdriver
6" Screwdriver
1 ½" Screwdriver
6" Thin Blade Screwdriver
3" Thin Blade Screwdriver
6" Phillips Head Screwdriver
Set Allen Head Wrenches
½" to 9/16" Box Wrenches
3/8" to 7/16" Box Wrenches
Burnishing Tool
8" Adjustable Wrench
4" Adjustable Wrench
8" Screwdriver
2½" Long Screw Starter
5½" Long Screw Starter
9½" Long Screw Starter
Set Ignition Wrenches
10" Wedge Screw Holder
Midget Fuse Puller

MILLWRIGHTS

8" Adjustable Wrench
3" Screwdriver
10" Screwdriver
6" Phillips Screwdriver
Pair Channel Lock Pliers
Set Allen Wrenches
Pair 8" Diagonal Pliers
6 Ft. Folding rule
6" Scale
Torpedo Level
Feeler Cage
Cotter Key Extractor
Ball Peen Hammer
Pry Bar
Hacksaw Frame
Line Level
Plumb Bob
Chisel and Punch Set
Pair Vise-grip Pliers
Set Combination Wrenches to 1½"
Dial Indicator
Set Calipers
Set Micrometers to 2"
Thread Gauge
Set Dividers
Packing Remover
Socket Set up to 1½"

SEAY_HAMMETT000187

APPENDIX D (CONT'D)

The Craftsmen will be required to furnish one each of the following:

AIR CONDITIONING MECHANIC

Leather Pouch
10" Adjustable Wrench w/insulated Handles
Channel Lock Pliers w/insulated Handles
Heavy Duty Diagonals w/insulated Handles
Pair Long Nose Pliers
Tool Box
Ball Peen Hammer
12" Screwdriver
6" Screwdriver
1½" Screwdriver
3" Thin Blade Screwdriver
6" Phillips Head Screwdriver
Set Allen Head Wrenches
8" Adjustable Wrench
4" Adjustable Wrench
5½" Long Screw Starter
10" Screwdriver
Set Allen Wrenches
6' Folding Rule
Cotter Key Extractor
Hacksaw Frame
Pair Vise Grip Pliers
Set Combination Wrenches to 1½"
Set Calipers
Socket Set up to 1½"

Appendix D

SEAY_HAMMETT000188

APPENDIX E

INDIVIDUAL SECRECY AGREEMENT

RECOGNIZING THE FACT THAT MY EMPLOYER, DANIEL INTERNATIONAL CORPORATION IS ENGAGED IN THE MAINTENANCE OF HOECHST FIBERS INDUSTRIES, SPARTANBURG, SOUTH CAROLINA, FACILITY WHICH IS USED FOR THE MANUFACTURE OF DIMETHYLTEREPHTHALATE AND POLYESTER FIBERS, WHICH MANUFACTURING PROCESSES AND TECHNIQUES ARE CONFIDENTIAL AND ARE NOT KNOWN TO THE GENERAL PUBLIC, AND IN CONSIDERATION OF MY EMPLOYMENT WITH DANIEL INTERNATIONAL CORPORATION AT THIS INSTALLATION, I HEREBY AGREE THAT AT ALL TIMES BOTH DURING MY EMPLOYMENT AND AFTER THE TERMINATION OF MY EMPLOYMENT I WILL MAINTAIN IN SECRECY ALL SUCH PROCESSES, TECHNIQUES, KNOW-HOW AND OTHER INFORMATION WHICH ARE REVEALED TO ME AS A RESULT OF MY EMPLOYMENT WITH DANIEL INTERNATIONAL CORPORATION AT HOECHST FIBERS INDUSTRIES, SPARTANBURG, SOUTH CAROLINA, FACILITY. I AGREE THAT I WILL NOT DISCLOSE OR MAKE KNOWN ANY INFORMATION RELATING TO SUCH PROCESSES, TECHNIQUES OR KNOW-HOW WITHOUT THE AUTHORIZATION OF HOECHST FIBERS INDUSTRIES. I FURTHER AGREE THAT ANY CHANGE OR CHANGES IN MY EMPLOYMENT OR IN THE DUTY, SALARY OR COMPENSATION OF MY JOB SHALL IN NO WAY AFFECT OR IMPAIR THE VALIDITY OF THIS AGREEMENT OR ANY OTHER OBLIGATION HEREUNDER.

I HEREBY EXPRESSLY STATE THAT I INTEND TO BE LEGALLY BOUND BY THE TERMS OF THIS SECRECY AGREEMENT TO BOTH HOECHST FIBERS INDUSTRIES AND DANIEL INTERNATIONAL CORPORATION.

WITNESSES:

SIGNATURE

TITLE

SEAY_HAMMETT000189

EXHIBIT H

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF SPARTANBURG)

DENNIS SEAY and LINDA SEAY,)
)
 Plaintiffs,)

-vs-

Civil Action No.:
2013-CP-42-03915

3M COMPANY, et al.,)
)
 Defendants.)

The 30(b)(6) Videotaped Deposition of BRUCE T. BOWYER was taken on behalf of the Plaintiffs at the Holiday Inn Express Hotel and Suites, 161 Sha Lane, Spartanburg, SC, 29307 on Thursday, the 18th day of December, 2014 commencing at 9:40 a.m. before Tammera R. Thomason, a Certified Stenographic Reporter and Notary Public within and for the County of Spartanburg, State of South Carolina.

Page 2	Page 4
1 APPEARANCES: 2 FOR THE PLAINTIFFS: MS. JESSICA DEAN, ESQUIRE 3 SIMON, GREENSTONE, 4 PANATIER, BARTLETT 5 3232 McKinney Avenue, Suite 610 6 Dallas, TX 75204 7 FOR THE DEFENDANT: MR. S. CHRISTOPHER COLLIER, ESQUIRE 8 (Seay & Hammett) HAWKINS, PARNELL, THACKSTON & YOUNG 9 CNA Holdings, Inc. 4000 SunTrust Plaza 10 303 Peachtree Street NE 11 Atlanta, GA 30308-3243 12 FOR THE DEFENDANTS: MR. ANDREW S. ROGERS, ESQUIRE 13 (Seay case) EVERT, WEATHERSBY, HOUFF 14 Spirax Sarco, Inc. 3455 Peachtree Road NE, 15 (Hammett case) Suite 1550 16 CBS Corp. Atlanta, GA 30326 17 Ingersoll Rand Co. 18 Spirax Sarco, Inc. 19 FOR THE DEFENDANTS: MR. ROBERT O. MERIWETHER, ESQUIRE 20 (Seay case) NELSON, MULLINS, 21 Crane Co. RILEY & SCARBOROUGH, LLP 22 Chicago Pneumatic 1320 Main Street, 17th Floor 23 Aurora Pump Co. Columbia, SC 29201 24 (Hammett case) 25 Crane Co. Aurora Pump Co. Crosby Valve FOR THE DEFENDANT: MR. JOSEPH E. THOENSEN, ESQUIRE (Seay and Hammett) RICHARDSON PLOWDEN William Powell Co. 1900 Barnwell Street Columbia, SC 29201 FOR THE DEFENDANT: MS. JANICE HOLMES, ESQUIRE (Seay Case Only) GALLIVAN, WHITE & BOYD, P.A. York Int'l 1201 Main Street, Suite 1200 Columbia, SC 29201	1 INDEX TO EXAMINATIONS: 2 PAGE: 3 Direct Examination by Ms. Dean 7 4 Cross Examination by Mr. Collier 310 5 Cross Examination by Mr. Meriwether 328 6 Redirect Examination by Ms. Dean 340 7 Recross Examination by Mr. Meriwether 349 8 Certificate of Transcript 352
1 APPEARANCES (cont'd): 2 FOR THE DEFENDANTS: MR. SCOTT E. FRICK, ESQUIRE 3 (Seay case) HAYNSWORTH, SINKLER, BOYD, P.A. 4 FMC Corp., One North Main, 2nd Floor 5 (Construction Equip Greenville, SC 29601-2772 6 Group and 7 Chicago Pump) 8 (Hammett case) 9 FMC Corp., 10 (Chicago Pump and 11 Goulds Pumps, Inc.) 12 FOR THE DEFENDANT: MS. STEPHANIE G. FLYNN, ESQUIRE 13 (Seay & Hammett) GALLIVAN, WHITE & BOYD, P.A. 14 Sulzer Pumps (US) 55 Beattie Place, Suite 1200 15 Greenville, SC 29601 16 FOR THE DEFENDANT: MR. DANIEL B. WHITE, ESQUIRE 17 (Via Telephone) GALLIVAN, WHITE & BOYD, P.A. 18 (Seay & Hammett) 55 Beattie Place, Suite 1200 19 Flowserve Corp. Greenville, SC 29601 20 1/1/a Duriron Co. 21 FOR THE DEFENDANT: MR. MARK I. TIVIN, ESQUIRE 22 (Via Telephone) O'CONNELL, TIVIN, 23 (Seay & Hammett) MILLER & BURNS, LLC 24 John Crane 135 LaSalle Street, Suite 2300 25 Chicago, IL 60603 FOR THE DEFENDANT: MS. ELISABETH CHEATHAM BOND, ESQ. (Via Telephone) HAWKINS, PARNELL, THACKSTON & YOUNG (Seay and Hammett) 4000 SunTrust Plaza CNA Holdings, LLC 303 Peachtree Street NE 1/1/a Celanese Corp. Atlanta, GA 30308-3243 FOR THE DEFENDANT: MR. DAVID A. ROOT, ESQUIRE (Via Telephone) KERNODLE, ROOT & COLEMAN (Seay and Hammett) 914 Folly Road, Suite 2 Hoke P.O. Box 13897 Charleston, SC 29422-3897 FOR THE DEFENDANT: MR. MICHAEL JAMES BOGLE, ESQUIRE (Seay case only) WOMBLE, CARLYLE, SANDRIDGE & RICE Goodyear 550 South Main Street Suite 400	1 INDEX TO EXHIBITS: 2 Defendant's Nos.: 3 1. Cross-Notice to Take the Oral Videotaped 18 4 Deposition of CNA Holdings, LLC 5 2. Defendant CNA Holdings, LLC's Objections and 18 6 Responses to Plaintiffs' third Amended Notice 7 to Take the Oral Videotaped Deposition of CNA 8 Holdings, LLC 9 Plaintiff's Nos.: 10 1. Plaintiffs' Third Amended Notice to Take the 17 11 Oral Videotaped Deposition of CNA Holdings, LLC 12 2. Industrial Hygiene Foundation Records 231 13 3. ASME Membership List Jan, 1953 166 14 4. 3/1/1972 Maintenance Contract 279 15 5. 1957-58 Article from National Safety council 208 16 6. 1965 National Safety Congress Article 261 17 "Dust Hazards Related to Health" 18 7. Waste Report 43 19 8. 11/7/88 Hoechst Celanese Interoffice Memo 255 20 9. N/A 21 10. 10/1933 Article Published by ASME 171 22 "The Control of Industrial Dust" 23 11. 2/1935 Articles published by ASME 175 24 12. 5/1939 Articles published by ASME 179 25 13. 4/15/1981 MSDS for Crane 2150 90 14. "Occupational and Nonoccupational Exposures 154 to Asbestos" article by W.C. Hueper 15. 1972 "Criteria for a recommended standard 182 Occupational Exposure to Asbestos" from U.S. Dept of Health, Education and Welfare

Page 6 1 INDEX TO EXHIBITS (cont'd): 2 Plaintiffs Nos.: 3 16. 4/17/1991 Contractor's Safety Program Workbook 293 4 17. American Hoechst Corp., Spartanburg, SC 277 5 Maintenance Service Contract documents 6 18. Affidavit of Bruce T. Bowyer 268 7 19. N/A 8 20. "American Board of Industrial Hygienists 102 9 Code of Ethics" 10 21. N/A 11 22. N/A 12 23. 12/1944 "Practical Approach to Packing of 76 13 Chemical Pumps" article 14 24. 2/1963 Celanese Corp of America 215 15 Administration Procedures "Handling Matters 16 Relating to Commercial Hazards" 17 18 19 20 REPORTER'S NOTE: 21 THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH 22 MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER. 23 24 25	Page 8 1 MS. DEAN: This is Jessica Dean on behalf 2 of the Plaintiff. I'll agree that an objection 3 by one Defendant is good for all so that the 4 record can state defense objection, and folks 5 don't have to identify themselves unless 6 somebody asks. Is that okay? 7 MR. COLLIER: Fair. 8 MS. DEAN: I also understand this is being 9 taken pursuant to the Rules of Evidence and 10 Procedure in South Carolina. 11 I also obtained a series of documents 12 from CNA prior to the deposition that have Bates 13 labels at the bottom that say Seay_Hammett and 14 then a series of numbers. My question just in 15 terms of efficiency is, for those that are 16 marked in that fashion, can I assume that 17 those are authentic business records, or do I 18 need to go through each of them to establish 19 that? 20 MR. COLLIER: You do not need to go 21 through each of them to establish that, and I 22 would say that the -- just to clarify the 23 documents that you're talking about, -- 24 MS. DEAN: Sure. 25 MR. COLLIER: -- it's Seay_Hammett 0001
Page 7 1 THE VIDEOGRAPHER: We are on the video 2 record at 9:40:20. Today is December the 3 18th, 2014. The location is the Holiday Inn 4 Express and Suites, 161 Sha Lane, Spartanburg, 5 South Carolina. My name is Steve Godsey, and 6 the court reporter is Tammera Thomason. We both 7 represent HG Litigation Services. 8 This is Civil Action No. 9 2013-CP-42-03915 in the matter of Dennis Seay, 10 et al, versus 3M Company, et al. This is a 11 30(b)(6) deposition of CNA Holdings with Bruce 12 Bowyer. This video deposition is requested by 13 the Plaintiff's counsel, Simon, Greenstone, 14 Panatier, Bartlett, P.C. 15 Counsel having identified themselves 16 for the transcript, will the court reporter 17 please swear in the witness? 18 (BRUCE T. BOWYER, having been duly sworn, testified 19 as follows:) 20 DIRECT EXAMINATION BY MS. DEAN: 21 Q. Good morning. 22 A. Good morning. 23 Q. Before we get into questions, I just want to put 24 a few things on the record. So bear with me for one 25 second.	Page 9 1 through 2250, and those are the documents 2 that we produced in response to your notice of 3 deposition. 4 MS. DEAN: Okay. Great. 5 MR. COLLIER: In both Seay and Hammett, 6 obviously. 7 MS. DEAN: And then, although this 8 deposition is being taken in the Seay case, my 9 understanding is, the corporate representative 10 depositions of CNA that relate to general 11 matters, obviously, both sides preserve 12 objections to specific page and lines, can be 13 used in Hammett as well. So that we can forego 14 asking questions that have been asked in the 15 past when we do the Hammett transcript -- 16 MR. COLLIER: Correct. 17 MR. DEAN: -- after this? 18 MR. COLLIER: Correct. The general 19 questions that are asked in the Seay transcript 20 will apply to the Hammett case. So that the 21 exact same questions do not have to be reasked. 22 MS. DEAN: You also produced to me, but 23 they didn't have Bates labels on them, a series 24 of former corporate representative 25 depositions. Do we have an agreement to use

Page 10	Page 12
1 those as well, or should I cover territory 2 that's covered there with him? 3 MR. COLLIER: What do you mean by "use" 4 them? 5 MS. DEAN: Page, line them as -- I mean, I 6 think under the rules we would be allowed to 7 anyway by virtue of them being admissions by the 8 party, but you produced a bunch of -- 9 MR. COLLIER: We produced all of Mr. 10 Bowyer's prior testimony that he's given as a 11 corporate representative on behalf of CNA 12 Holdings or any related entities. 13 MS. DEAN: Let me start with those. Can I 14 rely on those, or do I need to in this 15 transcript reask those questions? 16 MR. COLLIER: You do not need to go back 17 and reask every single question that was asked 18 in those prior transcripts. You can rely 19 on his testimony from those prior transcripts. 20 MS. DEAN: There were also depositions from 21 other folks, like Chuck -- 22 MR. COLLIER: Chuck Laubly -- 23 MS. DEAN: Thank you. 24 MR. COLLIER: -- and Ernie Dixon. 25 MS. DEAN: Yes, that were -- I looked at	1 MR. COLLIER: And let me -- 2 MR. WHITE: Jessica. 3 MR. COLLIER: Let me state -- 4 MR. WHITE: Jessica, excuse me. This is 5 Danny White. I have a question. The 6 stipulation which you're asking the witness 7 about about using these prior transcripts, 8 I'm assuming this is simply an agreement between 9 the Plaintiff Seay and Hammett with CNA 10 Holdings. You're not seeking to have -- to use 11 these against other parties who may or may not 12 have been at those depositions those, these 13 undisclosed depositions? 14 MS. DEAN: They were disclosed both by CNA 15 and by us, and I don't foreclose the possibility 16 that they would be used in some other capacity 17 against other parties, but the agreement to use 18 them without objection right now is just 19 something I'm seeking from CNA based on the fact 20 that they were prior admissions. 21 MR. WHITE: Thank you for that. 22 I do want to ask, the prior 23 depositions were identified when? 24 MS. DEAN: They were part of the same 25 production, at least the initial production from
Page 11	Page 13
1 them, that were corporate representatives that 2 got into a lot of state of the art information. 3 Are those depositions that would be objected to 4 because they were in a different jurisdiction or 5 anything of that nature, or can we rely on those 6 as well at trial? 7 MR. COLLIER: Those are CNA's former 8 medical director and corporate industrial 9 hygienist. You can rely on those depositions. 10 Both of those gentlemen are deceased. Mr. 11 Bowyer can -- you know, to the extent that you 12 have any questions that you want to ask him 13 about that testimony and to the extent that he 14 can answer, he can respond to questions about 15 those. 16 MS. DEAN: Okay. But as to my question of 17 whether -- because I was aware of both their 18 title and that they were in a corporate 19 representative role at least in the depositions 20 that you produced. And so would there be an 21 objection to globally using those depositions, 22 obviously, with the asterisks that both sides 23 might have page, line objections? 24 MR. COLLIER: No, there's no objection. 25 MS. DEAN: Okay.	1 CNA that had the Seay and Hammett Bates label. 2 There was a second small production that came, I 3 don't know, about a week ago, but the original 4 large production had a series of depositions in 5 it. There were about a half dozen, maybe closer 6 to a dozen depositions along with those 7 approximately 2,000 pages of documents. 8 MR. WHITE: Those were -- that production 9 was in late August of this year? 10 MS. DEAN: I don't recall precisely, but 11 that sounds right, and Mr. Collier is nodding 12 yes. I recall though that Mr. Meriwether and 13 others had asked that those be produced, and 14 they were within 48 hours of us getting them 15 to everyone by us. 16 MR. WHITE: Okay. Thank you. 17 MR. COLLIER: Danny, if you need copies of 18 them, just let me know. I mean, I can't do 19 anything about it right this second, but I can 20 get you copies of them tomorrow if you don't 21 have them. 22 MR. WHITE: I don't want to belabor the 23 point. I do have the August production. I 24 don't have what was produced in the last week, 25 but I've been in depositions all week. Sorry

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1 for the interruption. Thank you.
 2 MS. DEAN: And the last like 30 pages or so
 3 were produced by e-mail with that giant South
 4 Carolina list I think where it's likely that it
 5 got to you or Stephanie via e-mail.
 6 MR. WHITE: Okay.
 7 MS. DEAN: But, if not, let us know.
 8 MR. WHITE: Thank you.
 9 MR. COLLIER: And the one other thing that
 10 I wanted to add is that Mr. Bowyer is here to
 11 testify on behalf of CNA Holdings in connection
 12 with the Spartanburg, South Carolina facility
 13 that was owned at one time by Hoechst Celanese
 14 and related entities. He's not going to be
 15 offering any testimony about any other CNA
 16 facilities.
 17 MS. DEAN: We don't agree to that, and let
 18 me explain. In that I understand that for both
 19 Mr. Seay and Mr. Hammett that the sole exposures
 20 and work time occurred at that facility, and so
 21 in that regard I think questions that relate to
 22 those subjects would be limited to that
 23 facility. But broader questions like state of
 24 the art, if it was learned from the corporate
 25 office or learned at the Bishop office, if

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1 testing was done in another location; things
 2 like that I believe are broader. They go to
 3 what the company knew.
 4 So while I agree that as we're talking
 5 about exposure issues that this one facility is
 6 at issue in talking about what pumps, for
 7 instance, were at the Shelby plant wouldn't be
 8 pertinent, I don't agree that that applies to
 9 all of the topics in the notice.
 10 MR. COLLIER: Okay. We'll take those as
 11 they come up.
 12 MS. DEAN: That makes good sense to me.
 13 Anything else?
 14 MR. ROGERS: I think someone from the hotel
 15 just brought a fax in for you.
 16 MS. DEAN: Yes. One moment.
 17 If there's nothing else, I think we'll
 18 get to the questioning part.
 19 BY MS. DEAN:
 20 Q. You understand that, although we're in a hotel
 21 right now, the oath that you just took has the same
 22 import as if you were sitting right in front of the jury
 23 in front of the judge in a courtroom. Right?
 24 A. Yes, I do.
 25 Q. And - I'm Jessica Dean. We met for a half a

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1 minute before we started, but I represent the family in
 2 this case and I'm going to be asking you some questions.
 3 First of all, because we may be showing
 4 this to the jury, do you mind introducing yourself?
 5 A. I'm Bruce Bowyer.
 6 Q. Okay. And, Mr. Bowyer, you understand that
 7 today we didn't actually send a subpoena or a letter
 8 asking to talk to Mr. Bowyer. Our intent was to learn a
 9 little bit about Celanese, and we sent out a notice with
 10 the different areas that we were concerned about, and you
 11 were picked as the person to represent the company. Is
 12 that fair?
 13 A. Yes.
 14 Q. Okay. In this role as corporate representative,
 15 if there's ever a time when you believe you cannot speak
 16 on behalf of the company, will you let me know?
 17 A. Yes.
 18 Q. Okay. And acting in this role of in an asbestos
 19 case where someone believes they got sick from being
 20 exposed to asbestos, you have been called to do this
 21 before in the past over the course of half a dozen years?
 22 A. Oh, it's been longer than that, but yes.
 23 Q. Okay. My understanding is that Celanese has
 24 gone through different name changes from Fiber Industries
 25 to Hoechst Celanese to now something that sounds very

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1 official, CNA Holdings, LLC. Is that true?
 2 A. Yes.
 3 Q. Unless I want to talk about a different
 4 location, I'm just going to reference the Hoechst
 5 Celanese plant in Spartanburg as Celanese. And, if you
 6 need clarification, will you let me know?
 7 A. That helps me a lot.
 8 Q. Okay. Perfect.
 9 A. Thank you.
 10 Q. Less words is always helpful.
 11 (Plaintiff's Exhibit No. 1 was marked for
 12 identification.)
 13 BY MS. DEAN:
 14 Q. The first thing I just want to do is hand you
 15 what I've marked as Exhibit 1, and this is just our copy
 16 of our notice that we gave Celanese as lawyers in order
 17 to let them know what we wanted to talk about today. Did
 18 you have a chance to look at that?
 19 A. Yes, I have.
 20 Q. Okay. Are you prepared to talk about all the
 21 different subject areas that were listed on that notice?
 22 A. Most of them, yes.
 23 Q. Okay. Is there any of them that you can
 24 identify for me where you don't believe you are either
 25 prepared or in a position to speak on behalf of the

Page 18 1 company? 2 (Defendant's Exhibit Nos. 1 and 2 were marked for 3 identification.) 4 MR. COLLIER: Jessica, while he's looking 5 at that, would you mind if I just go ahead and 6 just note for the record that we've marked as 7 Defendant's Exhibit No. 1 our Cross-Notice To 8 Take The Videotaped Deposition of CNA Holdings, 9 LLC, and as Defendant's Exhibit No. 2, our 10 Objections and Response to Plaintiff's Third 11 Amended Notice To Take The Oral Videotaped 12 Deposition of CNA Holdings? 13 MS. DEAN: Okay. 14 A. The only one that I can't really address and 15 don't know of anyone who can is the purchasing personnel 16 that were on-site during the time of Mr. Seay's and Mr. 17 Hammett's employment. 18 BY MS. DEAN: 19 Q. Okay. So topic 11? 20 A. Right. 21 Q. Okay. Great. 22 A. You want me to keep this? 23 Q. You know, as we look through exhibits, if you 24 just want to pile them up or keep them aside. Some of 25 them I'll come back to. Some of them I won't.	Page 20 1 Q. For this AAA Environmental, were you actually 2 doing contract work on asbestos abatement projects? 3 A. No. Excuse me. I was doing field work. AAA 4 Environmental does not do abatement. 5 Q. Okay. 6 A. They do project plans for abatement work -- 7 Q. Okay. 8 A. -- and work with the contractors that do the 9 abatement and provide oversight for the building owner. 10 Q. Okay. So I thought with abatement being one of 11 the As that I knew what was going on. I'm glad I 12 clarified. 13 In assisting people and being involved in 14 the abatement projects, have you received any training on 15 the requirements for doing asbestos abatement work? 16 A. Yes, I have. 17 Q. Okay. And from that training, you've 18 understood -- and I don't mean to say this is the only 19 time you've understood it, but you've understood that 20 asbestos is a toxic substance that can cause a variety of 21 deadly diseases? 22 MR. COLLIER: Object to the form. 23 A. I understand that asbestos has hazards 24 associated with it. 25 BY MS. DEAN:
Page 19 1 My understanding is, you started working 2 for Celanese in 1973? 3 A. That's correct. 4 Q. And then when did you retire from Celanese? 5 A. The end of 2000 -- actually the 1st of January, 6 2002. 7 Q. And then you went from there to owning your own 8 business or being part of a -- as a consulting firm of 9 some sort? 10 A. I have my own consulting firm. 11 Q. I saw something that was called AAA 12 Environmental or something like that. Can you tell me 13 the name of that company and what your role in it was? 14 A. The company is doing business as AAA 15 Environmental. 16 Q. Okay. 17 A. The I guess corporate name of the company is 18 Asbestos Abatement Associates, and I was a -- probably 19 what you would call a contract employee for them. 20 Q. How long were you doing that? 21 A. Probably on the order of 10 years. 22 Q. Okay. 23 A. Just recently within the last year and a half -- 24 and actually I still have an affiliation with them, but 25 not doing much work with them these days.	Page 21 1 Q. And it's not just that there are hazards. The 2 particular hazards associated with it are known to cause 3 death through a variety of different ways. 4 MR. COLLIER: Object to the form. 5 A. I'm not a medical professional. I can measure 6 pressures. I can read literature on what people believe 7 are problems with asbestos, but I can't as a professional 8 talk about the diseases that it causes, other than what 9 I've read and learned. 10 BY MS. DEAN: 11 Q. Okay. And just so everyone is on the same page, 12 my understanding is your educational background is, 13 first, as an engineer, but you're not just a professional 14 engineer. You're a certified industrial hygienist. 15 A. That's correct. And, to be technical, I retired 16 my professional engineering license. 17 Q. Oh, okay. 18 A. So I'm not a professional engineer anymore, even 19 though my knowledge has not changed. 20 Q. In terms of the knowledge that you've gained, 21 both as a professional engineer and a certified 22 industrial hygienist, one of the things that you've 23 learned or read about is that asbestos is associated with 24 different deadly diseases? 25 MR. COLLIER: Object to the form.

Page 22 1 A. I've learned that asbestos is associated with 2 different health problems, yes. 3 BY MS. DEAN: 4 Q. Are you aware that one of them is asbestosis? 5 A. Yes, I am. 6 Q. And that that can cause a person to die from 7 scarring in the lung? 8 MR. COLLIER: Object to form. 9 A. I really can't address whether or not asbestos 10 can cause -- asbestosis can cause death. 11 BY MS. DEAN: 12 Q. Okay. And that's part of what I'm trying to 13 figure out in your background. Is part of what you've 14 learned as an engineer and a certified industrial 15 hygienist that asbestos exposure is also linked to 16 different types of cancer? 17 A. I understand that there is information out there 18 that searched that asbestos exposure can cause different 19 health effects, yes. 20 Q. Okay. In working with not just this AAA but 21 working as an industrial hygienist, you're very aware 22 that there are strict guidelines that govern how you 23 abate or take asbestos out relating to the health hazards 24 we just talked about. 25 A. Yes. OSHA has very stringent regulations, and	Page 24 1 does the folks at AAA happen to have any of the materials 2 of the training that you provided about asbestos 3 abatement? 4 A. I would assume they still have those. They 5 still provide that training. 6 Q. Okay. Can you give me kind of in broad strokes, 7 because I presume that the training lasted more than a 8 couple of minutes, so kind of just broad strokes the 9 nature of the training? 10 A. Well, it depends upon who was being trained. As 11 I recall, and it's been a couple of years since I've 12 actually trained anyone, the workers had four days of 13 training, and the supervisors, asbestos abatement 14 supervisors had five days of training. 15 There was also training for I think what 16 was called class 3 workers, who did minor jobs related to 17 other repairs, and I believe that was three days. It 18 covered the physical characteristics of asbestos, where 19 it was found, how it was used, what it was used for, what 20 you had to look for when you were going into a building, 21 what kind of protective measures that had to be taken, 22 including isolating the area where work was done, what 23 kind of personal protective equipment, including 24 respirators, had to be used, what kind of monitoring had 25 to be done, both on employees and areas surrounding the
Page 23 1 EPA does as well. 2 Q. And what you've seen with your own eyes is that, 3 when asbestos abatement is happening, people have to take 4 a lot of precautions, from wearing HazMat suits, to 5 wearing respirators, to handling the asbestos in 6 particular ways, to barriers and other things to make 7 sure that when you're working with this hazardous 8 substance you're working with it in an appropriate 9 manner. Do you agree? 10 MR. COLLIER: Object to the form. 11 A. Yes. I used to provide training to the people 12 that actually did the abatement when I did some contract 13 work with AAA. 14 BY MS. DEAN: 15 Q. Let me pause for one second. 16 MS. DEAN: Was that because it was 17 compound? 18 MR. COLLIER: Yes. 19 MS. DEAN: Do you really want me to break 20 it all down? 21 MR. COLLIER: No, that's okay. 22 MS. DEAN: Okay. Because I agree with you 23 it was compound. 24 BY MS. DEAN: 25 Q. Do you happen to have any of the materials or	Page 25 1 abatement, how to clean once the physical removal was 2 done and then the inspection process after the abatement 3 contractor believed that they were finished and 4 appropriately cleaned. That's a fairly good summary I 5 think. 6 Q. Okay. I want to follow up just with a few of 7 the things. You know, you talked about that there was 8 training that went on for multiple days, regardless of 9 which category you -- 10 A. right. 11 Q. -- fell into. 12 When working with a hazardous substance, do 13 you agree it's important not only to know about the 14 hazard, but why you're taking the steps you're taking in 15 order to protect yourself? 16 MR. COLLIER: Object to the form. 17 A. When you're working with a substance or physical 18 hazard, whatever it may be, it's important that the 19 individual working with that hazard is aware of what that 20 hazard is and how to manage it. 21 BY MS. DEAN: 22 Q. And one of the most basic principles of 23 industrial hygiene and also just kind of as a practical 24 matter, people are more empowered and more incentivized 25 to follow rules if they don't understand why they exist?

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1 MR. COLLIER: Object to the form.
 2 A. If -- I don't know if I agree with that or not.
 3 In my experience sometimes explaining to people what the
 4 problem is doesn't make them comply. I agree that's the
 5 tact that should be taken, yes.
 6 BY MS. DEAN:
 7 Q. In other words, there's some people where that's
 8 still not going to be enough, but that's a starting
 9 point?
 10 A. That's correct.
 11 Q. Okay. You mentioned that one of the protective
 12 measures that were trained about when dealing with
 13 asbestos is isolation. Why is that important?
 14 A. Because asbestos can become airborne, and if the
 15 area is not isolated, then the asbestos fibers can get
 16 out of the area that's of containment.
 17 Q. You also mentioned using things like respiratory
 18 devices. Would you agree with me that it's understood
 19 that basic dust masks, that, you know, a lot of people
 20 have seen those white dust masks that go over your face
 21 and then have a string, are not sufficient to keep out
 22 the asbestos fibers, that they can go through the mask
 23 and be breathed in and that's why you have to use things
 24 like dual cartridge filters and things of that nature?
 25 MR. COLLIER: Object to the form.

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1 Q. Okay.
 2 A. I do work for -- and I'm going to be a little
 3 longer than I should be, but AAA Environmental used to do
 4 training and field work.
 5 Q. Okay.
 6 A. They ran into some problems, business problems,
 7 and they sold the field work part of it to a company
 8 called Crossroads Environmental. I continue to work with
 9 Crossroads doing field work industrial hygiene and have
 10 some active projects going on with them, nothing right at
 11 this moment, but some planned for the very near future.
 12 Q. Outside of the work with Crossroad Environmental
 13 and then your role today going back to Celanese and
 14 acting as a corporate representative, is there any other
 15 work that you're doing for pay?
 16 A. All the work I do is for pay.
 17 Q. Okay.
 18 A. I'm not knocking on doors, because, you know,
 19 I'm 68 and kind of winding down, but if somebody calls me
 20 I will go to work if I feel qualified.
 21 Q. Okay. Is that through Crossroad Environmental,
 22 or do you do consulting --
 23 A. No, I have my own business.
 24 Q. What's the name of that business?
 25 A. BTB Consulting, Incorporated.

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1 A. The OSHA standard or the OSHA regulators
 2 believed at some -- at one point in time that the dust
 3 masks were adequate. They changed that regulation at
 4 some point in time to not allow those respirators
 5 anymore.
 6 BY MS. DEAN:
 7 Q. Do you have an understanding for why that change
 8 was made? I think my question was trying to ask that,
 9 although maybe not very well.
 10 A. I'm not aware of the background on why they
 11 changed.
 12 Q. Okay. You also mentioned cleanup. Are you
 13 aware that a lot of methods of how you clean it up have
 14 to be specialized; because if you used an ordinary
 15 vacuum, for instance, the fibers are so small that they
 16 wouldn't be collected?
 17 A. When cleaning up asbestos you have to use wet
 18 methods. You have to use HEPA, which is high efficiency
 19 particulate air filter, equipped vacuum cleaners, yes.
 20 Q. I spent a little bit more time on that than I
 21 intended, but I appreciate your answers.
 22 I think you said over the last couple of
 23 years you haven't been doing much work for AAA. Where
 24 are you at now?
 25 A. Well, I'm semi-retired.

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1 Q. And how long have you had that business?
 2 A. Since the fall of 2001.
 3 Q. And do you have any written materials about how
 4 to handle asbestos or asbestos matters?
 5 A. No, I don't.
 6 Q. Okay. One of the things that you said that was
 7 part of the training going back to the time that you were
 8 at AAA Environmental was kind of identifying where the
 9 asbestos might be. Do you remember that?
 10 A. Well, that's not the role of the worker or the
 11 supervisor.
 12 Q. Okay.
 13 A. That's done by what's called an inspector.
 14 Q. Okay.
 15 A. And that's another I believe three day course,
 16 which I also trained on.
 17 Q. And you know from not only learning this, but I
 18 guess training on it that some of the areas where
 19 asbestos was historically being used in industrial plants
 20 was in gaskets that were used to create seals either in
 21 lines or in equipment.
 22 A. Asbestos was used in gaskets in industry, yes.
 23 Q. Also asbestos was being used in packing glands
 24 that were used in the stem of a pump or in a valve.
 25 A. In some cases, yes.

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1 Q. You're also aware that one of the areas that
2 asbestos was used in plants historically in going back to
3 the '50s, '60s, '70s and for some things even later was
4 in insulation.

5 A. Back from the '50s and '60s to the early '70s.

6 Q. Okay.

7 A. It stopped being used -- it actually stopped
8 being made in the early '70s.

9 Q. Now, as it relates to Celanese, a company that
10 you were working for, you're aware that for at least
11 those three products that I just mentioned, asbestos
12 gaskets, packing and insulation, that all of those were
13 being used at Celanese in the Spartanburg location?

14 MR. COLLIER: Object to the form.

15 A. At some point in time all of those were present
16 in that facility, yes.

17 BY MS. DEAN:

18 Q. And my understanding is that you were involved
19 with the first efforts to remove at least some -- start
20 the removal process of some asbestos products in 1978.
21 Is that right?

22 A. Not if I understood your question. That's when
23 I first became involved with it. There were activities
24 related to asbestos abatement prior to me getting
25 involved with it.

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1 Q. Do you have any paperwork that demonstrate that?
2 And I'll just represent to you I found documentation
3 starting in 1978 discussing demolition and removal
4 procedures for asbestos products, but I didn't see
5 anything before 1978. So that's a long way of asking,
6 have you?

7 A. Yes, I have. When I came into this role in
8 1978, I took an existing procedure and either updated or
9 created a new one based on that. I didn't create
10 something that didn't exist.

11 Q. Do you know where that existing procedure is?

12 A. It probably got tossed would be my guess.
13 Because once we create a new one, there's no reason to
14 keep the old one.

15 Q. Do you recall what changes were made when you
16 determined that it needed to be updated and worked on
17 updating it in '78?

18 A. The main reason for making the change was
19 because of a change in the OSHA regulation.

20 Q. Okay. Do you know when the first written
21 documentation came out addressing asbestos and the
22 handling of asbestos by Celanese?

23 A. Not specifically, no.

24 Q. Okay. Do you know if it was before OSHA or if
25 it was after OSHA?

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1 A. My recollection would be that it was when OSHA
2 came out.

3 Q. Okay. Given the time frame that you did work
4 for Celanese over the course of several decades, do you
5 consider yourself as a former employee loyal to the
6 company?

7 A. I'm not sure what you mean by "loyal". I have
8 no allegiance to the company now.

9 Q. Okay. Outside of reviewing -- well, let me ask
10 you, did you review the documents that have the
11 Seay-Hammett label at the bottom that were produced in
12 this case?

13 A. Yes, I did.

14 Q. Okay. Did you review anything else in
15 preparation for today's deposition?

16 A. Well, the Seay, Hammett and Thompson
17 depositions, but I think they're part of that package.

18 Q. Okay. In other words, Mr. Seay's deposition and
19 Mr. Hammett's depositions you've reviewed?

20 A. And Mr. Thompson's.

21 Q. Okay. The co-worker?

22 A. Yes. And the Dixon and Laubly depositions, I
23 reviewed those.

24 Q. Okay. Anything else?

25 A. Could be, but I can't say specifically what it

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1 might have been. I would have to go back and try and see
2 what I've reviewed, and I can't think of anything.

3 Q. Okay. If at any point in looking at something
4 or talking about it triggers a memory of other things
5 you've looked at, will you let me know?

6 A. Oh, the notice of deposition.

7 Q. Oh, yep.

8 A. Okay.

9 Q. Perfect. And if something else pops in your
10 head, let me know.

11 How were the documents that were labeled
12 Seay and Hammett obtained?

13 MR. COLLIER: Object to the form.

14 A. Through counsel.

15 BY MS. DEAN:

16 Q. Okay. So you weren't involved with the actual
17 search of those documents?

18 A. No, I was not.

19 Q. Do you know anything about the parameters of
20 that search, in other words, how they determined which
21 documents to produce and which ones not to?

22 A. No, I do not.

23 Q. Okay. I reviewed some of your past transcripts
24 in the hopes of, for the most part, not covering ground
25 that's been covered. But there were some questions asked

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1 of you about individuals who were representatives of
2 Celanese in the past and whether you have ever read their
3 depositions, and I just want to go through that list and
4 see, if from that point in 2011 to now, if you ever asked
5 or had an opportunity from Celanese lawyers to review
6 this testimony.

7 A. I'm sorry. Why 2011?

8 Q. That was the date of the deposition.

9 A. Of my deposition?

10 Q. Yes.

11 A. Oh, okay.

12 Q. So what I did is, I looked in the Billy Johnson
13 case, which was from January 14th, 2011, and he asked you
14 on four pages just a list of former Celanese
15 representatives and if you had had a chance to look at
16 their depositions. I just want to see if that's changed.
17 So I'm just going to go through a list of names for the
18 purpose of have you read that person's depo. Okay?

19 A. Okay. I may or may not remember, but --

20 Q. Okay.

21 A. -- I'll tell you if I remember.

22 Q. And I'm likely to butcher names.

23 MR. COLLIER: And I'm going to object just
24 to the extent that, without the actual testimony
25 in front of me or him, I don't know that they

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1 A. Herb Kolonder.

2 Q. Thank you.

3 Robert Mareck, M-A-R-E-C-K, Clyde Miller
4 and Rutherford Jose Rice, Deanne Shep, Ralph Schwausch,
5 S-C-H-W-A-U-S-C-H, and then a W.P. Bill Smith.

6 And my question is just, do you recall ever
7 reviewing the testimony of any of those individuals to
8 prepare yourself to know what the company knew about the
9 particular topics that we listed out that we're
10 interested in?

11 MR. COLLIER: And I want to object real
12 quickly, because I don't believe that all of
13 those were Celanese or CNA or former CNA
14 employees; but with that objection, go ahead and
15 answer.

16 A. Well, you forgot Dell Perry (phonetic), which
17 you circled instead of putting a rectangle around. Does
18 that --

19 BY MS. DEAN:

20 Q. I think that's very significant.

21 A. So I ignore that?

22 Q. For now, yes.

23 A. Okay.

24 Kathleen Admik, I do not recognize. Thomas
25 Jackson Davis, I don't. Ernest Dixon, yes. He was the

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1 were all former Celanese representatives. But
2 if that's what the transcript says, then I don't
3 have any issue with it. You can go ahead and
4 ask the names.

5 MS. DEAN: And I am relying on that
6 transcript as well, and so know that that's
7 where it's coming from.

8 BY MS. DEAN:

9 Q. But the main purpose of these questions is just
10 to see if you've seen --

11 A. Can I see the --

12 Q. -- the testimony from them.

13 Yeah.

14 A. That might be easier if I just go through and
15 tell you which ones I remember and which ones I don't.

16 Q. I will need to -- so that other people that
17 don't have this in front of them will have an opportunity
18 to hear the same names, but I've actually circled them.
19 And while you're reviewing it, you were asked about
20 Kathleen Admik, A-D-M-I-K, Lawrence Bickner (phonetic),
21 Darnell Hunter Chisholm, Frank Kokeck (phonetic), Thomas
22 Jackson Davis, S.J. DuBose, James Dewey, Kenneth Hajek,
23 H-A-J-E-K, Alonso Von Hoose, H-O-O-S-E, James Jackson,
24 Emmett Jenkins, Charles Johnson, Herbert Kolonder,
25 K-O-L-O-N-D-E-R.

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1 corporate medical director when I was in Salisbury. S.J.
2 Dubose, no. Lawrence Bergner, yes. He was the corporate
3 industrial hygienist when I was in Salisbury.

4 Q. Can I interrupt you for a moment?

5 A. Sure.

6 Q. So outside of whether you recognize them or not,
7 because I, for instance, know from the Bigner --

8 A. Bergner (phonetic).

9 Q. -- Bergner transcript that you knew he was a
10 corporate industrial hygienist, --

11 A. Right.

12 Q. -- all I'm looking for is whether you have been
13 provided their testimony so that you're aware of what
14 they said and what was wrote down when you're answering
15 these questions on behalf of Celanese.

16 A. Oh, okay. The only two that I -- and I don't
17 know if you asked me about Laubly or not, if that was in
18 your list. Ernie Dixon and Chuck Laubly are the only two
19 depositions that I've read recently.

20 Q. Okay.

21 A. And I don't remember reading the other ones. I
22 may have, but I don't remember any of those names. I
23 recognize the names, but --

24 Q. So I purposely left out those two because I knew
25 you had read them from what you told me just about 20

Page 38 1 minutes ago. 2 A. Okay. 3 Q. But as for the rest of them, while the names may 4 seem familiar, you can't recall as you're sitting here 5 ever being provided or reviewing their testimony? 6 A. I may have, but I can't recall. 7 Q. Okay. 8 A. Right. 9 Q. And certainly, if you can't recall if you even 10 read the testimony, knowing specifics about what they 11 knew during their time at Celanese is not something 12 you're going to be able to tell me or be prepared to tell 13 me? 14 A. I may be able to tell you something about it 15 because I know it and I may have learned it from them, 16 but I cannot tell you that it came from them. 17 Q. Okay. Although you started with Celanese in 18 1973, my understanding is that the start of your career 19 was not at the Spartanburg facility? 20 A. That's correct. It was in Salisbury. 21 Q. And you were in Salisbury for about 10 years 22 before going to New York and then Charlotte and then 23 finally Spartanburg. Is that right? 24 A. Yes. About 10 years, yes. 25 Q. So I don't need a precise number -- a precise	Page 40 1 Q. Okay. So in terms of how quickly or the methods 2 in which it takes a person's life, that's not training 3 you've ever had? 4 A. No, I have not. 5 MR. COLLIER: Object to the form. 6 BY MS. DEAN: 7 Q. Okay. Your role while at Celanese started off 8 as a project engineer, but in the late '70s you also 9 started getting involved with environmental and safety 10 issues and industrial hygiene issues. Is that fair? 11 A. Yes. 12 Q. Okay. During the time frame when you were at 13 Celanese, were you ever on the board of directors? 14 A. No. 15 Q. Were you ever an executive? 16 A. You have to define executive. Does that mean 17 officer of the company? 18 Q. An officer or director. 19 A. No. 20 Q. Did you ever decide things such as how much 21 money should be allocated into research for asbestos 22 hazards? 23 A. Celanese didn't do research on asbestos. 24 Q. Okay. Were you involved with the decision not 25 to do research on asbestos?
Page 39 1 year, but can you give me an idea, after going to the 2 Salisbury, New York and Charlotte facilities, when was 3 the first time you were assigned to the Spartanburg 4 facility, what year or what decade? 5 MR. COLLIER: Object to the form. 6 A. I transferred to Spartanburg in 1990. 7 BY MS. DEAN: 8 Q. Okay. And you know that that's well after the 9 time frame that Mr. Seay was working at that facility? 10 A. Yes. 11 Q. And I presume that you never had an opportunity 12 to meet Dennis Seay? 13 A. I have not. 14 Q. Are you aware whether he's alive right now? 15 A. I am not. 16 Q. And your job either while working at Celanese or 17 even after, have you ever had an opportunity to meet 18 anyone who suffers with the disease mesothelioma? 19 A. No, I haven't. 20 Q. Have you had any training or education at all 21 about the reality of that disease? 22 MR. COLLIER: Object to the form. 23 A. That to me would be medical training, and I have 24 had no medical training. 25 BY MS. DEAN:	Page 41 1 A. No. 2 MR. COLLIER: Object to form. 3 BY MS. DEAN: 4 Q. Were you ever the decision maker in terms of -- 5 let me back up. We talked kind of in broad strokes about 6 gaskets and packing and insulation being used at the 7 Celanese plant to contain asbestos. Have you seen 8 information that just in the Spartanburg plant there were 9 literally tons of asbestos materials that were removed 10 from that plant? 11 MR. COLLIER: Object to the form. 12 A. Have I seen information which says that? 13 BY MS. DEAN: 14 Q. Yes. 15 A. I have not seen any information which says that, 16 no. 17 Q. Okay. And so have you ever seen any abatement 18 records indicating how much asbestos was removed from any 19 Celanese plant? 20 A. I have not seen anything which documented the 21 total amount of asbestos containing products that were 22 removed, but my department was responsible for getting 23 permits for removal and the amount that was removed in 24 each particular project would be documented. 25 Q. Do those documents still exist?

Page 42 1 A. They would be at the plant, and we don't own the 2 plant anymore. 3 Q. Do you know if any efforts have been made to 4 obtain copies of those? 5 MR. COLLIER: Object to the form. 6 A. No, I don't know. 7 BY MS. DEAN: 8 Q. Would you agree with me that over the course of 9 the different permits that happened, while I don't expect 10 that you can give me an exact number, but there were tons 11 of asbestos materials that were removed from that 12 Celanese plant? 13 A. I - 14 MR. COLLIER: Object to the form. 15 A. Tons I believe is not an accurate 16 representation. Typically it was not done by weight for 17 one thing. And to sit here and try and estimate how much 18 was done, it was usually in square feet, cubic feet or 19 lineal feet. And, if the dumpsters were ever weighed 20 that it was put in, there might be some way of getting 21 the weight, but I don't have any feel for the amount of 22 weight that was taken out of the plant. 23 BY MS. DEAN: 24 Q. Have you seen information where looking at the 25 different amounts, and it wasn't just limited to	Page 44 1 when it was done. 2 Q. I'll relate to you that this was produced by 3 Celanese to some lawyers in North Carolina about the 4 Shelby plant, not about the Spartanburg plant, and ask 5 you just a follow-up. Do you know if any effort was made 6 to determine if there were similar waste documents for 7 the Spartanburg plant? 8 MR. COLLIER: Object to the form. 9 A. We did regulatory reporting on various things 10 that were emissions or wastes. I can't recall the form 11 of that. I mean, it's been, what, 13 years since I've 12 looked at something like this. So - we had to do the 13 regulatory reporting. If this is a regulatory report, 14 then Spartanburg had a similar report. 15 BY MS. DEAN: 16 Q. But at least in terms of as you sit now, whether 17 a search has been done to determine whether those reports 18 for Spartanburg exist is something you don't know. Is 19 that fair? 20 A. Whether or not - 21 MR. COLLIER: Object to the form. 22 A. - someone searched for these forms from 23 Spartanburg? 24 BY MS. DEAN: 25 Q. Yeah.
Page 43 1 asbestos, but different materials that were being removed 2 that in the '80s they did measure in terms of tons? 3 MR. COLLIER: Object to the form. 4 A. I'm not sure what - are you talking about the 5 waste products coming from the plant? 6 BY MS. DEAN: 7 Q. Yes. 8 A. That's typically how the waste contractor was 9 paid. The landfill was by weight. 10 Q. I want to hand you what I'm going to mark as 11 Exhibit 7. 12 MS. DEAN: And, Mr. Collier, I have a copy 13 of most things for everybody. There's some 14 things we're going to have to share. This one I 15 have copies. I'm going to mark this as Exhibit 16 7. 17 (Plaintiff's Exhibit No. 7 was marked for 18 identification.) 19 BY MS. DEAN: 20 Q. Is this a document - and I, obviously, want to 21 give you a little bit of time to review, but that you've 22 ever seen before? 23 A. It's really not identified. It looks like a 24 release document of - I mean, I've seen similar 25 documents, but I can't identify where this is from or	Page 45 1 A. I do not know that. 2 Q. Here they're reporting on the first page in 3 terms of release total in tons that in 1987 there were 4 22.4 tons of asbestos, and then they show for '88, 39.2, 5 and '89, 32.2. Do you see where I'm looking at? 6 A. Yes, I do. 7 Q. Okay. Are you in a position to tell me whether 8 that amount would be fairly typical if we were looking at 9 Spartanburg or whether it would be different? And, if 10 so, can you give me any information at all to better 11 understand this? 12 MR. COLLIER: Object to the form. 13 A. This would be site specific, and you can't say 14 that because Shelby did this much that Spartanburg did 15 more or less. 16 BY MS. DEAN: 17 Q. It references in 7, point 7., which is on the 18 second page of Exhibit 7, that "Asbestos waste is 19 expected to greatly increase over the next 5 years." Do 20 you see that? 21 A. I do. 22 Q. Do you have any idea why the amount of asbestos 23 waste as late as the late '80s, I mean, we would be going 24 five years then into the '90s, would be increasing? 25 A. No, I don't.

Page 46 1 MR. COLLIER: Object to the form. 2 BY MS. DEAN: 3 Q. Do you know if that pattern was true at 4 Spartanburg? 5 MR. COLLIER: Object to the form. 6 A. Excuse me. No, I don't. 7 BY MS. DEAN: 8 Q. Okay. I'm just going to make a quick note. 9 Okay. Sorry about that. That's all I wanted to ask you 10 on that one for right now. 11 Were you ever the decision maker on how 12 much money was to be invested in removing asbestos waste 13 at the Celanese Spartanburg plant at any time? 14 A. Not really. The removal was done based on 15 project needs, process needs, equipment needs, repair 16 needs, maintenance needs. We didn't have a plan to go in 17 and over time replace all the insulation in the plant 18 that might contain asbestos. 19 Q. Okay. Are you able to give me at least a 20 partial list of the different asbestos products that 21 would constitute asbestos waste? You just mentioned 22 insulation. Are you able to tell me any of the other 23 things, whether it be siding or gaskets or packing, or do 24 you know? 25 MR. COLLIER: Object to the form.	Page 48 1 might have been. 2 Q. Okay. So you don't remember working with him at 3 all? 4 A. I could have, but I don't remember where or when 5 or where he was located. 6 Q. I'll represent to you that during the same time 7 frame that you were in the Spartanburg plant, meaning the 8 '90s, he was an industrial hygienist working there as 9 well. I don't know if that rings any additional bells or 10 not so that you have any memory of him. 11 A. When I went to work in Spartanburg in 1990, all 12 the industrial hygienists that worked for Celanese worked 13 for me. 14 Q. Okay. Give me a better idea of what your role 15 was while at the Spartanburg plant. It sounds like you 16 were working as an industrial hygienist. 17 A. I was the manager of the Department of 18 Environmental Safety and Health, and at some part of that 19 time I also had utilities and engineering. 20 Q. How many different industrial hygienists were 21 working at the company at that time? 22 A. At the company or the location? 23 Q. Location. 24 A. It varied. It was -- it varied from one to 25 three back to one I believe.
Page 47 1 A. Asbestos -- insulation containing asbestos would 2 be the primary one. 3 BY MS. DEAN: 4 Q. Okay. I want to ask you a little bit more about 5 the particular products that were at Celanese in a 6 moment, but just for some background, my understanding is 7 that Celanese as a company has been in operation for 8 quite a long time going back at least to 1930. 9 A. That's my understanding, yes. 10 Q. It's also a large company. Would you agree? 11 MR. COLLIER: Object to the form. 12 A. It was large at one time. 13 BY MS. DEAN: 14 Q. At least in the '90s it was reported to be the 15 second largest chemical company in the western world. 16 Does that sound right? 17 MR. COLLIER: Object to the form. 18 A. I don't know that. 19 BY MS. DEAN: 20 Q. Okay. Did you know an industrial hygienist that 21 worked there at the same time as you by the name of Fred 22 Toca? 23 A. Fred Toca? 24 Q. Yes, T-O-C-A. 25 A. The name is familiar, but I can't recall who he	Page 49 1 Q. Do you think a lot of progress was made in terms 2 of industrial hygiene efforts and making the plant safer 3 during the tenure that you were there in the '90s? 4 MR. COLLIER: Object to the form. 5 A. We had a very active industrial hygiene program 6 at the plant. We did a lot of monitoring. We did a lot 7 of education. Can I say that it's better than before I 8 got there? I just would say it was different. 9 BY MS. DEAN: 10 Q. How so? 11 A. Just different regulations come along, and you 12 have to respond to them. Different corporate initiatives 13 come along. You've got to respond to them. It just -- 14 it can't -- an industrial hygiene program is not a static 15 thing. It's always changing based on new products coming 16 in, new raw materials, new technology that you learn 17 about that may be better than what you're using today. 18 Q. Are you aware of any examples of improvements 19 made by CNA at the Spartanburg facility when you were 20 there as it relates to asbestos? 21 MR. COLLIER: Object to the form. 22 A. Any improvements? 23 BY MS. DEAN: 24 Q. On how asbestos matters were handled at the 25 Spartanburg facility when you got there in the '90s.

Page 50 1 A. If there were any regulatory changes, we 2 responded to them, but I can't recall anything specific 3 during that time frame. 4 Q. Outside of the -- well, before I move away from 5 the Spartanburg facility, can you just give me an idea of 6 how large that facility was? 7 A. In physical size or employees or -- 8 Q. I want both. Let's start with physical size. 9 A. Well, the site itself is huge, probably well 10 over 100 acres. 11 Q. Okay. 12 A. There may be 20 to 50 acres under roof or in 13 buildings would be a better word, because some of them 14 are fairly open. Employees, as I recall, there was 15 around 1,800 in 1990 when I went there, and it reduced 16 some before I left. 17 Q. Okay. Do you know how many employees were there 18 in the '60s and '70s? 19 A. I have seen those numbers, but I do not recall 20 them. 21 Q. Do you know if it was a bigger -- if it was a 22 larger number or smaller? 23 A. Well, I can't tell you exactly when. The 24 numbers at some point were well over 2,000, but I can't 25 tell you when that was, but it was before 1990.	Page 52 1 Q. Okay. Some other locations that I've just seen 2 that I'd like to confirm is that there are locations in 3 Tarragona, Spain, Jalisco, Mexico, Frankfurt, Georgia, 4 one in Saudi Arabia, one in -- I may be saying this 5 wrong, but Lanaken, Belgium. Are you aware of these 6 locations as well? 7 A. Some of those, yes. 8 MR. COLLIER: Object to the form. 9 BY MS. DEAN: 10 Q. Oberhausen, Germany. 11 Is it fair to say that not only was there a 12 large facility in South Carolina in Spartanburg, but 13 there were facilities in other places in South Carolina 14 and other places in the United States and international 15 locations as well? 16 MR. COLLIER: Object to the form. 17 A. There were many locations throughout the world, 18 and I can't tell you where they all were or how many 19 there were. 20 BY MS. DEAN: 21 Q. Celanese is a company that throughout its 22 history had the means and resources to address and 23 respond to safety issues as they came up? 24 A. Safety was very important -- 25 MR. COLLIER: Object to the form.
Page 51 1 Q. Okay. Outside of the Spartanburg facility, what 2 are some other locations where Celanese had plants? 3 MR. COLLIER: Object to the form. 4 A. The Carolinas, New Jersey, Texas. I think there 5 was something in either Kentucky or Ohio, Virginia, and 6 I'm sure I missed some, but --oh, well, that's Carolinas. 7 California. 8 BY MS. DEAN: 9 Q. Okay. Do you know where in California? 10 A. I visited that plant, but I think it's near L.A. 11 I can't tell you any more direct than that. 12 Q. I think probably the more important question is, 13 do you know how long that plant had been around, what 14 decade it opened? 15 A. The one in California? 16 Q. Uh-huh. 17 A. No. I have no -- I have known. I visited that 18 plant when I was in corporate, did an audit there, but I 19 don't remember any of the -- I don't even remember what 20 they made there. 21 Q. Okay. Do you recall if they were present when 22 you started with the company in '73? 23 A. If they were present? 24 Q. If they had that facility in '73. 25 A. No, I do not know.	Page 53 1 A. -- to Celanese corporate management philosophy. 2 BY MS. DEAN: 3 Q. And outside of being very important, this is a 4 company that had the means, if they had desired to, to 5 take safety issues very seriously? 6 MR. COLLIER: Object to the form. 7 A. I really can't talk about the means they had. 8 BY MS. DEAN: 9 Q. If they wanted to pay for a ventilation system, 10 they had the resources to do it. Right? 11 MR. COLLIER: Object to the form. 12 A. If the ventilation system was needed and 13 justified, they would have the means to do it. 14 BY MS. DEAN: 15 Q. If they wanted to pay you \$112 an hour not to 16 act as a corporate representative but to consult them on 17 health issues, they certainly had the resources to do 18 that? 19 MR. COLLIER: Object to the form. 20 A. If they have a need, they would have the means 21 to do it, assuming the company was making money. 22 BY MS. DEAN: 23 Q. Well, first of all, is your rate still \$112 an 24 hour? 25 A. It's 112.50, --

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1 Q. Oh, okay. And —
 2 A. — which is what it's been for a long time.
 3 Q. Sorry to cut off some of it.
 4 A. That's important, too.
 5 Q. And I guess that's my question. As the
 6 corporate representative, when we're looking at the
 7 different safety decisions that were made by the company,
 8 are you aware of them ever not having the ability to seek
 9 professional advice or take safety measures where you
 10 felt like they were needed?
 11 MR. COLLIER: Object to the form.
 12 A. Celanese spent a lot of money on safety, safety
 13 programs, hiring consultants if needed. If the need was
 14 there, they spent the money to get it done.
 15 BY MS. DEAN:
 16 Q. Okay. Are you aware of any consultants that
 17 were hired in the medical field by Celanese at any point
 18 before litigation to advise them about hazards associated
 19 with asbestos?
 20 A. I'm not aware of any, no.
 21 Q. Okay. Are you aware of a single individual or
 22 consultant that was an industrial hygienist that they
 23 consulted before litigation to advise them about asbestos
 24 related health issues?
 25 A. I am not aware of any.

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1 MR. COLLIER: Object to the form.
 2 BY MS. DEAN:
 3 Q. Do you know what percentage of Celanese budget
 4 was actually dedicated to safety? A moment ago you had
 5 said that they invested in safety. Can you give me an
 6 idea of what that meant in any way?
 7 A. No, I really —
 8 MR. COLLIER: Object to the form.
 9 A. — I really can't. I have no idea what
 10 percentage it was. I can't even give you a quantity or
 11 an amount.
 12 BY MS. DEAN:
 13 Q. Just to push this further, do you even know if
 14 it was a half a percent?
 15 A. No, I don't.
 16 MR. COLLIER: Object to the form.
 17 BY MS. DEAN:
 18 Q. My understanding is that Celanese corporate
 19 headquarters were in New York?
 20 MR. COLLIER: Object to the form.
 21 A. The headquarters at one time was in New York,
 22 and then after the merger they moved to New Jersey.
 23 BY MS. DEAN:
 24 Q. Okay. About what time did they go from New York
 25 to New Jersey?

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1 A. Late '80s.
 2 Q. Okay. Since Mr. Seay was there in the '70s, I'm
 3 going to focus then on the New York part. Was that in
 4 New York City?
 5 A. Yes.
 6 Q. Do you know where?
 7 A. Yes. That's where I worked, Manhattan.
 8 Q. Okay. Where in Manhattan?
 9 A. 1211 Avenue of the Americas.
 10 Q. Do you know how many blocks that is away from
 11 Mount Sinai?
 12 A. From where?
 13 Q. Mount Sinai.
 14 A. I have no idea. I don't know where Mount Sinai
 15 is.
 16 Q. Okay. I'll represent to you it's in Manhattan
 17 as well but on the northern end, about a half a mile from
 18 that address. Did you know that before I told you that?
 19 A. I don't even know what Mount Sinai is.
 20 Q. Okay. Okay.
 21 MR. COLLIER: Jessica, when you get to a
 22 good breaking point, can we take 5 minutes?
 23 MS. DEAN: Sure. Now is good.
 24 And before we go off the record, at
 25 any point if anybody wants to pause, just let me

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1 know.
 2 THE VIDEOGRAPHER: This is the end of media
 3 unit 1 of the video 30(b)(6) deposition of Bruce
 4 Bowyer. We are off the video record at
 5 10:38:11.
 6 (A break was taken.)
 7 THE VIDEOGRAPHER: This is the beginning of
 8 media unit 2 of the 30(b)(6) deposition of Bruce
 9 Bowyer. We are back on the video record at
 10 10:52:53.
 11 BY MS. DEAN:
 12 Q. We were just talking a little bit about the
 13 background of Celanese, and my understanding is that each
 14 facility has a production department for whatever they're
 15 producing at a particular —
 16 A. Before we go on, can I back up a minute?
 17 Q. Sure.
 18 A. Because you were asking me about corporate
 19 headquarters, —
 20 Q. Yes.
 21 A. — and in the time of Mr. Seay's employment, the
 22 corporate headquarters for the Spartanburg facility was
 23 actually in New Jersey.
 24 Q. Okay. When did they move to New Jersey?
 25 A. As far as I know, it was always there. This was

Page 58 1 prior to the merger between American Hoechst and Celanese 2 Corporation. At that time the Celanese headquarters -- 3 and this is where we have to differentiate between 4 companies was in Manhattan. 5 Q. Okay. 6 A. The American Hoechst corporate headquarters was 7 in New Jersey. 8 Q. Okay. Where were they in New Jersey? 9 A. Well, I can't tell you that. I know they were 10 in New Jersey, but the ultimate corporate headquarters in 11 Bridgewater, which was I believe near where they were 12 before, but I -- they went to a bigger place. 13 Q. And when did the merger happen? 14 A. I think around 1987. 15 Q. Okay. Thank you for clarifying that. 16 In addition to having different facilities 17 and then a corporate headquarter, one of the departments 18 that Celanese had was a sales or marketing department. 19 Right? 20 A. Yes. 21 Q. They also had a law department? 22 A. Yes. 23 MR. COLLIER: Object to the form. 24 BY MS. DEAN: 25 Q. And a safety department?	Page 60 1 products that you would find in the Spartanburg facility. 2 A production plant of that nature is going to have miles 3 of piping. 4 MR. COLLIER: Object to the form. 5 BY MS. DEAN: 6 Q. Is that true? 7 A. Oh, that was a question. 8 Q. Yes. 9 A. I'm sorry. 10 Q. No, no. You're looking at me like -- 11 A. There was a lot of pipe in the plant. I can't 12 quantify it. 13 Q. There would have been thousands of different 14 types of valves that were being used throughout the 15 system. 16 A. There were a lot of valves. I can't quantify 17 the number. 18 Q. Give me an example of some of the different 19 types of valves that were being used at the plant. 20 A. Gate valves, globe valves, ball valves, 21 diaphragm valves. There may have been other types of 22 valves that I can't recall. 23 Q. Check valves would be throughout the plant as 24 well? 25 A. Certainly.
Page 59 1 A. Corporate or at the plant? 2 Q. Well, my understanding is, there was both, that 3 there was plant safety, and then there would be a 4 corporate safety department as well. 5 A. So you want the answer to both? 6 Q. If -- sure. 7 A. There was a corporate safety department, and 8 there was a safety department at the plant. 9 Q. Did you know any of the directors and officers 10 and decision makers that were part of the Hoechst group 11 that was in New Jersey? 12 MR. COLLIER: Object to the form. 13 A. In the 1970s, I did not. 14 BY MS. DEAN: 15 Q. Okay. 16 A. After the merger, I met some of the officers and 17 directors. 18 Q. Did you ever gain any information from them 19 about why they made any of the decisions they made 20 relating to asbestos health and safety issues? 21 MR. COLLIER: Object to the form. 22 A. No, I did not. 23 BY MS. DEAN: 24 Q. Okay. I want to spend a few minutes just 25 talking about the different types of equipment and	Page 61 1 Q. Did you ever actually, whether it was for 2 Celanese or at some other time in your career, do 3 maintenance on any type of valve? 4 A. Did I physically do the maintenance? 5 Q. Yes. 6 A. No, I did not. 7 Q. Have you observed it? 8 A. Yes, I have. 9 Q. Okay. Are you aware of any of the different 10 companies that supply valves to the Spartanburg facility? 11 A. I'm aware of the manufacturers' names. I may or 12 may not know the supplier. 13 Q. Okay. What are some of the manufacturer names 14 that you remember? 15 A. Crane, Powell. That was a long time ago. I'm 16 sure there were others. I just can't recall the names 17 right off the top of my head. 18 Q. Given that you remember Crane and Powell, were 19 those valves that at least, while not the only ones 20 obviously that were there, brands that were used a lot 21 throughout the plant? 22 MR. MERIWETHER: Object to the form. 23 A. Well, no, I really remember those manufacturers' 24 names because I'm an engineer and I've dealt with them 25 for a number of years and have seen them in the

Page 62 1 Spartanburg plant, but no, it doesn't mean that's the 2 most that there were. 3 BY MS. DEAN: 4 Q. Okay. Outside of being an engineer that have 5 dealt with either Crane or Powell personnel and seeing 6 the valves themselves, is there anything else -- 7 MR. MERIWETHER: Object to the form. 8 BY MS. DEAN: 9 Q. -- that allows you to know that they're in the 10 plant? And what I mean by that is, have you ever seen 11 the manuals or in any other way have a basis for knowing 12 that there were Crane and Powell valves in the plant? 13 MR. MERIWETHER: Object to the form. 14 A. They may have been on a project list or reports 15 that I've looked at. 16 BY MS. DEAN: 17 Q. Can you give me any kind of quantification for 18 how many crane valves were throughout that plant? 19 A. No, there is -- probably no one could. 20 Q. And while I don't expect that you can give a 21 precise number, can you let me know if it was dozens or 22 scores or hundreds? 23 MR. MERIWETHER: Object to the form. 24 A. I would say it was at least dozens or more. 25 BY MS. DEAN:	Page 64 1 A. No, I did not. 2 MR. MERIWETHER: Object to the form. 3 BY MS. DEAN: 4 Q. Same questions for Powell valves, are you able 5 to tell me any particular system they were used in? 6 A. No. 7 Q. What about a size range? I know for both of 8 these companies they made a very varied size range in the 9 types of valves they sold. Are you able to give me an 10 idea of what sizes you would see at the Spartanburg 11 plant? 12 A. All I can tell you about size is that we used -- 13 utilized very small valves, probably quarter inch, half 14 inch valves all the way up to very large valves, maybe 15 12, 16 inch valves, but I can't say that they were Crane 16 or Powell. 17 Q. Okay. And I think I know what you're talking 18 about when you give those measurements, but just to make 19 sure we're on the same page, if you have a 6 inch valve, 20 that's talking about the diameter of inlet and outlet of 21 that valve to be piped into a system? 22 A. It really refers to the size of the pipe that 23 it's attached to normally. 24 Q. Got it. 25 And in terms of understanding different --
Page 63 1 Q. What about for Powell? 2 A. Probably the same. It would depend upon the 3 application, and I can't recall the application. So it 4 would be a guess, and I'm not very good at guessing. 5 Q. Okay. So your estimate that it would have been 6 dozens isn't a guess, but to try to get more specific 7 than that, you would have to be guessing or speculating. 8 Is that fair? 9 A. Or go physically walk around and count. 10 BY MS. DEAN: 11 Q. Okay. I think you anticipated my next question. 12 Are you able to tell me any particular processes where a 13 Crane valve was used? 14 A. No, I can't. 15 Q. Do you know if they were used in any hot 16 systems? 17 A. No, I don't know. 18 Q. Okay. Do you know if you've ever seen an 19 insulated Crane valve during the time frame that you were 20 there? 21 A. I wouldn't be able to identify it as a Crane 22 valve if it was insulated. 23 Q. Okay. You can see, for instance, the name Crane 24 on the handle, but I'm presuming by your answer you 25 didn't go around and make that type of inspection?	Page 65 1 understanding different types of valves, one type of 2 valve that existed, and it could be for a gate valve or a 3 globe valve, would be one that is piped into a system 4 with flanges. Is that fair? 5 MR. MERIWETHER: Object to the form. 6 A. Yes. Valves frequently have flanges for 7 connection. 8 BY MS. DEAN: 9 Q. Okay. What was the role of a gasket in a valve 10 that was designed with a flange? 11 A. That was the sealing medium between the two 12 flanges. 13 Q. If you had a valve that was designed with 14 flanges in it that didn't have a sealant in it, would it 15 work effectively? 16 A. The valve would work, but the flanges would 17 leak. 18 Q. Okay. And in terms of the very purpose of the 19 valve, would you have a problem if you had a flange valve 20 that didn't have a seal with it? 21 MR. MERIWETHER: Object to the form. 22 A. The valve -- the valve is used to isolate 23 whatever is running through the line. If the flange is 24 leaking, then the valve is of no value. 25 BY MS. DEAN:

Page 66 1 Q. Okay. Have you ever seen someone remove an 2 asbestos containing gasket on a flange on a valve at 3 Spartanburg or otherwise in your career? 4 A. If I can remember all those criteria, I have 5 seen mechanics remove gaskets from flange connections. 6 Q. Can you tell me -- 7 A. I cannot tell you if it contained asbestos or 8 not. 9 Q. Okay. Can you tell me if you've ever seen that 10 when it's on a steam system, where there had been heat or 11 pressure applied to the system? 12 A. I can't recall that. 13 Q. Okay. Do you recall how the gaskets were 14 removed? 15 MR. COLLIER: Object to the form. 16 A. Not specifically, but a lot of times they would 17 just fall out. 18 BY MS. DEAN: 19 Q. Okay. Have you seen descriptions where, 20 especially in steam systems or pressure systems, where 21 portions of the gasket would stick on to one or both 22 sides of the metal? 23 A. I saw a description of that in the Seay and 24 Thompson deposition. 25 Q. As an industrial hygienist that was working at	Page 68 1 A. We had procedures in place for removing gaskets 2 that contained asbestos, and we audited facilities and 3 activities in the facility to make sure that those 4 procedures were followed. 5 BY MS. DEAN: 6 Q. And I think I've seen some of those procedures, 7 and I'm going to look at that in a moment. But let me 8 ask you first, just based on your experience with the 9 company, one of the things that were to be avoided when 10 working with asbestos gaskets is using any kind of wire 11 brush or scraper that might release asbestos into the 12 air. 13 MR. COLLIER: Object to the form. 14 BY MS. DEAN: 15 Q. Were you aware of that? 16 A. That that was our procedure? 17 Q. Yes. 18 A. I would have to review the procedure. I can't 19 remember the specifics that far back. 20 Q. As an industrial hygienist that was advising 21 Celanese as a company on how their employees can protect 22 themselves from asbestos hazards, were there 23 recommendations that you are aware of now about what a 24 person should do when they're working with or around an 25 asbestos gasket?
Page 67 1 the Spartanburg plant, did you ever make any kind of 2 inquiry into the literature that was out there discussing 3 how much asbestos was released into the air when removing 4 a gasket? 5 MR. COLLIER: Object to the form. 6 A. Did I review any literature? I cannot recall 7 reviewing any, no. 8 BY MS. DEAN: 9 Q. Even in the '90s, were you aware that asbestos 10 gaskets were being used in industry frequently during the 11 '60s and '70s on equipment? 12 A. I was aware that gaskets containing asbestos 13 were being used, yes. 14 Q. Okay. Did you ever educate yourself or get 15 information on the different ways a person could be 16 exposed to asbestos if they were working with or around a 17 gasket that contained asbestos? 18 MR. COLLIER: Object to the form. 19 A. Did I educate myself? 20 BY MS. DEAN: 21 Q. Yes. 22 A. Is that the question? 23 Q. Yeah, look at the literature, look at manuals on 24 how that was described, anything like that. 25 MR. COLLIER: Object to the form.	Page 69 1 A. Is there anything in the literature? Is that 2 what you're asking me? 3 Q. No, more broadly. Just in terms of what you 4 were doing as a matter of policy when you were trying to 5 protect workers at Celanese, are you aware -- 6 A. I thought you were talking about now. I'm 7 sorry. I got confused. 8 Q. Oh, my fault. 9 I'm just wondering if you're aware -- if 10 you can tell us now about what kind of limitations were 11 put or instructions were made about working with asbestos 12 gaskets. 13 MR. COLLIER: Object to the form. 14 A. I can't specifically tell you what it was. I 15 would have to have the procedure in front of me to say 16 here is what we did. 17 BY MS. DEAN: 18 Q. Have you looked at any literature at any point 19 in time to determine how much asbestos is released in the 20 air when you use compressed air when working with packing 21 or gaskets? 22 MR. COLLIER: Object to the form. 23 A. I have not seen any literature that I can 24 recall. 25 BY MS. DEAN:

Page 70 1 Q. Okay. Did you ever look for it? 2 A. No. I really had no reason to, because we did 3 not allow people to use compressed air for that type of 4 thing. 5 Q. Okay. Where can you point to me, if at all, 6 where that instruction was given, that it is important 7 enough that it is a rule that you don't use compressed 8 air when working with packing, for instance? 9 A. It was a rule in general to not use compressed 10 air to do any cleaning, not just related to asbestos. 11 Q. Have you seen written manuals that actually say 12 the opposite, that it can be used for cleaning, it just 13 has to be under 300 psi? 14 MR. COLLIER: Object to the form. 15 A. No, I don't recall ever seeing that. 16 BY MS. DEAN: 17 Q. Okay. And you reviewed the Seay and Hammett 18 records that were produced and Bates labeled in this 19 case? 20 A. I didn't read word for word everything in there, 21 but yes, I reviewed them. 22 Q. I'll represent to you that it is something that 23 I reviewed, but let me ask you more broadly. This idea 24 that you could not use compressed air for cleanup or even 25 the broader notion that you shouldn't use it when trying	Page 72 1 MR. COLLIER: Object to the form. 2 A. I don't have a date in mind. 3 BY MS. DEAN: 4 Q. Do you know what decade that would have been? 5 A. I know that that policy was in effect in 1978 6 when I came into this field. 7 Q. Okay. What about at any time before that? 8 A. Well, it was in effect when I came in. I can't 9 tell you when it came into effect. 10 Q. Okay. The location of gaskets for sealant 11 purposes and valves wasn't just limited to flanges. Many 12 valves also had an internal gasket or a bonnet gasket 13 that they used in order to make sure there wasn't leaking 14 as well. Is that something that you've seen? 15 MR. MERIWETHER: Object to the form. 16 A. Any time you had a mating surface, you had to 17 have some kind of sealant between those two mating 18 surfaces. 19 BY MS. DEAN: 20 Q. Okay. And so both in a pump and a valve, if it 21 was a flange system, you would have one on each flange. 22 And, in addition to that, there was typically a third 23 gasket where there was a mating surface in the body of 24 the valve or the pump. 25 A. That's correct.
Page 71 1 to get broken up asbestos packing out of a gland, is that 2 something that you can point me to anywhere in writing? 3 A. No, I can't. 4 Q. Okay. Have you seen manuals from manufacturers 5 of valves or pumps, and I don't want to just limit this 6 to Crane and Powell, where they actually say the 7 opposite, where one of the ways they recommend cleaning 8 the stem of a valve, for instance, is using compressed 9 air in order to get out all the debris before you repack? 10 MR. MERIWETHER: Object to the form. 11 A. I can't recall seeing it. 12 BY MS. DEAN: 13 Q. Okay. Was that limit in your mind about using 14 compressed air in any way as a result of concern for 15 health for the person that would be working with asbestos 16 packing? 17 MR. COLLIER: Object to the form. 18 A. It was a concern for people working with 19 anything. Compressed air can be very dangerous to a 20 human. It can also create a lot of suspended particles, 21 whatever they may be, and that was the reason for it. 22 BY MS. DEAN: 23 Q. When do you believe there was first a written 24 policy not to use compressed air for cleaning? 25 A. I don't know.	Page 73 1 Q. Did you ever see the new equipment coming in, 2 whether it be a valve or a pump? 3 A. I have in my career, yes. 4 Q. Okay. My understanding is that when a new valve 5 or a new pump comes in, the gasket that's internal to the 6 equipment would already be in place. Is that your 7 understanding as well? 8 A. That's correct. 9 Q. And that, in addition, the flange gaskets, there 10 would be often two flange gaskets that were provided 11 along with spares for testing. Have you seen that as 12 well? 13 MR. MERIWETHER: Object to the form. 14 A. I don't recall that. 15 BY MS. DEAN: 16 Q. Can you tell me one way or another? 17 A. No, I can't. That's what I mean, I don't recall 18 whether there was or not. 19 Q. Okay. One of the things that I understand is 20 that some of the systems that were used at the 21 Spartanburg plant were steam or hot lines. 22 THE COURT REPORTER: Steam or? 23 MS. DEAN: Hot. Sorry. Hot. It's getting 24 hot in here. 25 THE COURT REPORTER: Thanks.

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1 I'm going to try to ask that question where I 2 don't make that ridiculous statement. 3 BY MS. DEAN: 4 Q. Some of the lines that were at the Spartanburg 5 plant were steam lines or hot lines. Correct? 6 A. Yes. 7 Q. Where the temperature of what was flowing 8 through them were well above 212 degrees Fahrenheit? 9 A. Yes. 10 Q. I mean, one of the purposes of Dowtherm in 11 particular was that it can make things really, really 12 hot. 13 MR. COLLIER: Object to the form. 14 A. Yes. The advantage of Dowtherm is, it can do 15 that at low pressures. 16 BY MS. DEAN: 17 Q. Right. 18 In addition to having steam lines or hot 19 lines throughout the plant, there were -- some of the 20 materials that were being used were corrosive. Different 21 corrosive liquids were being used. 22 MR. COLLIER: Object to there form. 23 A. You're asking me if there were? 24 BY MS. DEAN: 25 Q. Yes. Sorry.	1 A. Oh. 2 MR. COLLIER: Object to the form. 3 A. There may have been. I can't recall 4 specifically. I mean, in the waste treatment plant there 5 may have been something that was used as a -- I can't 6 even thing, a biocide or something. 7 BY MS. DEAN: 8 Q. I'm going to hand you what I'm going to mark as 9 Exhibit 23, which is a document that was produced to me 10 by a company called Durco or Duriron. 11 (Plaintiff's Exhibit No. 23 was marked for 12 identification.) 13 BY MS. DEAN: 14 Q. Before I hand it to you, let me first ask you, 15 are you familiar with Durco pumps or valves? 16 A. The name is familiar. 17 Q. Are you able to say with any certainty whether 18 Durco pumps or valves were at the Spartanburg plant while 19 you were there? 20 A. No, I can't. 21 MR. COLLIER: Do you have another copy of 22 that? 23 MS. DEAN: That's what I'm looking for. 24 Yes. 25 MR. COLLIER: Thanks.
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1 A. Okay. Do you have something particular in mind? 2 And maybe that will jog my memory. 3 Q. Sure. The two examples that I saw from that 4 same prior transcript was acetone and methylene chloride 5 -- 6 A. Okay. 7 Q. -- as different hazardous chemicals used at the 8 Celanese plant. 9 MR. COLLIER: Object to the form. 10 A. I don't believe those were used at Spartanburg. 11 I also don't believe those are corrosive. 12 BY MS. DEAN: 13 Q. Okay. Well, then let me limit it to 14 Spartanburg. Do you know of any chemical lines that were 15 being used at that plant? 16 A. Any chemical? 17 Q. Yeah, chemical lines. 18 MR. MERIWETHER: Object to the form. 19 Define chemical. 20 A. Everything was a chemical. Even water is a 21 chemical. So I don't know what -- 22 BY MS. DEAN: 23 Q. Acidic in nature. 24 A. I'm sorry? 25 Q. Acidic or corrosive in nature.	1 BY MS. DEAN: 2 Q. There is a list -- first of all, were you aware 3 that Durco specialized in providing chemical pumps? 4 A. No. 5 Q. Okay. What I'm handing you is a document they 6 provided with the different recommendations for pump 7 handling depending on chemicals, and the reason I'm 8 providing that to you is that it just lists out a bunch 9 of chemicals, and I thought that that might be an 10 efficient way to ask you if you know if any of these 11 chemicals were being used at the Spartanburg plant 12 without having to try to pronounce two dozen chemicals. 13 You're welcome to look at any of it, but that is the sole 14 reason. 15 A. Do you have anything bigger? 16 Q. No. 17 A. I need two pair of glasses. 18 Q. I do have it in electronic form where I can make 19 it bigger, if that's helpful. 20 A. And you're asking me if any of these chemicals 21 on this list were used at the Spartanburg plant. 22 Q. That you're aware of, yes. 23 DEFENSE: I'll object to the form of the 24 question. 25 A. No, I can't say specifically that any of these

Page 78 1 were used. I know that the chemical lab handled some 2 corrosive materials in their analytical techniques. 3 BY MS. DEAN: 4 Q. Okay. 5 A. I can't recall what -- I didn't see any of those 6 on the list that rung a bell, but I know we had 7 procedures in place for handling corrosive materials in 8 the chemical lab. 9 Q. Well, that's -- part of what I saw in the 10 materials provided to me by Celanese was a section on how 11 you disconnect flanges in working with corrosive liquids, 12 and I'm presuming you're familiar generally with those 13 type of instructions that were provided at Celanese. 14 A. I know what today I would think you would do in 15 disconnecting a flange that formerly contained a 16 corrosive material, yes. 17 Q. I'm just wondering if you were aware of whether 18 there were any corrosive material or liquids being used 19 at Celanese. 20 MR. COLLIER: Object to the form. 21 A. At Spartanburg? 22 BY MS. DEAN: 23 Q. In Spartanburg, yes. 24 A. Other than Chemlab (phonetic), I can't identify 25 any, and I can't recall any.	Page 80 1 if you do do any work on the equipment where you 2 interrupt the seal, you need a clean seal. All of the 3 packing material needs to be removed and fully cleaned 4 before you put in a new gasket. 5 A. Yes. 6 Q. Okay. Have you ever seen someone scrape off or 7 use a wire brush in order to remove asbestos -- let me 8 ask a different question, because I think you said you 9 didn't know if it was asbestos or not. So let me try 10 again. 11 Have you ever seen someone use a scraper or 12 a wire brush in order to remove the gasket material that 13 stuck on, a caked on gasket on equipment? 14 A. I don't recall ever seeing one stuck on. 15 Q. Okay. Were you aware when you were acting as an 16 industrial hygienist and not just at the Spartanburg 17 plant in the '90s, but when you were doing this role 18 starting in '78 that that was an issue that was routine 19 for gaskets in high pressure or high temperature 20 situations? 21 MR. COLLIER: Object to the form. 22 A. Was I aware that it was routine that they had to 23 be scraped off? 24 BY MS. DEAN: 25 Q. Yes.
Page 79 1 Q. Okay. When you're talking about the seals that 2 had to be used in order for a valve or a pump to work, is 3 it fair to say that that is a known fungible product? In 4 other words, that it's anticipated that they'll have to 5 be changed throughout the life of the equipment? 6 MR. COLLIER: Object to the form. 7 A. If the leak occurs or if the valve fails during 8 the test, then the gasket or sealing material would have 9 to be replaced. 10 BY MS. DEAN: 11 Q. It's I think a very simple question. I mean, 12 the idea that packing or gaskets in a pump or a valve 13 have to be replaced from time to time because of a leak 14 or because of maintenance that needs to be done on the 15 equipment is something as an engineer and as a person 16 that's been in plants that you not only know but have 17 seen? 18 A. I have seen those activities, yes. 19 Q. And you would anticipate an engineer making 20 equipment like a valve or a pump would absolutely 21 understand that throughout the life of that equipment 22 because of maintenance or a leak or problem that gaskets 23 or packing would be replaced? 24 A. Yes. 25 Q. And one of the basic things about a gasket is,	Page 81 1 A. No, I was not. 2 Q. Do you have any basis to dispute Mr. Seay's 3 description of the type of work he encountered when 4 working on gaskets on pipelines and valves and pumps? 5 A. No. I thought his testimony was fairly 6 reasonable. 7 Q. Okay. Talking about insulation for a moment, my 8 understanding is, the reason asbestos insulation was used 9 before it was replaced with other type of insulation in 10 the '70s was on different heated systems. I don't mean 11 to say that's the exclusive use of it, but that would be 12 one of the uses. Do you agree? 13 MR. COLLIER: Object to the form. 14 A. Insulation that might have contained asbestos, 15 was it used on some of the hot systems? I can't say it 16 was used on all of them. Dowtherm required a calcium 17 silicate type insulation. 18 BY MS. DEAN: 19 Q. Okay. And calcium silicate insulation had a 20 component that was asbestos typically before the mid 21 1970s? 22 MR. COLLIER: Object to the form. 23 A. Early 1970s, yes. 24 BY MS. DEAN: 25 Q. Okay. What was the purpose of the insulation?

Page 82 1 Why was it used? 2 A. It was both for safety to keep the heat from 3 creating too high a temperature environment as well as to 4 protect the employees working in the area from burns and 5 also to save energy. 6 Q. The idea that a heated system would be insulated 7 in the '60s and '70s is something that as a process 8 engineer you absolutely understood? 9 A. Yes. 10 Q. And you would expect that other people in your 11 profession would understand the same? 12 MR. COLLIER: Object to the form. 13 A. That heat hot systems needed to be insulated? 14 BY MS. DEAN: 15 Q. Yes, that's a basic, basic concept. 16 A. Yes. 17 Q. Okay. And when you insulate a system, whether 18 it be the equipment like a pump or a valve or portions of 19 a boiler or the pipes, if repair or maintenance has to be 20 done, that insulation can be disturbed? 21 MR. COLLIER: Object to the form. 22 A. The insulation would have -- if you're going to 23 replace the valve, you have to remove the insulation. 24 BY MS. DEAN: 25 Q. Same with a pump?	Page 84 1 background noise when you're moving around. If 2 you don't mind muting it, that would be awesome. 3 MR. COLLIER: Thanks. 4 BY MS. DEAN: 5 Q. And whether you have 1 ton or 20 tons of 6 insulation or 1 gasket or 4,000 gaskets, you know as an 7 industrial hygienist that a danger cannot present itself 8 unless there's some kind of disruption, is that fair, 9 something that releases the asbestos into the air? 10 A. Yes, that's correct. 11 Q. Okay. 12 A. Exposure doesn't occur unless there's a 13 disturbance. 14 Q. Okay. Are you aware of any of the different 15 pump companies in terms of the manufacturer of the pumps 16 that were at the Celanese plant in Spartanburg? 17 A. I'm familiar with pump manufacturers. I can't 18 tell you specifically which ones are at Spartanburg. 19 Q. Which ones are you familiar with? 20 A. I worked with Gould a lot when I worked in the 21 paper mill, Ingersoll-Rand. Allis-Chalmers for some 22 reason rings a bell, and then it doesn't. So -- I mean, 23 there's -- the Durco pumps, I recognize that name. I 24 don't know. I mean, I worked with pumps for years. 25 Q. There's not any of them that you can say --
Page 83 1 A. Same with a pump. 2 Q. And the notion that the insulation on a heating 3 system having to be removed or replaced any time you were 4 doing routine maintenance or emergency maintenance is 5 something that was well understood? 6 MR. COLLIER: Object to the form. 7 A. Yes. 8 BY MS. DEAN: 9 Q. Again, not to ask a basic question, but the 10 common sense to get to the equipment, you have to get 11 through what's on top of it is basic common sense, not 12 just to an engineer but anyone that's working around this 13 stuff? 14 A. And that's the reason where they could they used 15 removables, which could be removed and put back on. 16 Q. One of the things, and it's one of the few 17 things I want to return to in your previous testimony, 18 but that I understand is that, while insulation can be 19 dusty when worked with, when it is in place, it is not. 20 Is that fair? 21 A. That's correct. 22 MR. COLLIER: Can you tell them to put 23 their phone on mute? 24 MS. DEAN: Yeah. There's somebody on the 25 phone that there's just a little bit of	Page 85 1 A. I remember seeing that one there, no, I cannot. 2 Q. Okay. In terms of the number of pumps generally 3 that were throughout the plant, again, there were many of 4 them? 5 A. Yes, there were many pumps at the plant. 6 Q. Okay. What about steam traps? Are you aware of 7 any of the companies that made steam traps that were at 8 the Spartanburg location? 9 A. No. I know what a steam trap is, and I've used 10 them in the work I've done, but I'm not aware of a name. 11 Q. Okay. Are you aware of any of the companies 12 that supplied equipment that had asbestos components, 13 whether they be gaskets or packing, ever providing 14 Celanese a warning about the dangers of asbestos? 15 A. Not specifically, no. It would have been in the 16 product literature that was provided. 17 Q. And that's what I'm asking, and let me start 18 with a specific example. Are you aware of Crane Co. ever 19 providing product literature along with the valves that 20 they sent indicating any hazards or the dangers of 21 asbestos? 22 MR. MERIWETHER: Object to the form. 23 A. No, I'm not. 24 BY MS. DEAN: 25 Q. What about for William Powell?

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1 DEFENSE: Object to the form.
 2 A. William?
 3 BY MS. DEAN:
 4 Q. William Powell.
 5 A. No.
 6 Q. And I just perused something. You mentioned
 7 Powell valves. I know that company often just went by
 8 Powell valves, but I also know it as William Powell. Are
 9 we talking about the same manufacturer?
 10 A. Probably, yes.
 11 Q. Okay. Let me ask that more broadly. At any
 12 point in time that you're aware of, do you know of any
 13 company that supplied an asbestos product that went into
 14 the Celanese plant that provided a warning about the
 15 dangers of that product?
 16 MR. COLLIER: Object to the form.
 17 A. At any time?
 18 BY MS. DEAN:
 19 Q. Yes.
 20 MR. COLLIER: Object to the form.
 21 A. I don't have a specific recollection.
 22 BY MS. DEAN:
 23 Q. Let me -- I think his objection is valid. Let
 24 me narrow it.
 25 At any time before 1978, are you aware of

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1 William Powell?
 2 MR. MERIWETHER: Object to the form.
 3 A. I personally did not.
 4 BY MS. DEAN:
 5 Q. Were you familiar -- well, let me ask you, as
 6 the industrial hygienist that was working at the company,
 7 and I know that starts at a later time about '78, or in
 8 your work as the corporate representative trying to learn
 9 what the company knew even in earlier years, have you
 10 seen anything that indicates to you that pump and valve
 11 companies were providing asbestos hazard information
 12 about dangers that would be associated with using their
 13 equipment?
 14 A. I have not seen anything that I can recall.
 15 Q. Are you familiar with any of the companies that
 16 provided either precut or sheet gasket materials to the
 17 Celanese plant?
 18 A. Excuse me. I'm familiar with the Crane Company,
 19 Garlock. Well, I think Garlock was packing. And whether
 20 the gaskets were precut or in sheets, I don't have that
 21 information. They may have provided both.
 22 Q. I know you said Garlock you associated with
 23 packing. Do you associate Crane Company with gaskets and
 24 packing or just the gaskets?
 25 A. Just off the top of my head, just gaskets.

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1 any equipment manufacturer who supplied equipment with
 2 asbestos in it, whether it be gaskets, packing or
 3 insulation that provided warnings about the dangers of
 4 using their product as it relates to asbestos?
 5 A. Excuse me. No, I'm not aware.
 6 Q. Okay. You're familiar with MSDS sheets?
 7 A. Yes, I am.
 8 Q. And a material safety data sheet is something
 9 that the government required in the '80s, but that some
 10 companies provided even prior to that, as early as the
 11 '60s. Is that fair?
 12 MR. MERIWETHER: Object to the form.
 13 A. I don't know when they started providing them,
 14 but yes, I'm aware that some companies did that.
 15 BY MS. DEAN:
 16 Q. And what a material safety data sheet provides
 17 is information about the different hazardous materials
 18 that might be in a product, what percentage of the
 19 product has that hazardous material and, among other
 20 things, what health hazards are associated with that
 21 particular toxin. Fair?
 22 A. That's what it should say.
 23 Q. At any point in time, and I think you answered
 24 this question earlier, but just to make sure, did you
 25 receive any material safety data sheets from Crane Co. or

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1 MR. MERIWETHER: Object to form.
 2 BY MS. DEAN:
 3 Q. Now, there are two different companies that have
 4 the name Crane in them that I know of.
 5 A. Uh-huh.
 6 Q. One is called the Crane Packing Company and then
 7 later on it went by John Crane, and the other is Crane
 8 Co., which we talked about I think in relation to the
 9 valves. Do you know when you say Crane packing which of
 10 those two companies you're referencing?
 11 A. When I say Crane, I don't know the difference
 12 between the two.
 13 Q. Okay. I'll represent to you that Crane Co. made
 14 or not made but sold a type of packing called Cranite.
 15 Does that ring any bells at all?
 16 MR. MERIWETHER: Object to the form.
 17 A. No.
 18 BY MS. DEAN:
 19 Q. Did you ever see anything from Goodyear in terms
 20 of gaskets or packing?
 21 DEFENSE: Object to form.
 22 A. Not that I recall.
 23 BY MS. DEAN:
 24 Q. Okay. And so the packing or, excuse me, the
 25 gaskets that you recall, you remember Crane as opposed to

Page 90 1 Cranite? 2 A. Cranite is not familiar to me at all. 3 Q. Okay. Whether it be Mr. Seay or the co-worker, 4 Ronnie Thompson, we were able to learn a few of the 5 actual style numbers, for instance, 333. Did those mean 6 anything to you? 7 A. The numbers did not mean anything, no. 8 Q. I want to hand you what I'm marking as Exhibit 9 13. 10 (Plaintiff's Exhibit No. 13 was marked for 11 identification.) 12 MS. DEAN: Mark, what I'm handing him, just 13 so you know, is an MSDS sheet for the 2150 for 14 Crane Packing Company. I don't have a copy of 15 one that has our Plaintiff exhibit number on it, 16 but I'm pretty sure you're familiar with it, but 17 for your reference it's from -- 18 MR. TIVIN: If it's the John Crane MSD 19 sheet, I would -- I know what you're talking 20 about, -- 21 MS. DEAN: Yeah. 22 MR. TIVIN: -- but I still would object to 23 its use here as no one has identified that 24 product. 25 MS. DEAN: Fair enough. I just wanted to	Page 92 1 representative for years and in your time as an 2 industrial hygienist, you don't recall specifically 3 seeing not just this one but any MSDS sheet from Crane 4 Packing Company? 5 A. I can't recall specifically, no. 6 Q. Okay. When you add in specifically, I don't 7 know what that means. So let me just follow up. Do you 8 have a general memory of getting this type of document 9 from them? 10 A. No. I can't recall seeing one from Crane 11 Packing Company. 12 Q. Okay. 13 A. I've seen thousands of MSDSs. 14 Q. Okay. In the thousands that you've seen and, you 15 know, in working for Celanese -- 16 A. Maybe hundreds is a better number. Sorry. 17 Q. Well, and let me back up. A company like 18 Celanese could be dealing with hundreds of different 19 materials where an industrial hygienist is going to have 20 to evaluate how they're used and what harms might present 21 themselves. Right? 22 A. Right. 23 Q. And even a reasonable company is going to have 24 to at least in part rely on a company that's selling them 25 a product or making a product for their use to tell them
Page 91 1 let you know what I was showing him. 2 MR. COLLIER: The date is on the second 3 page. 4 MS. DEAN: Huh? 5 MR. COLLIER: The date is on the second 6 page. 7 MS. DEAN: Yeah, it's the one from 8 '81, April 15th, '81. 9 BY MS. DEAN: 10 Q. Sir, I've handed you what says at the beginning, 11 "U.S. Department of Labor Occupational Safety and Health 12 Administration Material Safety Data Sheet" and under 13 "Manufacturer's Name" it says "Crane Packing Company". 14 Do you see that? 15 A. I do. 16 MR. TIVIN: Jessica, can I have a running 17 objection to the use of this? 18 MS. DEAN: Yes. 19 MR. TIVIN: Thank you. 20 BY MS. DEAN: 21 Q. Let me first ask, have you ever seen a material 22 safety data sheet from Crane Packing Company during your 23 time at Celanese? 24 A. I could have, but I can't recall specifically. 25 Q. Okay. And so in both acting as a corporate	Page 93 1 about what hazards they know about that are typical when 2 using that product. Is that fair? 3 MR. MERIWETHER: Object to the form. 4 A. It's fair that a company should tell us the 5 hazards that might be associated with their product. I'm 6 sorry. I had trouble following your whole question. So 7 I'm trying to rephrase to make sure I'm answering your 8 question. 9 BY MS. DEAN: 10 Q. And I think you did, but just to make sure, in 11 any situation, would you agree with me that if you're 12 selling a product to someone, whether it be a person or a 13 corporation, and you know that there's a harm associated 14 with using that product, you should make the person 15 that's using it aware of that harm? 16 A. If I know that something I'm selling has a 17 hazard associated with it, it would be my responsibility 18 to inform whoever I'm either giving or selling it to to 19 let them know of the hazard and how to handle it 20 appropriately. 21 Q. And that's particularly important in a situation 22 like the one you describe where, even if there's not 23 thousands, there are hundreds of different products and 24 substances coming into that plant. Fair? 25 A. Yeah, it would be for everything.

Page 94 1 Q. Okay. And this particular material safety data 2 sheet that I've marked as Exhibit 13, let me ask you, the 3 form, not the actual specific one that you're looking at, 4 but this form where they ask for the manufacturer name, 5 they have a section about hazardous ingredients, a 6 section about health hazard data, which is on the second 7 page, and a section about special precautions and 8 protection information, is a format that you've seen 9 routinely as an industrial hygienist? 10 A. Yes, it is. 11 Q. And have you -- are you aware of what the 12 typical percentage of asbestos is in sheet gaskets? 13 A. I'm sorry. Start the question again. 14 Q. Sure. 15 Are you familiar with the typical amount of 16 asbestos percentage wise in a sheet gasket that was used 17 during the '50s, '60s, '70s and '80s? 18 A. NO, I'm not. 19 MR. COLLIER: Object to the form. 20 BY MS. DEAN: 21 Q. In other words, do you know if there was 22 typically 2 percent or 80 percent asbestos in these 23 things? 24 A. No, I don't know. 25 Q. Okay. Do you know if anybody in Celanese was	Page 96 1 A. Yes, I do. 2 Q. And then in the "Health Hazard Data" section, it 3 says, "Chronic - Asbestosis and Cancer". Do you see 4 that? 5 A. Yes. 6 Q. And then, finally, in the "Special Protection" 7 section and the "Spill or Leak Procedures", some of the 8 things they talk about is vacuum or wet cleaning and then 9 the use of a NIOSH approved respirator. Do you see that? 10 A. Yes. 11 Q. Does the company Celanese have any basis to 12 dispute, first of all, the health hazard data about the 13 effects of overexposure being chronic asbestosis and 14 cancer? 15 MR. COLLIER: Object to the form. 16 A. I don't have anything to dispute what they've 17 said on here on this MSDS. 18 BY MS. DEAN: 19 Q. And what about the different protective measures 20 that they reference in terms of the wet cleaning, vacuum 21 and the NIOSH approved respirator, as an industrial 22 hygienist and as the corporate representative of 23 Celanese, do you have any basis to dispute those 24 recommendations when working with an asbestos gasket? 25 MR. COLLIER: Object to the form.
Page 95 1 aware of that during the time frame when they were using 2 gaskets throughout their plants? 3 A. Well, I mean, assuming they got the MSDS, they 4 could have read this. The MSDSs probably weren't around 5 in the '70s. This one was prepared in '81. 6 Q. And this one you can see from the top is going 7 to Newport News Ship Building & Dry Dock. Are you aware 8 of one ever being provided to Celanese? 9 A. Not specifically, no. 10 Q. Let me ask you more broadly. Not just through 11 an MSDS sheet, whether it be talking to a salesperson 12 when they're trying to sell you the product or providing 13 a warning on the product or providing a warning in the 14 manual or any other means that you can think of, are you 15 aware of any pump or gasket or packing or valve company 16 that provided Celanese information about the dangers of 17 working with their products as it relates to asbestos 18 hazards? 19 MR. MERIWETHER: Object to form. 20 A. I have no specific recollection, no. 21 BY MS. DEAN: 22 Q. Here in reference to the "Crane Packing 23 Company", they indicate under the "Hazardous Ingredients" 24 that one of them is "Asbestos" that has "65-75%". Do you 25 see that?	Page 97 1 A. Those are fairly standard practices. 2 BY MS. DEAN: 3 Q. Okay. Do you know of any company that you've 4 had interface with or that others at Celanese had 5 interface with, let me start off with Crane Co., where 6 Crane made an effort to determine what Celanese knew 7 about the dangers of asbestos or how Celanese was 8 handling asbestos health issues? 9 MR. MERIWETHER: Object to the form. 10 A. No, I don't know of any initiative by an outside 11 company. 12 BY MS. DEAN: 13 Q. Okay. And I think you just broadened that to 14 any outside company, but let me make sure. Whether we're 15 talking about Crane or Powell or any outside company, are 16 you aware of efforts made to determine what Celanese as a 17 company knew about the dangers of asbestos or how they 18 were handling asbestos warnings during the time frame 19 when they were selling products to Celanese? 20 MR. MERIWETHER: Same objection. 21 A. If any of these companies made attempts to, I'm 22 not personally aware. 23 BY MS. DEAN: 24 Q. Okay. You've been asked by lawyers like myself 25 about what Celanese knew and when and gone through

Page 98 1 different trade organizations and statutes. Do you 2 remember that quite broadly? 3 A. Yes, broadly. 4 Q. Any company selling asbestos to Celanese, are 5 you aware of them asking anything like that, to inquire 6 from Celanese what they knew about asbestos hazards in 7 order to make sure they didn't need to warn when they 8 were selling stuff? 9 A. Yeah, you lost me in the they and the -- 10 Q. Fair enough. I do that. 11 MR. COLLIER: I got kind of lost as well. 12 BY MS. DEAN: 13 Q. Are you aware of any company, whether it be 14 Crane or Powell or anyone else that were supplying 15 asbestos products to Celanese, that tried to do the same 16 thing, and that is figure out what Celanese knew about 17 the dangers of asbestos and when to figure out whether 18 they needed to be bothered with a warning? 19 MR. MERIWETHER: Object to the form. 20 A. Whether or not these companies that were 21 supplying us products tried to determine what Celanese 22 knew about the hazards of asbestos? 23 BY MS. DEAN: 24 Q. Yes. 25 A. No, I'm not aware of anything.	Page 100 1 figure out is not just from documents, but documents, 2 your experiences, your discussions with others, can you 3 think of a single instance -- 4 A. I think I answered that question. I thought I 5 did. 6 Q. And my understanding is you can't. 7 A. Right. 8 Q. You're not foreclosing that it happened and 9 you've forgotten, but you can't recall. Is that fair? 10 A. It may have happened, but I can't recall it 11 happening. 12 Q. Okay. Are you a certified industrial hygienist? 13 A. I am. 14 Q. What is an industrial hygienist? 15 A. It's somebody that recognizes, evaluates and 16 controls the exposures that workers may come in contact 17 with. That's a very brief. They have an official 18 definition, and I can't recall that. 19 Q. Have you ever heard of Donna Ringo? She's an 20 industrial hygienist. 21 A. Donna Ringo? 22 Q. Uh-huh. 23 A. Excuse me. Not that I can recall. 24 Q. What about Charlie Blake? 25 A. No.
Page 99 1 Q. And to make sure we're on the same page, because 2 two people kind of gave me a look, I don't mean this to 3 be the exact conversation, but someone either writing or 4 picking up the phone and saying, hey, we know you use 5 asbestos in the plant, can you let us know whether we 6 need to put a warning in the manual or are you already 7 handling that? Anything like that that ever happened 8 from any company that was supplying asbestos products to 9 Celanese? 10 A. I didn't say it didn't happen. I just said I 11 don't have any personal knowledge, or if I've reviewed 12 something like that, I can't recall it. 13 Q. Okay. And so I'll take from that that in your 14 efforts as a corporate representative, in your efforts 15 preparing for today's deposition and in your personal 16 experience with the company, you never saw any indication 17 of that? 18 MR. MERIWETHER: Object to the form. 19 A. Well, there was a whole bunch of documents that 20 were provided to you, and I reviewed those. I can't 21 remember specifically everything that was included in 22 those documents that I reviewed. 23 BY MS. DEAN: 24 Q. And I don't -- and I know you've looked at other 25 documents for other cases. I guess what I'm trying to	Page 101 1 Q. Are you aware of any of the industrial 2 hygienists hired by Celanese in litigation? Are you 3 aware of any of their names? 4 MR. COLLIER: Object to the form. 5 A. I don't know. You would have to tell me their 6 name, and then I could tell you who you're talking about. 7 BY MS. DEAN: 8 Q. Okay. Well, I guess, as a threshold matter, I'm 9 wondering if you were involved at all in selection of the 10 industrial hygienists used in asbestos litigation in 11 terms of evaluating their credentials or their 12 credibility or integrity or anything like that? 13 MR. COLLIER: I'm going to object to the 14 form. I don't think there's any issue, but I 15 believe that could be getting into some 16 privileged issues. I don't think so, but -- 17 BY MS. DEAN: 18 Q. Yeah, I'm not asking for content of 19 conversation, just whether you were involved with that 20 process. 21 A. I was not involved in the selection of experts, 22 my term. 23 Q. Okay. You're part of the American Industrial 24 Hygiene Association? 25 A. I am no longer.

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1 Q. Were you at a time? 2 A. Yes. 3 Q. Do you believe that's a good organization? 4 A. They provide a lot of information, yes, a lot of 5 good information. 6 Q. They have a code of ethics. Is that something 7 that you're familiar with? 8 A. The American Board of Industrial Hygiene, which 9 I am a member of, has a code of ethics. American Academy 10 of Industrial Hygiene, -- 11 Q. Okay. 12 A. -- and that's what I'm a member of. 13 Q. Currently? 14 A. Currently. 15 Q. Okay. Stand by. 16 (Plaintiff's Exhibit No. 20 was marked for 17 identification.) 18 BY MS. DEAN: 19 Q. I'm going to hand you what I just marked as 20 Exhibit 20. Thanks for bearing with me for a moment 21 while I found it, but this is -- this is the organization 22 that you were just referencing, the American Board of 23 Industrial Hygienists where you're a member. 24 A. Correct. 25 Q. And they have, as you referenced, a code of	1 hygienists and applicants. 2 BY MS. DEAN: 3 Q. As an industrial hygienist, one of the major 4 areas where this field is working is an occupational 5 setting to identify and handle health hazards that are in 6 that setting. Is that fair? 7 A. Yes. 8 Q. Are you aware what the number one source of 9 occupational disease is in the United States? 10 A. I am not. 11 MR. COLLIER: Object to the form. 12 BY MS. DEAN: 13 Q. Do you have any basis to dispute that the number 14 one source of occupational disease in the United States 15 is asbestos related disease? 16 A. I have -- 17 MR. COLLIER: Object to the form. 18 A. I have no feel for it one way or the other. 19 BY MS. DEAN: 20 Q. Let me ask you, did Celanese at any point in 21 time going all the way to the 1960s until the end of the 22 1980s have anyone that you're aware of that appreciated 23 the magnitude of problem as it related to employees who 24 worked with asbestos having issues of asbestos related 25 disease?
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1 ethics, which goes through some of the general guidelines 2 and responsibilities of the profession. 3 A. Okay. 4 Q. Would you agree? 5 A. Yes. 6 Q. Sorry. I don't mean to -- sometimes I think I 7 know, but I'm still looking for affirmation and I should 8 make that clear. I'm sorry. 9 I want to talk about a few of the things 10 that they say and determine whether you agree with them, 11 and one of them is in the "Preamble" or "General 12 Guidelines" section where it says in the second sentence, 13 "First and foremost, ABIH certificants and candidates 14 give priority to health and safety interests related to 15 the protection of people, and act in a manner that 16 promotes integrity and reflects positively on the 17 profession, consistent with accepted moral, ethical and 18 legal standards." Do you see that? 19 A. I do see that. 20 Q. Do you believe that that is a reasonable thing 21 to expect from industrial hygienists, whether it be one 22 that's employed at Celanese or anywhere else? 23 A. It's required -- 24 MR. COLLIER: Object to the form. 25 A. It's required of all certified industrial	1 MR. COLLIER: Object to the form. 2 A. Yeah, I really don't know what you mean by "the 3 magnitude of the problem". I know Dr. Dixon was aware 4 and Chuck Laubly was aware after OSHA came out of the 5 consensus standard that was adopted related to asbestos. 6 BY MR. DEAN: 7 Q. And are you aware that one of the very first 8 things that was said in the very first enumeration of 9 health standards from OSHA about asbestos that, you know, 10 in considering this the lives of employees are at stake 11 here. Are you familiar with that language? 12 MR. COLLIER: Object to the form. 13 A. I've read the OSHA act. I've read all the 14 preambles to the standards. I cannot recall specific 15 wording. 16 BY MS. DEAN: 17 Q. Do you know if anyone at Celanese at any point 18 in time, whether it be before or after regulations, tried 19 to get a grasp of how many lives were at risk, in other 20 words, how serious the problem was, not just that it 21 affected lives, but in terms of how many people were 22 affected or how likely it would be that a person would be 23 affected? 24 DEFENSE: Object to the form. 25 A. No, I do not.

Page 106 1 BY MS. DEAN: 2 Q. I'll represent to you that health organizations 3 have indicated that one out of every three cancer deaths 4 from occupational settings in this country are related to 5 asbestos. Let me first ask you, have you ever heard that 6 before? 7 MR. COLLIER: Object to the form. 8 A. No, I haven't. 9 BY MS. DEAN: 10 Q. Do you know if anyone at Celanese during the 11 years when they were using asbestos products, not in 12 litigation years, but earlier years when asbestos was 13 being used, made any effort to determine how wide spread 14 the risks were as it related to asbestos? 15 MR. COLLIER: Object to the form. 16 A. No. 17 BY MS. DEAN: 18 Q. Okay. As an industrial hygienist, hazards -- in 19 terms of understanding how significant the hazards are, 20 there are different things that you have to evaluate. 21 Would you agree with that? It's a very broad question, 22 but -- 23 A. Well, what an industrial hygienist has to do is 24 look at the hazard, look at the potential for exposure, 25 look for how its used and then look for what protective	Page 108 1 A. Nobody wants to die. 2 Q. In addition to considering the significance of 3 the hazard, another consideration is how obvious the 4 hazard is to the person who might be presented with the 5 hazard. True? 6 MR. COLLIER: Object to the form. 7 A. Yes. 8 BY MS. DEAN: 9 Q. If something is obvious, the idea that if you go 10 to Dowtherm line and touch it uninsulated that you might 11 hurt yourself, you might have less concerns than a hazard 12 that is hidden. Fair? 13 A. Yes. 14 Q. And one of the things that you know and that 15 Celanese was aware of even going back into the '70s about 16 asbestos is that the harms associated with that are not 17 transparent? 18 MR. COLLIER: Object to the form. 19 A. The harms associated with -- 20 BY MS. DEAN: 21 Q. Exposure to asbestos. 22 A. They understood the effects of asbestos -- 23 potential effects when the OSHA standard came out I 24 believe in 1972, '73. 25 Q. Let me see if I can ask a better question. In
Page 107 1 measures need to be undertaken, if any. 2 Q. In evaluating the significance of the hazard, is 3 there a consideration of the consequences that the hazard 4 presents? 5 MR. COLLIER: Object to the form. 6 A. Well, that's the hazard. 7 BY MS. DEAN: 8 Q. Sure. 9 Whether it causes your eyes to water up, 10 whether it causes a rash, whether it causes a deadly 11 disease, the consequences of the hazard is something that 12 needs to be understood? 13 A. Yes. 14 Q. And, clearly, in the scale of how important a 15 hazard is, the end of that spectrum is that it ends a 16 person's life. Would you agree? 17 MR. COLLIER: Object to the form. 18 A. Well, I mean, it's the industrial hygienist's 19 job to consider all hazards and all effects and all 20 outcomes. 21 BY MS. DEAN: 22 Q. And I guess the point I'm making -- 23 A. What you're saying I think is that death is the 24 worst. 25 Q. Sure.	Page 109 1 considering whether a hazard is obvious or more hidden, 2 one of the things that makes asbestos difficult is that, 3 if you don't know that it's hazardous, there's nothing 4 about working with the products themselves that gives you 5 a signal that there's harm. There's not heat associated 6 with it. There's no -- something that makes your eyes 7 burn or your throat burn or anything that gives the user 8 kind of warning signals to let them know, if you don't 9 already. Would you agree with that? 10 MR. COLLIER: Object to the form. 11 A. There is no immediate reaction to exposure to 12 asbestos. 13 BY MS. DEAN: 14 Q. Yeah, that goes into my next question. 15 Another thing that makes certain hazards 16 from an industrial hygiene perspective more difficult to 17 deal with is when the reaction doesn't come about 18 immediately. Would you agree? 19 A. That's very difficult for an industrial 20 hygienist to deal with, yes. 21 Q. And one of the reasons it's difficult is, 22 someone can work around a substance or a toxin and be 23 fine for a long time and get a wrong impression about 24 what the hazards are. You're aware of that happening? 25 MR. COLLIER: Object to the form.

Page 110 1 A. Yes. 2 BY MS. DEAN: 3 Q. In this code of ethics for industrial 4 hygienists, it says that you have to accept the moral, 5 ethical and legal standards. That's one of the things 6 that we read together. Do you remember that? 7 A. Yes, I do. 8 Q. And do you agree with me that even in the 9 absence of a legal standard, a company does have both a 10 moral and ethical responsibility to its workers and to 11 the people that use their products to make sure that they 12 are being reasonable and safe in following ethical and 13 moral rules in how they conduct themselves? 14 A. The company has a responsibility to -- 15 DEFENSE: Objection to form. 16 A. The company has a responsibility to make sure 17 that the products and materials that their employees come 18 in contact with are handled, that they're handled safely 19 and that they don't harm the employees. 20 BY MS. DEAN: 21 Q. And here's a basic example. We all know about 22 OSHA regulating asbestos starting in 1972. Fair? 23 A. Yes. 24 Q. Even before that, if a company knows that 25 there's a hazard associated with a substance that is	Page 112 1 MR. COLLIER: Object to the form. 2 A. Well, I mean, it's part of our code of ethics. 3 It's right there. 4 BY MS. DEAN: 5 Q. And you agree with that? 6 A. I wouldn't be certified if I didn't agree with 7 it. 8 Q. Okay. And then under the "Responsibilities" 9 section where they enumerate specific responsibilities, 10 No. 1 says, "Comply with laws, regulations, policies and 11 ethical standards governing professional practice of 12 industrial hygiene and relative activities." 13 A. "Related activities". 14 Q. Thank you. Sorry. 15 And on a most basic level, if there are 16 rules about a toxin and a hazardous substance and a 17 company is not, first, learning those rules and, second, 18 following them, that is not only a violation of the 19 particular rule but of the professional standards and 20 code of ethics of the ABIH, which you're a part of. 21 Would you agree? 22 MR. COLLIER: Object to the form. 23 A. You're asking me, do we comply with law? Yes, 24 we do. 25 BY MS. DEAN:
Page 111 1 later regulated, they shouldn't just wait for regulation. 2 They also have a code of just being reasonable about the 3 different substances they are putting out into the 4 environment. Would you agree with that? 5 A. If it's known, yes. 6 Q. Okay. The next paragraph under the "Preamble" 7 talks about how, "As professionals in the field of 8 industrial hygiene, ABIH certifies and candidates" -- 9 "cer" -- 10 A. I'm sorry. Where are you? 11 Q. I'm glad you asked, -- 12 A. Oh, I see. I got it. 13 Q. -- because I can start all over again. 14 A. Okay. 15 Q. It says, "As professionals in the field of 16 industrial hygiene, ABIH certificants and candidates have 17 the obligation to: maintain high standards of integrity 18 and professional conduct; accept responsibility for their 19 actions;..." and it goes on to give other examples. Do 20 you see that? 21 A. Yes, I do. 22 Q. And this notion that it is critical as a 23 profession to accept responsibilities for their action is 24 one that you agree is a reasonable expectation for that 25 profession?	Page 113 1 Q. And to comply with law, these two basic steps at 2 the very minimum, knowing what it is and then taking the 3 acts to make sure you're complying with it are needed. 4 Right? 5 A. Well, the OSHA standard requires that we provide 6 a safe and healthy workplace, and OSHA doesn't regulate 7 specifically every substance. And, as an industrial 8 hygienist, it would be up to me to find those unregulated 9 substances and find out what hazards might be associated 10 with them and provide suitable protections as needed, 11 either in the way of procedures or PPE or whatever. 12 Q. And the idea there's this catchall, that even if 13 it's not a regulated substance, we still need to be 14 careful and reasonable in how we act as a profession. Do 15 we agree on that? 16 A. Right. 17 MR. COLLIER: Object to the form. 18 BY MS. DEAN: 19 Q. But when we're talking about asbestos, that's 20 not one of the unregulated substances that relates to 21 OSHA. It was not only regulated, but the first substance 22 out of all of the substances out there that OSHA 23 determined needed to be regulated. Are you aware of 24 that? 25 A. I'm aware that it was among the first that was

Page 114 1 regulated, yes. 2 Q. Okay. One of the responsibilities that they 3 have on the second page, No. 2, says, "Recognize the 4 limits of one's professional ability and provide services 5 only when qualified." Do you see that? 6 A. Yes. 7 Q. And, first of all, do you agree that that's a 8 reasonable expectation or rule or code of ethics 9 standard? 10 MR. COLLIER: Object to the form. 11 A. Well, I mean, that's the same thing with 12 engineering. You don't do something you're not qualified 13 to do. 14 BY MS. DEAN: 15 Q. It is critical, especially when you're dealing 16 with health issues, that if you do not know the nature of 17 the hazard to talk to someone who does, if there is 18 someone out there who understands it. I mean, that's one 19 of the most basic parts of the code of ethics for an 20 industrial hygienist. 21 A. I'm sorry. I didn't -- 22 Q. I asked a long question. I'll start over. 23 A. Yeah. 24 Q. I do that a lot. I apologize. 25 One of the most basic rules and code of	Page 116 1 hire a consultant to help them so that they knew? 2 MR. COLLIER: Object to the form. 3 A. When? 4 BY MS. DEAN: 5 Q. At any point in time. 6 A. They used OSHA's -- the consensus that was 7 adopted when OSHA came out as needing to take action. 8 Prior to that it was a -- asbestos was considered a 9 nuisance dust. 10 Q. So let me take a couple things. First of all, 11 it is your belief that prior to OSHA in 1972 that what 12 the medical and scientific community believed is that 13 asbestos was a nuisance dust. Did I understand that 14 right? 15 A. That was the consensus, yes. 16 Q. And the consensus opinion in Celanese view as it 17 was making decisions on how to handle asbestos in their 18 plants throughout the country and even world was that it 19 was a nuisance dust. Meaning nuisance dust is one that 20 does not harbor significant or serious health hazards. 21 Fair? 22 MR. COLLIER: Object to the form. 23 A. Fair. 24 BY MS. DEAN: 25 Q. Let me ask you today, and we'll get into what
Page 115 1 ethics for industrial hygienists is that if you are not 2 familiar with a hazard and there is a limitation on what 3 you know is to either learn it or get advice from someone 4 who knows? 5 A. To hire a professional that is familiar with 6 that particular hazard. 7 Q. Are you aware on behalf of Celanese about how 8 much asbestos when released in the air is needed to 9 create a risk for the development of the disease 10 mesothelioma? 11 MR. COLLIER: Object to the form. 12 A. You're asking if I know what level is safe? 13 BY MS. DEAN: 14 Q. And if such a level has ever been found to 15 exist. 16 A. I'm not qualified to answer that. 17 Q. Okay. Who in Celanese was? 18 A. I don't believe -- 19 MR. COLLIER: Object to the form. 20 A. -- anybody would be. That's a medical or a 21 toxicology determination or epidemiology, and Celanese 22 didn't have those kind of people that were experts in 23 asbestos on staff. 24 BY MS. DEAN: 25 Q. Did they then make a call to find someone or	Page 117 1 the consensus was in 1972 a little bit later. Does 2 Celanese recognize today that that's just utterly wrong? 3 A. What is? 4 Q. That the idea that asbestos would only be a 5 nuisance dust is inaccurate, that it is a very toxic, 6 very dangerous dust? 7 MR. COLLIER: Object to the form. 8 A. Based on the knowledge they had at the time, 9 that was the consensus standard by the professionals in 10 the fields. 11 BY MS. DEAN: 12 Q. Can you name a single professional who actually 13 believed that? 14 A. Not personally I can't, no. 15 Q. Can you name a single journal that wrote that 16 opinion? And we'll even take the latest date that you 17 referenced in 1972 when it came out that wrote in the 18 '60s or '70s prior to OSHA that asbestos was considered a 19 nuisance dust as a consensus point? 20 A. No, I can't. 21 Q. Is there an organization, whether it be the 22 American Cancer Society or other cancer institutes or 23 health organizations or industrial hygiene organizations, 24 I mean this as broadly as I can think of, any group that 25 states what you just claimed, that it was the consensus

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1 opinion until OSHA came out in '72 that asbestos was a
2 nuisance dust?

3 A. The regulators considered it a nuisance dust.

4 Q. Have you looked at what OSHA said in its very
5 first set of regulations about asbestos disease in terms
6 of the danger of asbestos in its preamble?

7 A. Yes, but I would have to look at it again to
8 talk about it.

9 Q. Okay. Are you aware if OSHA from the get-go
10 indicated which deadly diseases were triggered from
11 asbestos exposure?

12 MR. COLLIER: Object to the form.

13 A. I have been aware in the past, but I can't
14 recall them.

15 BY MS. DEAN:

16 Q. Would you agree with me that a reasonable
17 company needs to be well informed about the dangers of
18 products that are being used by workers in their plant?

19 MR. COLLIER: Object to the form.

20 A. Well, Celanese was a very conscientious company
21 when it came to protecting their employees and having
22 ongoing comprehensive safety programs.

23 BY MS. DEAN:

24 Q. And before we test that belief, I guess my
25 threshold question is, the expectation from the thousands

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1 A. Okay.

2 Q. The first is, when you're dealing with health
3 hazards that could hurt someone's quality of life or even
4 their existence of life, do you believe a company needs
5 to wait until there is a consensus or that they should
6 start considering hazards even before a consensus
7 develops?

8 MR. COLLIER: Object to the form.

9 A. Well, there can be studies that aren't peer
10 reviewed, that aren't done appropriately that can have
11 negative information associated with them, and no, it's
12 not appropriate to respond to that.

13 BY MS. DEAN:

14 Q. Okay. And I guess what I'm asking is if there
15 is a middle. I understand that there are sometimes scare
16 tactics or bad information out there. I also understand
17 there are times where people understand issues with
18 certainty and that there is a consensus. Is Celanese of
19 the position that you need to wait until there's a
20 consensus to act when dealing with something where the
21 concern is so great that it might end up taking people's
22 lives?

23 MR. COLLIER: Object to the form.

24 A. That's an individual decision based on whatever
25 information is based on the particular topic you're

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1 of men and women that were working at Celanese throughout
2 the years in the different plants that they reasonably
3 investigate the different hazards of working in those
4 places, is that a reasonable expectation?

5 MR. COLLIER: Object to the form.

6 A. That they evaluate the hazards of the substances
7 that are brought in?

8 BY MS. DEAN:

9 Q. Yes.

10 A. Or if they protect against the known hazardous
11 substances that are brought in?

12 Q. Let's start with the first thing, that they even
13 evaluate what was known about the hazard, that they made
14 themselves aware of what was out there.

15 A. If it was information that was agreed upon by
16 the professional communities, then that's what they
17 followed.

18 Q. Okay. Back up a step.

19 A. I'm going to need to take a break pretty quick.

20 Q. Okay.

21 A. Is now a good time or --

22 Q. Let's finish hopefully this thought and then, of
23 course.

24 A. Okay.

25 Q. I have two hopefully quick follow-ups.

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1 talking about. There's no one answer for that.

2 BY MS. DEAN:

3 Q. Okay. And then kind of the threshold question,
4 the idea that the workers that were at Celanese that they
5 should expect Celanese to do an investigation about the
6 dangers that were known about the different work that
7 they were doing, that is a fair expectation. You would
8 agree with that?

9 A. Celanese did --

10 MR. COLLIER: Object to the form.

11 A. -- investigations about the known hazards that
12 they might be exposed to.

13 BY MS. DEAN:

14 Q. After our break we'll see if we can agree on
15 that.

16 A. Okay.

17 Q. Okay. Thanks.

18 THE VIDEOGRAPHER: This is the end of media
19 unit 2 of the video 30(b)(6) deposition of
20 Bruce Bower, excuse me, Bowyer. We are off the
21 video record at 1:02:58, 12:02:58.

22 (A break was taken.)

23 THE VIDEOGRAPHER: This is the beginning of
24 media unit 3 of the video 30(b)(6) deposition of
25 Bruce Bowyer. We are on the video record at

Page 122 1 12:11:15. 2 BY MS. DEAN: 3 Q. In terms of what needs to be done in order to 4 reasonably evaluate a hazard, you know as an industrial 5 hygienist that for many things measurement needs to 6 happen because you can't determine how much dust is in 7 the air without a measurement. Would you agree with 8 that? 9 A. You need to determine the exposure, that's 10 correct. 11 Q. And asbestos certainly fits into that category 12 that in order to evaluate the amount of asbestos in the 13 air to quantify the exposure, a test is done. You can do 14 air testing. 15 A. Yes, air monitoring. 16 Q. And then the second piece of information that 17 you would need to know is how much of that substance has 18 to be in the air before you have a risk for a problem. 19 Right? 20 A. There has to be some standard to compare it to, 21 yes. 22 Q. Do you know if anyone at Celanese ever consulted 23 the EPA or Environmental Protection Agency to find out 24 what it had to say about how little asbestos can be in 25 the air and create health hazards?	Page 124 1 MR. COLLIER: Object to the form. 2 A. OSHA has an established exposure standard. 3 BY MS. DEAN: 4 Q. And I hear that. I guess what I'm asking is, 5 are you aware that they acknowledged, one, that that 6 standard would still result in death and disease? That 7 even if people did what they were exposed to, even if 8 companies were 100 percent compliant, they expected and 9 anticipated it would result in death and disease? 10 MR. COLLIER: Object to the form. 11 A. I'm not aware of that. 12 BY MS. DEAN: 13 Q. Do you know if anyone in Celanese looked at the 14 OSHA information that quantified how many hundreds of 15 people yearly they believe would die even at the 16 regulatory standard if it was completely followed? 17 MR. COLLIER: Object to the form. 18 A. I've read the preambles and the standards 19 themselves. I don't recall those numbers. So if they 20 were in there, I read them. 21 BY MS. DEAN: 22 Q. Has anyone at Celanese in evaluating the hazard 23 that the workers there have as it relate to asbestos 24 where the different governmental and scientific 25 organization has said that despite extensive efforts they
Page 123 1 MR. COLLIER: Object to the form. 2 A. I do not know if they contacted EPA, no. 3 BY MS. DEAN: 4 Q. Do you know if they ever contacted any 5 epidemiologist in order to evaluate what kind of studies 6 had been done of groups to see at what low levels 7 resulted in increased death rates of people because of 8 asbestos exposure? 9 A. No, I do not know. 10 MR. COLLIER: Object to the form. 11 BY MS. DEAN: 12 Q. Do you know if they ever contacted different 13 scientific bodies where extensive scientific research was 14 done on toxins, things like the World Health Organization 15 or the International Agency of Research on Cancer to see 16 what they had to say about the ability of asbestos to 17 cause disease and at what levels? 18 A. No. 19 MR. COLLIER: Object to the form. 20 BY MS. DEAN: 21 Q. Are you aware that OSHA, one area that you know 22 has been consulted, indicated that there is not a known 23 safe level of exposure to asbestos and that at all 24 concentrations measured to date there has been an 25 association with disease?	Page 125 1 can't find a known safe level of exposure to asbestos 2 where there isn't a risk for the development of disease, 3 specifically the disease mesothelioma? 4 MR. COLLIER: Object to the form. 5 A. I'm not aware of that. 6 BY MS. DEAN: 7 Q. Do you believe it is a reasonable position, 8 given what OSHA and the scientific community has said, to 9 believe that if you follow OSHA there is not a risk for 10 death and disease to your employees? 11 MR. COLLIER: Object to the form. 12 A. Oh, I'm sorry. I don't understand that 13 question. 14 BY MS. DEAN: 15 Q. I'll ask it again. 16 A. Well, you need to say it differently or 17 something, because I think I understood what you said. 18 Q. Do you believe that it is reasonable to 19 conclude, if you actually read OSHA, that if by following 20 their limits in terms of what they articulated about the 21 use of asbestos, that that meant employees would be safe 22 and there wasn't a risk for the development of asbestos 23 disease? 24 MR. COLLIER: Object to the form. 25 A. I'm still not sure what you're asking me. I'm

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1 sorry.
 2 BY MS. DEAN:
 3 Q. No, no. I'll try again.
 4 You, if I understood you correctly,
 5 indicated that Celanese as a company believed that if
 6 they followed the OSHA limits as they related to asbestos
 7 that was good enough. Did I understand you correctly in
 8 that regard?
 9 A. At that point in time -- at various points in
 10 time that's really all we had to go on was the OSHA
 11 standards.
 12 Q. And what I'm asking is, in every single OSHA
 13 standard that has been promulgated about asbestos, are
 14 you aware, without exception -- in other words, we can
 15 look at '72 or '76 or '86 or '94. Without exception they
 16 have indicated that, even if you follow the standards and
 17 even if other companies follow the standards, there will
 18 be death and disease?
 19 MR. COLLIER: Object to the form.
 20 A. Am I aware that the OSHA standards is what
 21 you're asking?
 22 BY MS. DEAN:
 23 Q. Yes.
 24 A. Excuse me. I'm not aware that it does. It may
 25 say that.

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1 Q. Certainly in the time that you were at Celanese,
 2 if that was said, that was not something that you saw
 3 influencing the policy and procedures of the company?
 4 MR. COLLIER: Object --
 5 BY MS. DEAN:
 6 Q. You're not even sure it was said?
 7 MR. COLLIER: Object to the form.
 8 A. I've read the preambles and the standards, and
 9 if it says that in there, then I have read them. I just
 10 don't recall reading it.
 11 BY MS. DEAN:
 12 Q. And my point is, what you do recall and what you
 13 do know the company acted on was the legal limits that
 14 were put forward. Right? That's something you can tell
 15 me today?
 16 A. We ensured that we did not exceed the standard,
 17 yes.
 18 Q. Okay. And, again, we'll get into what the tests
 19 show and what was done in a moment, but what you don't
 20 recall and can't say with any assurance is whether anyone
 21 at Celanese acted on information from OSHA that there was
 22 going to be cancer related death and disease even if the
 23 regulatory standards were met?
 24 MR. COLLIER: Object to the form.
 25 A. We responded to the change in the regulation

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1 when it occurred.
 2 BY MS. DEAN:
 3 Q. And that was it?
 4 MR. COLLIER: Object to the form.
 5 BY MS. DEAN:
 6 Q. Let me ask you this. Does the company have any
 7 kind of familiarity with OSHA's enforcement capabilities,
 8 whether they were undermanned, how many inspectors they
 9 had, the purview of the inspectors, anything like that?
 10 A. Based on what was in various publications and
 11 newspapers and things like that was all the information
 12 we had.
 13 Q. Okay. And I don't know -- let me try to follow
 14 up on that. My understanding in looking at what was
 15 available in the public press and from OSHA is that OSHA
 16 inspectors, one, were undermanned, that 2 percent of the
 17 employment plates in the country were the extent of which
 18 they could even visit throughout the '70s and, two, that
 19 industrial hygienists related hazards that dealt with
 20 substances were largely ignored. Have you heard either
 21 of those things?
 22 A. Let's go back to the first one.
 23 Q. Sure.
 24 A. To quantify the number of inspectors and the
 25 number of places that could be inspected, I don't have

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1 any knowledge of that. I mean, I've heard general
 2 statements, but nothing specific.
 3 Q. Tell me what you've heard instead of me trying
 4 to recapture it.
 5 A. Just that we don't have enough inspectors to
 6 inspect every place that operates.
 7 Q. And then let me go to the second one, and sorry
 8 to put them together, but this idea that the inspectors
 9 were much more focused in on things like hard hats and
 10 ladders than they were about industrial hygiene chronic
 11 diseases, is that something that you were familiar with?
 12 A. That's not my experience with OSHA.
 13 Q. Okay. When did your experience with OSHA start?
 14 A. 1978.
 15 Q. Okay. Are you familiar with the different OSHA
 16 citations that Celanese as a company had relating to
 17 asbestos?
 18 MR. COLLIER: Object to the form.
 19 A. I'm familiar with one that we had at the
 20 Salisbury plant, which was merely a housekeeping
 21 citation. I can't recall any others.
 22 BY MS. DEAN:
 23 Q. Have you looked?
 24 A. Only through counsel, and I don't recall seeing
 25 any.

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1 Q. Okay. And so just to finalize this, at least in
2 your efforts to prepare for the corporate rep deposition,
3 you're not aware of other OSHA citations happening in
4 Celanese plants on or before 1978, the last day of Mr.
5 Seay's exposure?

6 A. No, I'm not.

7 MR. COLLIER: Object to the form.

8 BY MS. DEAN:

9 Q. You're not aware, for instance, of any exposures
10 that happened in Bishop, Texas?

11 A. Any exposures?

12 Q. Sorry. That's not what I meant.

13 You're not aware of any OSHA citations
14 prior to 1978 in Bishop, Texas directly relating to
15 asbestos?

16 A. I could have seen it, but I can't recall it.

17 Q. So you're not prepared to talk about that as we
18 sit here?

19 A. If you can show me something, I'll talk about
20 it.

21 Q. Okay. And you understand that, at least the way
22 the process is intended to work is, I'm coming here to
23 get information from you?

24 A. Yes, I understand.

25 Q. Okay. Are things like OSHA citations

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1 Right?

2 A. The safety people are the ones that typically
3 are responsible for providing that information to the
4 plant so that can be passed down to the employees.

5 Q. And we may be saying the same thing, but if your
6 medical officer or director determines from a conference
7 a hazard, one of the first places that information at the
8 top needs to go is to the different industrial hygienists
9 and medical people that are at the plant location. Is
10 that fair?

11 A. It depends upon what the information is, but if
12 there's a consensus adopted about that specific hazard,
13 then, yes. And that medical director, medical person,
14 industrial hygienist became aware of that, then it would
15 be upon them to pass that down.

16 Q. And then the next step that needs to happen is
17 not just to get the information to the people at the
18 plants, but that for the management or safety people at
19 the plants to make sure that information gets to the
20 individuals who might be at risk?

21 A. Education is an important part of hazard
22 control.

23 Q. Okay. And any kind of policy that tries to
24 limit the amount of information about hazards would be in
25 your opinion a bad policy?

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1 information that would make it to corporate?

2 A. Yes.

3 Q. Okay. Are OSHA citations also information that
4 usually would be maintained in the business records for
5 Celanese?

6 A. Probably not at the corporate level.

7 Q. Okay. Where would they be maintained at?

8 A. At the site.

9 Q. Do you know if any investigation -- I mentioned
10 Bishop, and you mentioned Salisbury. Do you know if any
11 investigation was made at the sites for any other
12 Celanese plant that, one, related to asbestos, and, two,
13 was before 1978?

14 MR. COLLIER: Object to the form.

15 A. Investigation related to?

16 BY MS. DEAN:

17 Q. The existence of OSHA citations.

18 A. Oh. No, I don't know.

19 Q. Okay. Would you agree that if a company becomes
20 aware that a substance that they are exposing their
21 employees or workers to is hazardous that it is important
22 that that information be communicated?

23 A. Yes.

24 Q. And some of the places where it should be
25 communicated are to the safety people in the company.

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1 MR. COLLIER: Object to the form.

2 A. I've never been aware of a policy that does
3 that.

4 BY MS. DEAN:

5 Q. Fair enough.

6 But the baseline idea that, once you
7 determine that there's a hazard, trying to keep that
8 information from the person who might be exposed to it is
9 the opposite thing you want to do as an industrial
10 hygienist. You want to try to educate them.

11 A. You want to communicate hazards to employees,
12 yes.

13 Q. Okay. And you don't recall seeing any kind of
14 written policy from Celanese trying to limit how
15 information was disseminated or who it was disseminated
16 to?

17 A. No, I have not.

18 Q. Okay. Do you know if at any point in time --
19 well, first of all, let me ask you, do you know when
20 Celanese was first sued in the context we're in in a
21 court system relating to asbestos related disease?

22 A. I may have known at some time, but I can't
23 recall it.

24 Q. Do you know if it was in the '70s or '80s?

25 A. No, I don't.

Page 134 1 Q. What about their first workman's comp claim 2 relating to asbestos, do you know when that occurred? 3 A. No. 4 Q. Are those two either things that you've 5 investigated prior to coming to today's deposition? 6 A. Through counsel, but I haven't personally been 7 involved. 8 Q. But I guess if I wanted to know whether there 9 was a workman's comp claim related to asbestos before 10 1978, you don't know it as you sit here? 11 A. That's correct. 12 Q. Okay. Same with the lawsuit? 13 A. Unless it's in the documents that were provided, 14 which I have reviewed and can't recall word for word or 15 document for document. 16 Q. Do you know if anyone at Celanese ever made any 17 kind of effort to voice an opinion to OSHA or other 18 regulatory bodies to say that they disagree with the 19 standards or findings of OSHA? 20 A. Specific to asbestos? 21 Q. Yes. 22 A. No, I do not know. 23 Q. Okay. Are you aware of anyone that disagrees 24 with the findings of OSHA in Celanese as it relates to 25 asbestos and asbestos related disease?	Page 136 1 A. -- who believed it had risks associated with it, 2 but there was no consensus that it caused those risks. 3 BY MS. DEAN: 4 Q. Your opinion at least closer in time to when all 5 these things happened in the past was that no one knew by 6 1960 that asbestos carried health risks. Do you recall 7 that? 8 MR. COLLIER: Object to the form. 9 A. I don't know if I said that. I said there 10 wasn't a consensus. There were people who had done 11 studies that believed there were hazards. 12 BY MS. DEAN: 13 Q. While I look this up, tell me, first of all, 14 what did Celanese know about, if anything, about the 15 folks that had believed that there was a health risk in 16 the 1960s about the dangers of asbestos? 17 A. Like? 18 Q. Well, you just said that the consensus was there 19 wasn't a harm, but some people believed that there was. 20 A. There were studies that done -- there were 21 studies that were done, and I've seen some of those 22 reports, that said that asbestos can cause harm. 23 Q. Did anybody at Celanese see those reports when 24 they came out in the '60s or '50s? 25 MR. COLLIER: Object to the form.
Page 135 1 MR. COLLIER: Object to the form. 2 A. Anybody within Celanese? 3 BY MS. DEAN: 4 Q. Yes. 5 MR. COLLIER: Object to the form. 6 A. I'm not aware of anyone. 7 BY MS. DEAN: 8 Q. Okay. Are you aware of anyone in Celanese that 9 has ever taken a position that they disagree with the 10 Environmental Protection Agency about what it has 11 indicated about asbestos and asbestos related disease? 12 A. I don't know what EPA said, but I don't know of 13 anybody that took issue with it. 14 Q. Right before we took our last break, I think you 15 had indicated that until OSHA came out in '72 it was the 16 belief that asbestos at least among the consensus in 17 Celanese opinion that asbestos was a nuisance dust. Do 18 you remember that? 19 A. Yes. 20 Q. And in the past I understood your opinion to be 21 that in the 1960s no one knew that asbestos had health 22 risks. Asbestos was only talked about in terms of the 23 positive things it did. Is that fair? 24 A. There were people -- 25 MR. COLLIER: Object to the form.	Page 137 1 A. I can't remember when they came out, but Ernie 2 Dixon went to a conference with Selikoff where he 3 presented his information. 4 BY MS. DEAN: 5 Q. And that's something that you've talked to other 6 lawyers like myself about in earlier depositions. Right? 7 A. It seems that I have, yes. 8 Q. But if the jury wanted to know, as an industrial 9 hygienist who worked at Celanese for decades, what your 10 initial impression was about how hazardous asbestos was 11 considered in the '60s, it was your belief that asbestos 12 in the 1960s not many people anywhere knew anything about 13 it, other than it was a positive thing, that it was 14 something that was good to be used? 15 A. It was considered a nuisance dust. 16 Q. And, even further, that you didn't believe that 17 there was information linking asbestos to any health 18 hazard, even asbestosis during that time frame? 19 A. Which is? 20 MR. COLLIER: Object to the form. 21 BY MS. DEAN: 22 Q. The '60s. I'm sorry. 23 A. Okay. That's correct. 24 Q. And you, as a person working at Celanese for 25 several years, did not know anything about the health

Page 138 1 hazards associated with asbestos until 1978? 2 MR. COLLIER: Object to the form. 3 A. Well, I knew that there was a reason why the 4 company stopped using insulation containing asbestos 5 because of a health hazard in 1973. Prior to that, no. 6 BY MS. DEAN: 7 Q. Can you say that again? I'm sorry. 8 A. In 1973 I learned that the company stopped using 9 insulation containing asbestos because of health hazards 10 associated with it. 11 Q. That hasn't always been your testimony; has it? 12 MR. COLLIER: Object to the form. 13 A. To the best of my recollection, it's what I was 14 told when I was hired as an engineer. 15 BY MS. DEAN: 16 Q. And I'm going to hand you a deposition that was 17 taken in the Billy Johnson case from January 14, 2011, 18 and I'm directing you to page 45 and 47. 19 A. Okay. 20 Q. And what I'm looking at, if you don't mind 21 reading and any other context you want you can, but is 22 that triangle here and here. 23 MR. COLLIER: Do you have another copy of 24 that, Jessica? 25 MS. DEAN: I don't.	Page 140 1 specifically can remember." 2 A. Okay. 3 Q. Do you recall that testimony now that I gave you 4 a chance to look at it? 5 A. Yes. 6 Q. And there was a follow-up where you were asked, 7 "So everything that you know about asbestos and how it 8 was treated at Celanese in 1968 is based on what you 9 learned in 1978 and after?". And your answer was, 10 "That's correct." 11 A. Yes. 12 Q. And 1978 is, you know, half a decade after OSHA 13 came out. Fair? 14 A. Yes. Half a decade, right. 15 Q. This idea that the consensus was that asbestos 16 was a nuisance dust, are you aware of how many hundreds 17 of articles by 1965 were in peer reviewed published 18 literature saying the opposite of that? 19 A. No, I do not. 20 Q. I'll represent to you it was over 600 articles. 21 Is that something you've ever investigated to learn 22 yourself before Celanese through you as a company makes 23 the representation that the consensus opinion, not just 24 an opinion, but the consensus opinion was that asbestos 25 was a nuisance dust all the way into 1972?
Page 139 1 MR. COLLIER: Okay. Hold on. Give me a 2 second. 3 MS. DEAN: Sure. 4 MR. COLLIER: What page did you say? 5 MS. DEAN: 45 and 47. 6 THE WITNESS: Are you ready? 7 MR. COLLIER: I mean, was there a question 8 pending or -- 9 THE WITNESS: You want me to read it; don't 10 you? 11 MS. DEAN: Yeah. I was giving him a chance 12 to read it, and then I was waiting for you to 13 catch up. 14 MR. COLLIER: Oh, yeah, yeah. sorry. I'm 15 ready. I didn't know if there was a question 16 pending. 17 BY MS. DEAN: 18 Q. Okay. Do you mind if I -- 19 A. Oh. What part -- let's start there. 20 Q. Yeah. 21 My understanding is, that when you were 22 asked the question "And when was the first time that you 23 ever heard asbestos in any kind of hazard context?", that 24 your answer at least three or four years ago was, "In 25 1978 dealing with the hazards of asbestos that I	Page 141 1 MR. COLLIER: Object to the form. 2 A. And what's your question? 3 BY MS. DEAN: 4 Q. Was that something you investigated before you 5 said -- you said it, or is it just based on your belief 6 about it must have been a nuisance dust based on how 7 Celanese acted? 8 A. That's what the regulatory community thought it 9 was. That's what Dr. Dixon thought it was or at least 10 believed that there needed to be further investigation to 11 determine if it was more than that. 12 Q. And so the regulations are written down, and I 13 think that's one place that we can look together. But 14 when you say the regulatory community believed that 15 asbestos was a nuisance dust, can you give me which 16 regulatory community you're referencing? 17 A. At the time it was North Carolina that I'm 18 referring to. I don't know if there was a federal 19 standard for nuisance dust or not. South Carolina may 20 have had a similar nuisance dust standard. I really 21 don't know. 22 Q. Is there anyone in North Carolina or otherwise 23 that you can point to me who says in the '50s, '60s or, 24 you know, even the first part of the '70s before we get 25 to OSHA that states what you've claimed, that asbestos as

Page 142 1 opposed to causing a lot of different deadly diseases is 2 a nuisance dust? 3 MR. COLLIER: Object to the form. 4 A. The regulatory community treated it as a 5 nuisance dust in North Carolina. 6 BY MS. DEAN: 7 Q. Where can you point to me to evidence that? 8 A. I can't. 9 Q. Okay. I want to start off with Dr. Selkoff and 10 here's why. You're aware that the head medical person, 11 Mr. Dixon or Dr. Dixon attended this conference all the 12 way back in the 1960s with Dr. Selikoff discussing the 13 hazards of asbestos. Right? Is that a yes? 14 A. Yes. I'm sorry. 15 Q. Sometimes we're looking at what's written, not 16 - 17 A. Yes, I know. 18 Q. And let me just pause there to say, would you 19 agree with me that is a really effective way to 20 communicate information, to be at a medical conference 21 where health hazard ideas are being discussed with other 22 medical professionals? 23 MR. COLLIER: Object to the form. 24 A. That's probably an effective way of 25 communicating information, yes.	Page 144 1 harmful that that would get to you and others that were 2 working with that - around that substance or were in a 3 health position to determine safety policy for those 4 working with or around that substance? 5 MR. COLLIER: Object to the form. 6 A. What I recall from Dr. Dixon's deposition is 7 that he walked away from that conference believing there 8 needed to be further study. 9 BY MS. DEAN: 10 Q. Let's start with that. Do you know what 11 affirmative actions in the '60s were taken when he worked 12 - walked away from that conference to make sure he did 13 what he thought, that this needs to be further studied, 14 that we need to figure out more about it? 15 MR. COLLIER: Object to the form. 16 A. I do not know what he did personally. 17 BY MS. DEAN: 18 Q. Do you know if he went less than a mile down the 19 streets to the head of the conference to ask him his 20 professional opinion about insulation and gaskets and 21 packing being used in plants throughout the U.S.? 22 MR. COLLIER: Object to the form. 23 A. I'm sorry. A mile down the street? 24 BY MS. DEAN: 25 Q. Yeah. From the corporate offices, do you know
Page 143 1 BY MS. DEAN: 2 Q. I mean, some of the other ways that you've 3 discussed in the past is getting journal information 4 mailed to you. Right? 5 A. Yes. 6 Q. Or doing some kind of PubMed search where you 7 look in the medical or industrial hygiene journals and 8 determine what's being - what's going on. Right? 9 A. Yes. 10 Q. But there is something about sitting next to 11 real people that have the same medical background and 12 having face-to-face meetings with them to discuss ideas. 13 Right? 14 A. Yes. 15 MR. COLLIER: Object to the form. 16 BY MS. DEAN: 17 Q. And that happened in the 1960s with somebody 18 high up at Celanese who had a medical background. 19 Correct? 20 MR. COLLIER: Object to the form. 21 A. Ernie Dixon was at that conference, yes. 22 BY MS. DEAN: 23 Q. And you would expect that if a medical director 24 learned information that a substance that was being used 25 throughout the country by Celanese in its plants was	Page 145 1 if he went to - I'll represent to you Dr. Selikoff was 2 in Manhattan. 3 A. Okay. Ernie Dixon wasn't with the company when 4 that conference occurred I don't believe. 5 Q. Okay. When did Ernie Dixon first start working 6 for Celanese? 7 A. I don't remember the dates. 8 Q. I've looked at it, but I don't recall either. 9 Do you agree with me it was in the 1960s? 10 A. Probably, yes. 11 Q. Have you done anything, and you, again, as the 12 representative of Celanese, to determine whether this 13 health professional made a reasonable conclusion, in 14 other words, whether his conclusion after going to this 15 study was just that we needed to do further research was 16 reasonable? 17 MR. COLLIER: Object to the form. 18 A. I have no way of determining what you might 19 think is reasonable. He I assume did what he thought was 20 reasonable. 21 BY MS. DEAN: 22 Q. Let me ask you. Are you aware of a single 23 change in how asbestos was handled anywhere in the plant 24 as a result of him attending this conference, any plant 25 for Celanese?

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1 MR. COLLIER: Object to the form.

2 A. Well, he wasn't with the company at that time I
3 don't believe as I recall. So him being at that
4 conference would have had no impact on Celanese
5 Corporation.

6 BY MS. DEAN:

7 Q. And we can -- you're aware this conference was
8 in the mid '60s. Right?

9 A. I don't remember the dates, but I trust that
10 you're telling me the truth.

11 Q. Whether there is a 2 month or a 2 year delay
12 from when he went to this conference and where he started
13 -- when he started working for Celanese, the heart of my
14 question is, are you aware based on the information he
15 obtained at this medical conference dedicated to asbestos
16 disease, what, if anything, he did when he came into
17 Celanese to change how things worked to protect
18 employees?

19 MR. COLLIER: Object to the form.

20 A. No, I'm not.

21 BY MS. DEAN:

22 Q. Okay. Have you ever seen -- well, let me back
23 up. Are you aware that this conference was of such
24 importance that not only was it heavily and widely
25 attended from people all over the United States but all

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1 Q. Before you say under oath to people, hey,
2 asbestos was a nuisance dust back then, back then being
3 the 1960s and early part of the '70s, do you think at the
4 very least one could expect that you would look at the
5 meeting minutes of the meeting that you know your medical
6 director attended to see if that's actually what was
7 said?

8 MR. COLLIER: Object to the form.

9 A. Well, it would have been up to that individual
10 to communicate information down to the sites.

11 BY MS. DEAN:

12 Q. Completely agree. And that's --

13 A. If it was appropriate, it would have been up to
14 him to do that, and at that time he believed there needed
15 to be further study.

16 Q. Can you name a single person or single effort to
17 do further study that was done in the 1960s funded by
18 Celanese?

19 MR. COLLIER: Object to the form.

20 A. Celanese was not in the business of doing
21 studies, health studies. They relied on the experts in
22 the field to come to conclusions.

23 BY MS. DEAN:

24 Q. And I guess that's my question. Are you aware
25 of a single expert, whether it be Dr. Selikoff or Dr.

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1 over the world?

2 MR. COLLIER: Object to the form.

3 A. I'm not aware of the attendance.

4 BY MS. DEAN:

5 Q. Are you aware that the attendance isn't
6 something just known to the folks that had the
7 opportunity to be at it but were written down and
8 reported in textbook?

9 A. I'm sorry. What was written down in the
10 textbook?

11 Q. Are you aware that the proceedings of that
12 meeting were taken and put into written form and then put
13 and published in a bound book that has been sold all
14 over the country?

15 A. I was not aware of that.

16 Q. When Celanese says under oath to juries and to
17 other folks, in talking about something as serious as a
18 person believing that they've lost their life from
19 asbestos exposure, that until 1972 it was a nuisance
20 dust, do you think that a reasonable thing to do would be
21 at least look to the location of information you know the
22 medical director had when he started the job?

23 MR. COLLIER: Object to the form.

24 A. And I lost the -- what your question was.

25 BY MS. DEAN:

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1 Churg or another one of the 40 names of the authors from
2 the conference he attended or someone from the National
3 Cancer Institute, anyone, that he actually consulted who
4 had a background in evaluating the biological effects of
5 asbestos, which was the name of the conference he
6 attended?

7 MR. COLLIER: Objection.

8 A. That Dr. Dixon contacted?

9 BY MS. DEAN:

10 Q. Yes.

11 A. No, I'm not aware.

12 MR. COLLIER: Object to the form.

13 BY MS. DEAN:

14 Q. What about anyone else at Celanese after he
15 started with the company, Dr. Dixon?

16 MR. COLLIER: Object to the form.

17 A. Anyone else at the company?

18 BY MS. DEAN:

19 Q. Who contacted anyone who had background on the
20 biological effects of asbestos in order to do what Dr.
21 Dixon suggested, and that is more research on asbestos
22 disease?

23 MR. COLLIER: Object to the form.

24 A. Celanese was not undertaking studies on asbestos
25 exposure to determine the effects of asbestos.

Page 150 1 BY MS. DEAN: 2 Q. First of all, do you think that is reasonable, 3 to be using massive amounts of asbestos throughout the 4 country and even internationally and not invest any funds 5 to do any studies to determine whether it's deadly? 6 MR. COLLIER: Object to the form. 7 A. Well, what's reasonable is debatable. That's a 8 very subjective term. And, again, we use a lot of 9 products/materials in a lot of our plants that we rely on 10 the suppliers of those materials to do the studies. 11 Q. I'm going to hand you this book that I want you 12 to first just, if you don't mind, show to the camera so 13 that everybody can see what we're looking at. And that 14 says at the front "A New York Academy of Sciences Classic 15 Reprint from December 31st, 1965". It's called, 16 "Biological Effects of Asbestos, Annals of the New York 17 Academy of Sciences from Dr. Selikoff". 18 And, first of all, can you just look at 19 that and confirm that what I told you was accurate? 20 A. Are you ready? 21 Q. Thank you. Sorry. 22 A. That's okay. 23 Well, all I can do is reread it, because I 24 can't remember what you said. "Annals of the New York 25 Academy of Sciences, Volume 132, Article 1, pages 1	Page 152 1 talking about "Clinical Studies of Pulmonary 2 Asbestosis"? 3 A. Yeah, Section 6. 4 Q. And are you aware that in the half a dozen or 5 more articles in that section they discuss asbestosis 6 being a scarring of the lung that results in death in 7 extreme cases? 8 MR. COLLIER: Object to the form. 9 A. Am I aware of that? No, I have not read this 10 stuff. 11 BY MS. DEAN: 12 Q. And so when you gave the statement that the 13 consensus opinion that asbestos was a nuisance dust seven 14 years after this publication, you hadn't seen this. 15 Fair? 16 A. That's fair. 17 Q. Okay. It also goes on to have an entire section 18 with half a dozen or more articles about "Asbestos and 19 Neoplasm Epidemiology". Do you see that? 20 A. Yes, I see that, Section 8. 21 Q. Do you know what neoplasm is? 22 A. I think it's a form of cancer. 23 Q. Okay. I'll represent to you that that's 24 accurate. 25 Do you know if Celanese was familiar with
Page 151 1 through 766, Biological Effects of Asbestos, Conference 2 Co-chairmen were I.J. Selikoff and J. Churg." 3 Q. And do you see the date at the bottom? 4 A. "December 31st, 1965". 5 Q. If you don't mind handing me that, first of all, 6 do you see that there are several dozen authors that are 7 listed as part of this publication? 8 A. Yes. 9 Q. Okay. And in the scientific council they list a 10 bunch of people that are part of this committee, and then 11 it goes on to give the contents of the different 12 articles. And if I put this here, are you able to see it 13 so that we can look at it together? 14 A. Is that part of the -- oh, that's just where the 15 book has come apart. 16 Q. Yes, it is. 17 A. Okay. Now, what do you want me to look at? 18 Q. First of all, if I keep it here, are you able to 19 look at it? 20 A. Yes, I can see it. 21 Q. And do you see that there's an entire section 22 dedicated to "Human Exposure to Asbestos Industrial 23 Populations"? 24 A. Yes, Section 3. 25 Q. Okay. And do you see that there's a section	Page 153 1 the concept of epidemiology? 2 MR. COLLIER: Object to the form. 3 A. Yes, Dr. Dixon was. 4 BY MS. DEAN: 5 Q. Certainly there are much more sophisticated 6 definitions than this, but epidemiology studies 7 populations in order to determine if disease patterns 8 occur in groups that are exposed to different toxins or 9 environmental -- 10 A. Or drugs or whatever. 11 Q. Yeah. Sure. 12 There's a section there called "Asbestos 13 and Neoplasm Diffuse Mesothelial Tumors." Do you see 14 that? 15 A. Yes, Section 9. 16 Q. Are you aware that mesothelioma or a mesothelial 17 tumor is the exact disease that Mr. Seay is dying from 18 now? 19 A. I believe that -- 20 MR. COLLIER: Object to the form. 21 A. I believe that was in his deposition. 22 BY MS. DEAN: 23 Q. And there are, again, several different articles 24 talking about mesothelial tumors directly in relation to 25 asbestos in this text from 1965. Right?

Page 154 1 A. I don't know that. You're telling me that there 2 is, but I haven't read these. 3 Q. And while you haven't read them, the fact that 4 there's a section that is labeled "Asbestos and Neoplasm 5 Diffused Mesothelioma Tumors", which lists out six 6 different articles is something that you can see from 7 this index? 8 A. I can -- 9 MR. COLLIER: Object to the form. 10 A. I can see that there's six articles that are 11 under that heading, yes. 12 BY MS. DEAN: 13 Q. And then there's a section that talks about 14 "Problems and Perspective". Do you see that? 15 A. Section 10. 16 Q. My goal at least in part, and maybe I will 17 succeed, maybe I don't, is to convince you that it is 18 well understood that asbestos was a deadly disease 19 earlier than 1972, and in that effort I want to hand you 20 Exhibit 14. 21 (Plaintiff's Exhibit No. 14 was marked for 22 identification.) 23 BY MS. DEAN: 24 Q. And the first thing I want to show you is that 25 what we're looking at is just one of the many articles at	Page 156 1 MR. COLLIER: Object to the form. 2 BY MS. DEAN: 3 Q. They mention one of the chairmen being a Jacob 4 Churg or Dr. Churg. Are you information -- are you aware 5 of what information he had about asbestos causing disease 6 prior to 1965? 7 A. No. 8 Q. Okay. So this article that I pulled out about 9 occupational and nonoccupational exposures to asbestos, 10 first of all, are you familiar with the research efforts 11 by the National Cancer Institute to determine not just 12 asbestos related cancer health risks but cancer problems 13 generally? 14 A. I've heard of the National Cancer Institute, 15 yes. 16 Q. Good group, trying to figure out how to -- 17 A. I can't say whether they're good or not, but 18 probably. 19 Q. The very first paragraph that they say here I 20 want to look at together with you. 21 A. Sorry. 22 Q. Not at all. I'm sorry. 23 It says, "Numerous reports by many 24 investigators from various countries establish the fact 25 that an occupational or nonoccupational inhalation of
Page 155 1 the Selikoff conference that the medical director for 2 Celanese attended, which you can see in the book itself 3 that we're looking at the same thing. It's called, 4 "Occupational And Nonoccupational Exposures To Asbestos" 5 from a Dr. Hueper, who is part of the National Cancer 6 Institute. Do you see that? 7 A. I do. 8 Q. And not only is this published in a book, but do 9 you see in the beginning of this book that it shows -- it 10 shows the volume and article in which these different 11 scientific journals can be found. It references Volume 12 132, Article 1, pages 1 through 766. 13 A. Yes. 14 Q. Okay. I'm isolating this one article by Dr. 15 Hueper, but let me pause and ask you: There are other 16 people that are listed in the front, for instance, Dr. 17 Selikoff. Are you aware of how many peer reviewed and 18 published articles he had about asbestos causing deadly 19 disease even prior to this 1965 conference? 20 A. No. 21 Q. They also mention a guy by the name of J.C. 22 Baukner (phonetic). Are you aware of his epidemiological 23 research about asbestos not only causing deadly disease, 24 but specifically mesothelioma prior to this coming out? 25 A. No.	Page 157 1 dust of different chemicals and physical types of 2 asbestos result in the development of asbestosis of the 3 lungs which, depending upon the type of exposure, may be 4 designated as an occupational, neighborhood or household 5 pneumoconiosis." First of all, do you see that? 6 A. I do. 7 Q. And you certainly expect that the medical 8 director of Celanese understood what pneumoconiosis is 9 given that he had a medical background. Right? 10 A. He was a medical doctor. He would understand 11 pneumoconiosis. 12 Q. In the years that you have acted as the 13 corporate representative for Celanese, have you seen any 14 reports of any kind that contradicts what Dr. Hueper says 15 here from the National Cancer Institute, and that is that 16 there's numerous reports indicating asbestos results in 17 asbestosis? 18 MR. COLLIER: Object to the form. 19 A. I'm sorry. You shortened that sentence a lot. 20 BY MS. DEAN: 21 Q. I did, but -- and I want you to make sure I'm 22 not shorting it in a way that's anywhere unfair. What I 23 said is that there's numerous reports that asbestos 24 causes asbestosis. The full sentence talks about 25 numerous reports but goes on to say that they're from

Page 158 1 investigators from different countries, that they're both 2 in occupational settings and nonoccupational settings. 3 A. Yes, that's this man's opinion. 4 Q. Okay. 5 A. I assume he's a man. 6 Q. Dr. Hueper is. 7 He goes on to say in the very next 8 sentence, "Since 1935 an increasing amount of 9 epidemiologic, clinical and pathologic evidence, 10 moreover, incriminates that this health hazard" — 11 "incriminates this health hazard as one of the 12 environmental sources of cancers of the lung" and then he 13 references "(Table 1)" and goes on to say, "and more 14 recently also of mesotheliomas of the pleura and 15 peritoneum..." 16 I want to go on and ask about the next 17 part, but do you see that first? 18 A. I do see it. 19 Q. And certainly the idea that asbestos causes 20 cancer being known since 1935 and being affirmed not just 21 by one body of science, epidemiology, but also clinical 22 and pathological evidence is something that contradicts 23 what you believed, and that is in this time frame 24 asbestos was just a nuisance dust. Do you agree with 25 that?	Page 160 1 A. Yes. 2 Q. And so you had not only information in the 3 conference discussing asbestos disease in terms of 4 asbestosis, cancer and mesothelioma, but you had the 5 future medical director of Celanese who kind of had the 6 background to make sense of this. Fair? 7 A. Yes. 8 Q. Okay. That sentence goes on to say — after 9 talking about cancer and mesothelioma and when it was 10 known, it goes on to say, "although some commercially 11 interested parties and their medical guardians and 12 protectors still prefer for their own reasons and 13 motives, to deny the existence of these dangerous and 14 usually fatal sequelae of a respiratory contact with 15 asbestos dust." Do you see that? 16 A. I do. 17 Q. Okay. Do you have any concern, after the review 18 of information you've seen, often by lawyers like myself, 19 about what was known about the dangers of asbestos, that 20 that was exactly what was going on in Celanese? 21 MR. COLLIER: Object to the form. 22 A. That what was going on? 23 BY MS. DEAN: 24 Q. The medical folks at Celanese preferred for 25 their own reasons and motives to deny the existence of
Page 159 1 MR. COLLIER: Object to the form. 2 A. I agree that this person made this statement. 3 BY MS. DEAN: 4 Q. And if you go on to look at Table 1, in making 5 this statement, he backs it up. In other words, he has a 6 table called "Carcinomas of the Lung in Asbestotics: 7 Reported Cases" and then lists the country where those 8 reports came about, the number of them, the sex, the age, 9 the exposure time, the latency period and other 10 information. Do you see that? 11 A. Yeah. I see the table, yes. 12 Q. And they show 240, several hundred different 13 reported cases of carcinomas of the lungs, and they're 14 reported not just in our country, but in other places 15 throughout the world. Do you see that? 16 A. I see the list, yes. 17 Q. Okay. After he talks about the cancers he said 18 more recently than 1935, to give context, there's also 19 mesotheliomas of the pleura and peritoneum. Do you see 20 that? 21 A. Yes. 22 Q. Do you believe, again, that the corporate 23 medical director of Celanese would have understood the 24 medical terms here, what a mesothelioma is, what the 25 pleura is, where the peritoneum is in the body?	Page 161 1 these dangers as opposed to accept what was being said in 2 this medical conference? 3 MR. COLLIER: Object to the form. 4 A. No, I don't — I do not believe that was his 5 motivation. 6 BY MS. DEAN: 7 Q. If you continue on with this, there is a Table 8 2. And if you go to page 189, it gives you a little — 9 which is the next page from the one you're on, it gives a 10 little bit of background of why we're talking about Table 11 2. 12 A. Go to the next page you say? 13 Q. Yeah. 14 A. Okay. 15 Q. The very last sentence of that section, I'm 16 looking right here, — 17 A. Okay. 18 Q. — just references Table 2. I like to have 19 context. So I just wanted to show you where I was 20 pulling that out of the article. It says, "The numerous 21 occupations and products associated with the production 22 and utilization of asbestos provide a vivid illustration 23 of the wide scope of industrial health problems related 24 to this mineral", and then it references "(Table 2)". Do 25 you see that?

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1 A. Yes. 2 Q. And if you turn to Table 2, it's labeled 3 "Asbestos", and then it has "Sites of asbestos cancers" 4 and says "Recognized-Lung". Do you see that? 5 A. Yes. 6 Q. And then it gives occupations and procedures 7 with contact to asbestos for producers, processors, 8 users, consumers, residents and lists out a lot of 9 different products where asbestos was used. Do you see 10 where I'm at in the -- 11 A. I think you're down in this section. 12 Q. Yes, sir. 13 A. Okay. 14 Q. In the different products that are identified in 15 that section, do you see that they list out specifically 16 gaskets and pump packing? 17 A. Yes. 18 Q. If I understand what you're saying that you walk 19 away from this conference that Mr. Dixon -- I've got to 20 stop calling him Mr. He's a doctor. Dr. Dixon -- is it 21 Dixon or Dyxson? 22 A. Dixon. 23 Q. Dixon. I'm going to start over because I messed 24 that up. 25 If I understand what you're saying, it's	1 agree? 2 A. I don't think we should minimize them. We 3 should communicate what's known. 4 Q. Another source of information that a company can 5 get in order to make sure they're on top of health 6 hazards is through professional organizations. Right? 7 A. That's one course, yes. 8 Q. Are you familiar as an engineer with the 9 American Society of Mechanical Engineers? 10 A. Yes, I am. 11 Q. Okay. What is that organization? 12 A. It's an organization of mechanical engineers. 13 Q. Were you ever a member? 14 A. I was not. I was invited, but I never joined. 15 Q. Okay. Are you aware that Celanese had a 16 multitude of different employees that were members 17 throughout the years? 18 A. I'm not aware personally of anyone who was. 19 Q. Is that something you researched at all? 20 A. No. 21 Q. Okay. Our notice, which we attached as Exhibit 22 1, one of the things that we explicitly put out is that 23 we're interested in whether they were a member. Do you 24 know if anybody did any kind of searching to figure out 25 membership?
Page 163	Page 165
1 that Dr. Dixon, the future Medical Director of Celanese 2 in the later years, in the '60s, walked away with this 3 for doing more research, can you show me one single thing 4 that he did to paper his files or to provide to the 5 lawyers to say this information I learned in this book or 6 at this conference doesn't apply to the people working 7 with gaskets and packing and insulation in our plants? 8 MR. COLLIER: Object to the form. 9 A. No, I don't have anything. 10 BY MS. DEAN: 11 Q. Do you know that by this time there had been a 12 study dedicated to insulators to see how many people 13 whose job it was to apply and remove insulation died of 14 asbestos disease? 15 MR. COLLIER: Object to the form. 16 A. No, I don't. 17 BY MS. DEAN: 18 Q. Have you seen other work by Dr. Selikoff where 19 he has entire chapters dedicated to what was known about 20 the dangers of asbestos in the 1930s, '40s, '50s and even 21 in earlier years than that? 22 A. No, I have not. 23 Q. Okay. Something that a company or a scientist 24 or an industrial hygienist should never do is minimize 25 the known dangers of a hazardous substance. Do you	1 A. To determine if the company was a member, not 2 individuals. 3 Q. Well, either way. I'll represent to you the way 4 the organization works is that it would be, for instance, 5 in your case, Bruce Bowyer, what year you were involved 6 for Celanese and then it would give the corporate 7 address. 8 A. Well, for example, the American Industrial 9 Hygiene Association has both individual and corporate 10 members. 11 Q. As does the National Safety Council; right? 12 A. Yes. 13 Q. I represent to you for the American Society of 14 Mechanical Engineers all the corporations are through the 15 individuals. 16 A. Okay. 17 Q. Did you know that? 18 A. No, I didn't. 19 Q. Either way, do you know if any search, whether 20 it be as a corporate entity or through high level 21 employees, had memberships in the American Society of 22 Mechanical Engineers? 23 A. I don't -- 24 MR. COLLIER: Object to the form. 25 A. I don't know that.

Page 166 1 BY MS. DEAN: 2 Q. One of the benefits of a group like that is to 3 allow a profession, here engineers, to identify problems 4 that persist in the profession and figure out neat ways 5 to design around them or confront them. Right? 6 MR. COLLIER: Object to the form. 7 A. I assume that kind of information is 8 transferred. 9 BY MS. DEAN: 10 Q. And it may not be a neat way. It might be a 11 mundane way, but -- 12 A. Or a more economical way. 13 Q. Right. But a way to address problems that 14 people in the field might be having so that you can 15 communicate as a group -- 16 A. Right. 17 Q. -- and hopefully work better. Fair? 18 A. Yes. 19 Q. I want to hand you a partial list, and I'm going 20 to mark this as Exhibit 3 -- 21 (Plaintiff's Exhibit No. 3 was marked for 22 identification.) 23 BY MS. DEAN: 24 Q. -- that we got authenticated and then referenced 25 from the American Society of Mechanical Engineers and	Page 168 1 Q. Should I ask the question again? 2 A. I'm sorry. I didn't know you were waiting for a 3 response. 4 Q. Yeah. 5 A. Okay. What was the question? 6 Q. Yeah. Just to verify that what's reported here 7 is that there are different individuals that are 8 identified by name from, you know, various different 9 engineers, like a plant engineer, or a design engineer or 10 a product engineer to the vice president, who are listed 11 in this American Society of Mechanical Engineering 12 membership List, and some of them date back all the way 13 to 1919. Some of them are in the '20s, some of them in 14 the '30s, some of them in the '40s. 15 MR. COLLIER: Object to the form. 16 A. The latest one I saw was in the '50s. 17 BY MS. DEAN: 18 Q. Yeah. I think this ends in '53. 19 A. Okay. 20 Q. Did you see that when you went through the list 21 as well? 22 A. I saw the dates, yes. I didn't recognize any 23 names. 24 Q. The only one I want to ask you with any 25 particularity is the Vice-President, because it says on
Page 167 1 start off by asking you, here we just have an affidavit 2 of authentication, which just shows that this librarian 3 was authenticating that this is an ASM&E membership list 4 from January, 1953, which you can then see reported on 5 the first page. Do you see that? 6 A. Yes. 7 Q. And I call it ASME. I know some people call it 8 A-S-M-E, but I'm referencing there the site in Camp 9 LeJeune. Is that okay? 10 A. Right. 11 Q. And what I've done is just highlighted and 12 pulled out the pages where I see different folks from 13 Celanese. And I want to give you a chance to look at 14 those and just verify that there are different 15 individuals from design engineers to plant engineers to 16 the vice president to the development engineers and 17 others that are listed here in this membership list of 18 being a member of ASM&E, some going all the way back to 19 1919, some in the '20s, some in the '30s, some in the 20 '40s and some in the '50s. 21 MR. COLLIER: Was there a question? 22 MS. DEAN: The beginning was just to verify 23 whether that is true. 24 MR. COLLIER: Oh, okay. 25 BY MS. DEAN:	Page 169 1 page 25 that there's a Charles Francis Beran, who is the 2 Vice-President of the Celanese Corp. of America, Madison 3 Avenue in New York. Is that a name you were familiar 4 with at all? 5 A. No, I'm not. 6 Q. It lists 1927. So I understand that. 7 A. Yeah. I'm not that old. 8 Q. Well, and I know you said that you know the 9 company went back at least into the 1930s. Does it 10 surprise you that there are Celanese members that are 11 even listed all the way back to 1927? 12 MR. COLLIER: Object to the form. 13 A. I assume that the 27 is the date that person 14 became a member of ASM&E -- 15 BY MS. DEAN: 16 Q. It's true. 17 A. -- and not necessarily when they were employed 18 by Celanese. 19 Q. I think those are related, but I don't know. So 20 I'm going to just tell you I don't know for sure. 21 The reason I bring up the list is just to 22 ask you whether you're aware of what information this 23 group was putting out about the dangers of asbestos and 24 when. 25 A. No, I'm not.

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1 MR. COLLIER: Object to the form. 2 BY MS. DEAN: 3 Q. I know you've been asked this about the 4 Industrial Hygiene Foundation and National Safety 5 Council, but I want to make sure the answer is no 6 different. Would you expect that if someone has 7 membership in an organization that they would have access 8 to the different periodicals that are provided by the 9 organization historically? 10 MR. COLLIER: Object to the form. 11 A. They would have access, yes. 12 BY MS. DEAN: 13 Q. What I would like to do next is go through a 14 couple of those. Let me pause and say, are we still good 15 to spend about 10 or 15 minutes on that and then break 16 for lunch, or do you want to break now? You're the one 17 that's having to do the hard work. 18 A. Oh, really? 19 Q. I feel like I'm No. 2 in line, but -- 20 A. I can probably last 10 minutes before I need a 21 break. 22 Q. Okay. I hope we can get through all of them, 23 but if not, I don't mind breaking. 24 I'm going to hand you what I'm going to 25 mark as Exhibit 10.	1 Dust, the Problem of Local Exhaust and General 2 Ventilation", -- 3 A. Right. 4 Q. And the author, according to the first footnote, 5 is from the U.S. Public Health Services in Washington 6 D.C. 7 A. Yes. 8 Q. And certainly, as an industrial hygienist, the 9 idea that local exhaust and general ventilation being 10 used to help deal with dust problems is something that's 11 well understood to you? 12 A. Yes. 13 Q. And does it surprise you that that's something 14 that was well understood even in the 1930s? 15 A. Even now that's a lot of what I do as an 16 engineer. 17 Q. Right. 18 The very first sentence says, "It is well 19 known that the inhalation of certain industrial dusts is 20 an important factor in causing occupational 21 disabilities." And, again, occupational disabilities are 22 just disabilities that happen in your workplace. Right? 23 A. Yes. 24 Q. And it goes on to say, "Dust such as granite 25 has been known to produce a fibrosis of the lung, which
Page 171	Page 173
1 (Plaintiff's Exhibit No. 10 was marked for 2 identification.) 3 BY MS. DEAN: 4 Q. And what I've handed you says at the very 5 beginning, "Mechanical Engineering Published by The 6 American Society of Mechanical Engineers, Contents for 7 October, 1933." Do you see that? 8 A. Yes. 9 Q. And it lists in the very beginning the different 10 articles that are contained in this periodical from 1933, 11 and one of them is about the control of industrial dust. 12 Do you see that? 13 A. Yes. 14 Q. I've pulled that article, and it's at the next 15 page. It indicates there that "The Control of Industrial 16 Dust, The Problems of Local Exhaust and General 17 Ventilation" and that the author, according to the first 18 footnote, is from the U.S. Public Health Services in 19 Washington D. C. Do you see that? 20 A. I'm sorry. Start again. I was reading when you 21 were talking. 22 Q. No, that's fair. And if you ever want me to 23 pause -- 24 A. No, that was my fault. 25 Q. But it's called, "The Control of Industrial	1 is often associated with tuberculosis, while other dusts, 2 such as asbestos, cement and slate are stated to produce 3 a varying degree of fibrosis." Do you see that? 4 A. I do. 5 Q. And are you familiar that fibrosis is a scarring 6 of the lung? 7 A. I know it's an effect on the lung. I don't know 8 off the top of my head that it's a scarring. 9 Q. Okay. But as an engineer that would be looking 10 at this information, the idea that asbestos is listed as 11 an example of something that could cause negative effect 12 on the lung is something that an engineer could 13 ascertain? 14 MR. COLLIER: Object to the form. 15 A. Well, that first paragraph, the lead-in, is this 16 person's opinion. 17 BY MS. DEAN: 18 Q. Sure. 19 A. You know, and so that's one person's opinion on 20 what happens. 21 Q. And an opinion that's written down and 22 distributed to a group of engineers, -- 23 A. Right. 24 Q. -- where Celanese had membership? 25 A. Right.

Page 174 1 Q. The next line that I've highlighted is one that 2 just says, "In every case, a careful study and analysis 3 of the problem is necessary so that dust concentrations 4 may be reduced to safe limits. First of all, do you see 5 that?" 6 A. I do. 7 Q. And, as an industrial hygienist, this concept of 8 evaluating the amount of dust so that you can figure out 9 how to reduce it to a safe level is something you're very 10 familiar with? 11 A. Sorry. As an industrial hygienist, you need to 12 sample the exposure and determine if any action needs to 13 be taken. 14 Q. Are you aware that this group of the American 15 Society of Mechanical Engineers discussed specific 16 methods that were available in the 1930s in order to do 17 just that, sample dust, things from the midget impinger 18 to more complicated systems that allow you to evaluate 19 the amount of dust in the air? 20 A. I'm not surprised, but no, I'm not specifically 21 aware. 22 Q. Prior to giving the statement that asbestos was 23 a nuisance dust or at least viewed as a nuisance dust 24 until 1972, were you aware that all the way back in the 25 '30s asbestos was one of the diseases identified in	Page 176 1 one that's closer to the top, is that third article, the 2 one that says "Toxic Dusts-Their Origin and Sources in 3 various industries". Sorry. 4 A. That's all right. I've just got to -- okay. 5 Q. Do you see that? 6 A. Yes. 7 Q. Okay. The first one just says, "The subject 8 assigned to me presupposes that many industrial diseases 9 are produced through contact with or inhalation of 10 industrial dusts of a toxic nature". Do you see that? 11 A. Yes. 12 Q. And then there's all these different subheadings 13 of different types of operations from a "Quarry 14 Operation", the "Stone Dressing and Finishing" and 15 "Mining" and "Foundries" and many others. Do you see 16 those subheadings? 17 A. Yes. 18 Q. There's one on the third page of this article 19 dedicated to "Asbestos and Asbestos Goods Manufacturing". 20 Do you see where I've highlighted that? 21 A. I do. 22 Q. This is an 80 year old article. So parts of it 23 are a little hard to read, but if you can see the second 24 sentence, I just want to read that and then talk to you a 25 minute about it. It says, "In the manufacturing of
Page 175 1 articles discussing the need to do an analysis or study 2 of dust quantities in the air? 3 A. No. 4 MR. COLLIER: Object to the form. 5 BY MS. DEAN: 6 Q. I have two more of these that I want to discuss 7 with you also from the 1930s. This is from February of 8 1935, and I'm marking it as Exhibit 11. 9 (Plaintiff's Exhibit No. 11 was marked for 10 identification.) 11 BY MS. DEAN: 12 Q. First of all, can you just verify that I 13 represented the date right? 14 A. February, 1935. 15 Q. Right. 16 And then there are three different articles 17 there about occupational dust disease. Do you see that 18 there's one that's first called, "Occupational 19 Disease-Problems of Prevention"? 20 A. Yes. 21 Q. Two, "Administration Of Occupational Disease 22 Control" and then three, "Toxic Dusts-Origin And Sources 23 In Industry"? 24 A. Yes. 25 Q. Okay. The first tab that you have there, the	Page 177 1 asbestos goods, particularly dusty atmospheres are 2 created in the break-out, spinning and picking 3 operations. The crushing and grinding of the fiber as 4 well as all spinning and weaving operations, have a 5 tendency to throw asbestos fibers into the air and create 6 sources of dust contamination. Crushing and grinding 7 asbestos product generates dust." Do you see that? 8 A. Yes, I do. 9 Q. And so certainly at least -- and I'll capture 10 what you voiced last time. At least in this author's 11 opinion, what was being published in the 1930s is 12 discussing using mechanical actions, such as crushing or 13 grinding asbestos products, and the dust concerns that 14 resulted? 15 MR. COLLIER: Object to the form. 16 A. Yes, that there was dust created in those 17 operations. 18 BY MS. DEAN: 19 Q. The next thing in this article I tabbed I think 20 echoes the earlier information from 1933, but I just want 21 to ask you about it. 22 MR. COLLIER: Where are you-all now? 23 A. Page 93. 24 MS. DEAN: 93. 25 MR. COLLIER: Okay. Got it.

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1 BY MS. DEAN:

2 Q. There's a sentence when they're talking about
3 the findings reported to industry in that section that
4 says, "It is only by measuring the exposures of these
5 materials and processes that we can know that individuals
6 exposed to them are subject to injury from them."

7 Would you agree with me that that echoes
8 that same information that we looked at from earlier in
9 1933 that a careful analysis of the problem is what needs
10 to be done in order to make sure you're staying at safe
11 levels?

12 MR. COLLIER: Object to the form.

13 A. You have to measure the exposure to determine
14 what the exposure is.

15 BY MS. DEAN:

16 Q. Okay. And then they have an entire section
17 talking about "The Role of Industry in the Control of"
18 Occupational Disease, and it puts forth this idea that
19 "In any program for the control of occupational disease
20 the cooperation of the industry is essential."

21 First of all, do you agree with that
22 concept?

23 A. Yes, I do.

24 Q. And in order to make sure that a workplace is
25 one where there's not harm, the cooperation of those in

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1 Q. And I will attempt to read this slowly because I
2 understand that it's hard to read, but four sentences
3 down it says, "A comprehensive presentation of the
4 medical and public health aspects of these industrial
5 dust diseases is provided in this work, to which several
6 physicians have contributed. The history of the disease,
7 their symptoms and diagnosis, their pathology and their
8 prevalence in various occupations are discussed, as well
9 as methods of prevention and control. Each section has a
10 bibliography."

11 Do you see that under the subsection of
12 "Silicosis and Asbestosis"?

13 A. Yes, I do.

14 Q. When you stated the belief that there was a
15 consensus opinion even in the early '70s that asbestos
16 was just a nuisance dust, did you know that it was
17 published in the American Society of Medical Engineering
18 that there was this text that you could go to that didn't
19 just discuss asbestosis, but the symptoms, the diagnosis,
20 where you would find it, prevention and control methods?

21 MR. COLLIER: Object to the form.

22 A. I believe mechanical engineers are qualified to
23 deal with controlling exposures through mechanical means.

24 BY MS. DEAN:

25 Q. Sure.

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1 the workplace, the cooperation of the worker and the
2 cooperation of those that are providing the goods that
3 the worker is using is all needed? Everybody needs to be
4 acting safely in order to make sure injury and damage
5 doesn't occur?

6 A. All of the groups need to cooperate together.

7 Q. Okay. The last article I want to ask you about
8 from them is also from 1939, and while I'm marking this
9 as Exhibit 12, are you aware of how many dozens of
10 different articles just in the '30s, '40s and '50s were
11 put out by this group about the dangers of asbestos? In
12 other words, I've isolated a couple from the '30s.

13 A. No, I'm not aware.

14 Q. Okay.

15 (Plaintiff's Exhibit No. 12 was marked for
16 identification.)

17 BY MS. DEAN:

18 Q. I'm handing you one from May of 1939 that's
19 Exhibit 12, and I forewarn you this one is the most
20 difficult to read. But the only section that I want to
21 ask you about is where they have these synopses about
22 information that is available to people, and your
23 expression will be noted, but there is a section here
24 dedicated to "Silicosis and Asbestosis".

25 A. Okay.

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1 And that the idea that there is references
2 given to provide guidance on methods of prevention and
3 control is exactly the purpose of these types of groups
4 is to give people the information they know about how to
5 control through engineering means problems that are
6 known?

7 A. I don't have the access to the bibliography that
8 he references to know what was included in there. I
9 don't see the whole report, and I understand that copies
10 are difficult. All I can say is that the mechanical
11 engineers are qualified to control exposures through
12 various mechanical means.

13 Q. And did you know that one of the areas where
14 control was being suggested because of a disease called
15 asbestosis was for asbestos exposure in '39, over 30
16 years earlier?

17 A. No, I did not.

18 MR. COLLIER: Object to the form.

19 BY MS. DEAN:

20 Q. Okay. Well, this is probably a good stopping
21 point.

22 A. Good. You exceeded your 10 minutes.

23 THE VIDEOGRAPHER: Will this deposition be
24 continued after lunch?

25 MS. DEAN: Yes.

Page 182 1 THE VIDEOGRAPHER: Thank you very much. 2 This is the end of media unit 3 of the vide 3 deposition, 30(b)(6) deposition of Bruce Bowyer, 4 Bower. Excuse me. 5 DEFENSE: Bowyer. 6 THE VIDEOGRAPHER: Thank you. We are off 7 the video record at 1:20:58. 8 (A lunch break was taken.) 9 THE VIDEOGRAPHER: This is beginning of 10 media unit 4 of the video 30(b)(6) deposition of 11 Bruce Bowyer, Bower. Excuse me. We're back on 12 the video record at 2:15:28. 13 (Plaintiff's Exhibit No. 15 was marked for 14 identification.) 15 BY MS. DEAN: 16 Q. I want to hand you what I've marked as Exhibit 17 15, -- 18 A. Okay. 19 Q. -- which states, "Criteria for a recommended 20 standard.... Occupational Exposure To Asbestos" from the 21 U.S. Department of Health, Education, and Welfare, Public 22 Health Service, Health Services and Mental Health 23 Administration and the National Institute for 24 Occupational Safety and Health." Do you see that? 25 A. I do.	Page 184 1 Q. Oh, I didn't realize that. Okay. Understood. 2 So even prior to your time there, this was 3 information available to Celanese? 4 A. Corporate industrial hygienists for Celanese had 5 this, yes. 6 Q. The first reason I want to talk about it is to 7 go back to what you represented that asbestos was 8 considered a nuisance dust prior to 1972, and where I 9 want to talk about that is in relation to the Bates label 10 27 of this document. 11 A. Okay. 12 Q: It has a subsection that starts off with "Early 13 Historical Reports". Do you see that? 14 A. "Historical". Oh, yeah. I'm sorry. I was 15 looking at the words instead of the heading. 16 Q. The third sentence of that paragraph says, 17 "Differentiation of the types of asbestos fibers was not 18 made in most studies related to occupational exposure. 19 In the United States the exposure of greatest concern 20 usually involve more than one type of fiber, although 21 chrysotile predominates." First of all, do you see that? 22 A. Yes, I do. 23 Q. Is that anything that you disagree with? 24 MR. COLLIER: Object to the form. 25 A. I don't disagree with that, no.
Page 183 1 Q. My first question is, I got this from -- oh. 2 DEFENSE: It's on the box. 3 MS. DEAN: Do I need to start over? 4 THE VIDEOGRAPHER: No. You're fine. 5 BY MS. DEAN: 6 Q. So my first question is, I got this from the 7 production from Celanese in this case. Was it part of 8 Celanese files, or do you know how this NIOSH document 9 was part of the business records and files of Celanese? 10 A. I actually have this document, not the copy, but 11 the original document with Vince's name on it when I was 12 a corporate industrial hygienist. 13 Q. Oh, okay. 14 A. Now where it went from there, I don't know. 15 Q. And you can see from the second page that this 16 came out in 1972? 17 A. Yes. 18 Q. Okay. Do you know outside of you, as an 19 industrial hygienist for Celanese, if there were other 20 health professionals or safety professionals at Celanese 21 that also had a copy of this? 22 A. Well, Vince got it. 23 Q. Okay. 24 A. Vince was my predecessor at corporate as the 25 industrial hygienist.	Page 185 1 BY MS. DEAN: 2 Q. Okay. Then the next paragraph starts off by 3 saying that, "The first record of a case of asbestosis 4 was reported in England", and it says it was in 1906. Do 5 you see that? 6 A. I do. 7 Q. And then they talk about a complete description 8 of asbestosis appearing by a Dr. Hook in 1927. Do you 9 see that? 10 A. Yes, I do. 11 Q. And then there was another reported case of 12 asbestosis by Dr. McDonald reported on the same in 13 another case. Do you see that? 14 A. Yes. 15 Q. It goes on in the next paragraph to talk about 16 how there were documented studies relating to asbestos 17 disease causing asbestosis by Merewether and Price in 18 1930, by Fulton in 1935, by Dressen et al., in '38. Do 19 you see where I'm at? 20 A. Yes, I do. 21 Q. The next sentence says, "In 1918, Hoffman 22 reported that it was the practice of American and 23 Canadian insurance companies not to insure asbestos 24 workers due to the assumed health-injury conditions of 25 that industry." Do you see that?

Page 186 1 A. Yes. 2 Q. And, first of all, for all of these different 3 citations, do you see there's also a footnote? So that 4 if someone that is an industrial hygienist at Celanese or 5 another plant wants to question all of these reports 6 about asbestos resulting in asbestos disease, they can go 7 and look at the underlying data. 8 MR. COLLIER: Object to the form. 9 A. Yes, if that information is available. I assume 10 it would be. 11 BY MS. DEAN: 12 Q. And the information, at least as reported by 13 NIOSH in a document you personally had and your 14 predecessor, was not just were people in the medical 15 community identifying cases of asbestosis from asbestos 16 exposure, but insurance company had acted on that 17 information in terms of how they were insuring workers in 18 the United States and in other countries. Do you see 19 that? 20 A. I see that. 21 Q. Okay. Then it goes on to talk about 22 publications by Mills in 1930 and Lynch and Smith and 23 Selikoff and Hammond and others. I think it references 24 Merewether again relating to clinical aspects of 25 asbestosis, and in the second full paragraph says that,	Page 188 1 A. Yes. 2 Q. And it references a bunch of people here. I 3 don't want to beat a dead horse, but they had Elmes and 4 Simpson, Newhouse, and it goes on to the next page to 5 report more of the work from Selikoff and Wright, 6 Decoufle and others. Do you see those references on 7 these pages? 8 A. I see some of the names you mentioned. 9 Q. And I -- 10 A. Go ahead. 11 Q. I know I'm going somewhat quickly, but there's a 12 lot of references to people affected from asbestos 13 diseases, and some of the studies being just one case 14 reported and others having hundreds or if not -- one here 15 with thousands of people that are being studied. Do you 16 see that? 17 A. Yes. 18 Q. Then it goes on on Bates label 32, at the very 19 top of that, to say, "Information is insufficient at this 20 time to set an exposure standard (other than zero) which 21 would assure prevention of mesothelioma in all workers, 22 as the disease may occur following a very limited 23 exposure 20-30 years later. An increased rate of 24 occurrences in mesothelioma of the pleura or peritoneum 25 were reported in some populations in 1959 and in
Page 187 1 "The clinical aspects of asbestosis were well 2 documented." Do you see that? 3 A. I see that. 4 Q. If you go on two more pages, it has a section 5 dealing with "Epidemiological Studies" and says that, "In 6 1968 Harries suggested the first impression would lead 7 one to believe that only workers continuously exposed to 8 asbestosis are at risk of developing asbestosis, however, 9 a number of trades experiencing intense intermittent 10 exposure are also suspect." Do you see that? 11 A. Yes. 12 Q. And it talks about Selikoff, and this was 13 something I represented to you earlier, but studying 14 former insulators and finding positive X-ray findings 15 from those individuals that had exposure to asbestos that 16 were as short as one day. Do you see that as well? 17 A. I see that. 18 Q. Then the next paragraph talks about how in the 19 late 1940s bronchogenic cancer was also being considered 20 for people that manufactured asbestos products. Do you 21 see that? 22 A. Yes. 23 Q. And they talk about cases of installers, 632 24 cases of installers of insulation being found from 1943 25 to 1967. Do you see that?	Page 189 1 subsequent years." Do you see that? 2 A. Yes. 3 Q. We just had about a 45 minute lunch break. 4 A. Okay. 5 Q. Either in that time or elsewhere this idea that 6 asbestos was just a nuisance dust or at least believed to 7 be by the consensus in the medical and scientific 8 community, anywhere in the world that you can point to 9 that supports that, other than your memory? 10 MR. COLLIER: Object to the form. 11 A. No, I don't have any documents. 12 BY MS. DEAN: 13 Q. The next reason I really want to talk about this 14 subject is, you know, this last paragraph was helpful 15 because it was talking about information reported in the 16 late '50s and '60s, but it also mentions that for 17 mesothelioma, the disease that we're talking about in 18 this case, that there's no exposure standard other than 19 zero that should protect people. Do you see where that's 20 written? 21 MR. COLLIER: Object to the form. 22 A. I see where the parenthetical "other than zero" 23 is. 24 BY MS. DEAN: 25 Q. Okay. It goes on to say that the disease may

Page 190 1 occur with very limited exposure, albeit exposures that 2 happened 20 or 30 years earlier. Do you see that? 3 A. Yes. 4 Q. In terms of quantifying what very limited 5 exposure is, do you have any idea of what that was 6 studied to mean? 7 A. No, I have no idea what limited means. 8 Q. Have you seen epidemiological studies that 9 suggest that exposures, lifetime of exposures as little 10 as 0.15 fiber per cc years resulted in 8 fold increases 11 in mesothelioma dust? 12 A. I have not seen that. 13 Q. Okay. Now, this is coming from NIOSH. Right? 14 A. Uh-huh. 15 Q. We saw the very front page that this is the U.S. 16 Department of Health, National Institution for 17 Occupational Safety and Health. Correct? 18 A. Yes. 19 Q. And you're aware that NIOSH is the research arm 20 that is doing the research to inform OSHA? 21 A. Yes. 22 Q. Okay. Are you aware that they repeatedly 23 indicate the same notion about for the disease 24 mesothelioma it's different than asbestosis, and exposure 25 standards that are even very low don't protect, it must	Page 192 1 formally research different health hazards in the 2 workplace? 3 MR. COLLIER: Object to the form. 4 A. Yes. 5 BY MS. DEAN: 6 Q. And it acknowledges a bunch of different people, 7 from people in the Bureau of Occupational Safety and 8 Health from different states to public health graduate 9 programs to state health departments to the department of 10 health in other states. Do you see that? 11 A. I see the names and their affiliation here, yes. 12 Q. And one of the names explicitly listed out we've 13 already talked about earlier today, and that's Irvin 14 Selikoff at the Mount Sinai School of Medicine. 15 A. Yes. 16 Q. Then it goes on to further tell you, hey, 17 researcher, at whatever plant you're at or wherever 18 you're at, another place where we were reviewing this 19 information is through this review committee and lists 20 out different professionals that were involved in coming 21 to the conclusions that NIOSH reached. Right? 22 MR. COLLIER: Object to the form. 23 A. Right. I see a list of names that were on a 24 review committee. 25 BY MS. DEAN:
Page 191 1 be zero? 2 MR. COLLIER: Object to the form. 3 A. It's been years since I've read this document. 4 I can't recall that. I see where it's pointed out here, 5 and that's all I can say sitting here today. 6 BY MS. DEAN: 7 Q. And to be fair, this document is 129 pages. 8 A. Right. 9 Q. Okay. I at least want to talk about a few of 10 the things that I saw, but to give context to why I 11 believe this document is important, not only does it 12 report on the front that it's from NIOSH, it also has on 13 page 4 some of the different people that contributed to 14 the knowledge and research and scientific study that was 15 involved in making these opinions. Are you with me on 16 page 4? 17 A. Yes, I am. 18 Q. The preface says, "The Occupational Safety and 19 Health Act of 1970 emphasizes the need for standards to 20 protect the health of workers exposed to an ever 21 increasing number of potential hazards in their 22 workplace.", and it goes on talk to about how they 23 created NIOSH for a formal system of research. 24 And let me just ask you, is that your 25 understanding of the purpose of NIOSH, in order to	Page 193 1 Q. And that review committee is for the National 2 Institute for Occupational Safety and Health? 3 A. Yes. 4 Q. And it includes people like assistant directors 5 for field study and clinical investigations, deputy 6 directors dealing with laboratories and critical 7 development and other, you know, field research analysis 8 type groups in order to study issues like health hazards 9 in the workplace. 10 A. Well, I assume based on how this is written that 11 these are all government employees. I don't know that, 12 but just the way it's written, it sounds like that. 13 Q. Okay. And I'm not sure if they all are solely 14 government employees or not, but in terms of their 15 background, we looked earlier at a bunch of people that 16 were in universities and medical backgrounds. Here you 17 have people that have field and clinical investigative 18 work I think is -- 19 A. They have responsibilities here. I really don't 20 know what their background is. 21 Q. They go on on the next page to also talk about 22 how they had research professors from Mount Sinai, St. 23 Luke's Hospital and other locations where people are 24 consulting NIOSH in their review of asbestos. Do you see 25 that?

Page 194 1 A. Yes. 2 Q. Okay. The first thing is, they have a "Table of 3 Contents" talking about "Recommendations For An Asbestos 4 Standard", and they deal with labeling, personal 5 protective equipment, personal protective clothing, 6 appraising employees of the hazards of asbestos, 7 monitoring and record keeping, among other things. Do 8 you see that? 9 A. Yes. 10 Q. And do you agree with me that these basic 11 notions of how to handle hazards, not just asbestos, but 12 hazards are things that were well understood when you 13 entered the profession and even many, many years earlier, 14 using personal protective equipment, appraising the 15 employee of hazards, monitoring and record keeping, those 16 type of things? 17 A. Yes. 18 Q. The first page has "Recommendations For An 19 Asbestos Standard", and there's a sentence -- it's the 20 second sentence. It starts with "Control", and it says, 21 "Control of worker exposure to the limits stated will 22 prevent asbestosis and more adequately guard against 23 asbestos induced-neoplasms." Do you see that? 24 A. Yes. 25 Q. First of all, do you agree with me that the idea	Page 196 1 Q. Yes. 2 A. I am familiar with that system. I couldn't 3 quote you the criteria or anything. I know 4 is the most 4 severe. 5 Q. That's the only thing I wanted to ask you. You 6 already got it, got me on that. 7 And you would agree with me that any kind 8 of toxin where the dangers presented from just breathing 9 it in results in different types of cancers should be 10 labeled as the most serious? 11 MR. COLLIER: Object to the form. 12 A. Yeah, that's way too broad for me to say 13 something like that. 14 BY MS. DEAN: 15 Q. Let me ask you this. Do you know if CNA has 16 any -- sorry. Let me ask you this. Do you think 17 Celanese has any basis to dispute the labeling done by 18 the government where they determined that the number 4, 19 the most serious number, should be assigned when talking 20 about asbestos? 21 A. I agree that number 4 is -- this is not 22 appropriate labeling for asbestos. The type of label 23 designation, meaning this diamond, is not appropriate for 24 asbestos because of the form it's in. You need to label 25 it as asbestos or nonasbestos in order that it be handled
Page 195 1 that's being asserted here is that OSHA standards will 2 prevent asbestosis if they're followed and that they will 3 better protect against cancer? 4 A. That's what they says, yes. 5 Q. Okay. Are you aware that the statement has even 6 gone further than that? It's not just that the standard 7 will help produce -- protect against cancer, but an 8 actual acknowledgement that even if you follow that 9 standard, cancer will result? 10 MR. COLLIER: Object to the form. 11 A. I read the standard, but I can't recall those 12 words. 13 BY MS. DEAN: 14 Q. Okay. The next page I want to discuss with you 15 is 13, and it's referencing I'll tell you just how to 16 label things in order to enumerate hazards. And it says 17 that the number 4 is the color code of blue for health 18 hazards and that the hazard is, "Inhalation may cause 19 asbestosis, pleural or peritoneal mesothelioma, or lung 20 cancer." Do you see that? 21 A. I do see that. 22 Q. And are you familiar with this system of 23 labeling that has been used historically to talk about 24 the dangers of asbestos and other things as well? 25 A. About the diamond?	Page 197 1 appropriately. 2 Q. Okay. Which is helpful, but let me back up for 3 a minute. While you believe that there might need to be 4 different or more labeling than just the diamond with a 5 4, do you know if anyone at Celanese disagrees with the 6 statement that the numeric designation for the most 7 serious harm is appropriate when dealing with asbestos? 8 A. If you're going to use the diamond designation 9 as the label of warning, then the 4 is appropriate for 10 health hazard. 11 Q. But you think better warnings might exist to be 12 enumerated not through a number, but through a message. 13 Is that -- 14 A. If an employee saw this, they wouldn't know what 15 it referred to. 16 Q. Okay. And this is something I was going to get 17 to in a minute, but it fits in well here in that, when 18 you're looking at things like labeling and warning, it's 19 important not just to have a warning, but one that is, 20 first, visible. Do you agree with that? 21 A. It's not a warning if it's not visible. 22 Q. Perfect. 23 That conveys what the actual danger is? 24 A. It needs to convey the precautions that need to 25 be taken. A label -- it's very difficult to communicate

Page 198 1 health hazards in a label that can be recognized 2 immediately. Now, there may be small print that can be 3 read and say, oh, yeah, that's what the hazard is here. 4 I need to be careful. But you need to get somebody's 5 attention with a warning label. 6 Q. Okay. So it needs to be seen. You need to get 7 attention. Do you agree that there needs to be some 8 method to communicate what the harm is and how to avoid 9 it? 10 A. Yes, but it may not be on a label. 11 Q. Okay. Oftentimes instruction manuals, operation 12 manuals, training, things like that are far better than 13 just a label attached? 14 A. Training programs, education programs, 15 one-on-one contact, yes. 16 Q. Okay. The next page is 21. 17 A. Okay. 18 Q. And at the last sentence of the second paragraph 19 it starts off with, "It should be pointed out that any 20 recommended criteria for the standard should enable 21 management and labor to develop better engineering 22 controls and more healthful work practices and should not 23 be used as a final goal." Do you see that? 24 A. I see that, yes. 25 Q. And you would agree with me the message that is	Page 200 1 asbestosis. For other diseases associated with asbestos, 2 there is insufficient information to establish a standard 3 to prevent such diseases including asbestos-induced 4 neoplasm by any all-inclusive limit other than one of 5 zero." Do you see that? 6 A. Yes. 7 Q. Do you have any basis from the work that you've 8 done as the representative of CNA to dispute this 9 finding? 10 MR. COLLIER: Object to the form. 11 A. I mean, the finding is, there's not enough 12 information. I can't dispute that. 13 BY MS. DEAN: 14 Q. And what about the follow-up? And that is, when 15 you're talking about asbestos-induced cancer neoplasm, 16 the limit -- the only all-inclusive limit that is there 17 is zero. Do you see where they say that? 18 A. I see where it says, "all-inclusive limit other 19 than one of zero". I see that, yes. 20 Q. Are you aware that since this document came out 21 in 1972 -- well, first of all, some 30 years have passed. 22 Right? 23 A. Yes. 24 Q. Are you aware that NIOSH has come back to this 25 issue repeatedly since then?
Page 199 1 being stated here is that it is not enough to simply make 2 sure you get to what the standard is that is recommended 3 and check mark you're done. If you can continue to have 4 better practices, you should continue going on. Is that 5 fair? 6 MR. COLLIER: Object to the form. 7 A. Yeah, that's situation specific. I can't make 8 that general comment. Because depending upon the 9 situation, you may do something different in this case 10 rather than that case. 11 BY MS. DEAN: 12 Q. Well, certainly the message being conveyed is 13 that the standard should not be the final goal. The 14 final goal should be to minimize the exposures as much as 15 you can. 16 A. No, I don't agree with that. 17 MR. COLLIER: Object to the form. 18 BY MS. DEAN: 19 Q. Okay. Let's look at the next page. There's a 20 paragraph that begins with the recommendation -- "The 21 recommended standard is designed..." Do you see that? 22 A. Yes. 23 Q. What NIOSH says here, with the benefit of the 24 committee that we talked about earlier, is that, "The 25 recommended standard is designed primarily to prevent	Page 201 1 A. No, I'm not. 2 Q. Okay. Have you seen data in any of the time 3 when you were making safety standards at CNA from NIOSH 4 that repeatedly indicates even as more information comes 5 out there is no limit that has been found to stop 6 asbestos-induced cancer other than zero? 7 MR. COLLIER: Object to the form. 8 A. I don't have that information, no, -- 9 BY MS. DEAN: 10 Q. Okay. 11 A. -- haven't seen it. 12 Q. Once this was received by Celanese from your 13 predecessor, do you know what, if any, first, research 14 was done on behalf of anybody at Celanese to follow up on 15 what was said here and apply it to, you know, the 16 hundreds of workers that are either working near or with 17 asbestos in Celanese plants? 18 MR. COLLIER: Object to the form. 19 A. I don't know of any research that was done. 20 This was about the time that the OSHA came out with their 21 standard. 22 BY MS. DEAN: 23 Q. Do you know if at any point in time anyone for 24 Celanese reached out to health professionals who have 25 specialized in asbestos related concerns, whether it be

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1 the dozen or so that are listed in the beginning of the 2 document or someone else in order to determine from them 3 if they had any advice, opinion, testing information 4 about asbestos as it related to the uses of asbestos by 5 Celanese? 6 A. No. 7 MR. COLLIER: Object to the form. 8 A. No, I do not. 9 BY MS. DEAN: 10 Q. Do you know of any money, any expenditure at all 11 by Celanese in response to this document to conduct its 12 own testing about the dangers of asbestos? 13 MR. COLLIER: Object to the form. 14 A. No. They undertook no studies of asbestos, no 15 health studies. 16 BY MS. DEAN: 17 Q. Give me a second to see if there's anything else 18 in here I want to discuss. I apologize. 19 We've talked about different bodies of 20 information, meaning epidemiology, industrial hygiene, 21 clinical studies and pathology and what information those 22 groups had about asbestos dangers kind of broadly. I 23 want to follow up on that and ask you, are you aware of 24 what animal studies had been occurring for decades before 25 this period of time discussing the dangers of asbestos?	1 enclosures that were in place to make sure that wasn't an 2 issue. 3 BY MS. DEAN: 4 Q. Okay. And it seems if you're taking efforts in 5 order to make sure that's an issue, there's some 6 understanding that that needs to be done, but that's what 7 I'm trying to ask. 8 Do you know if anyone appreciated that 9 there was a health risk not just to the direct person 10 working with the asbestos but to those who may be around 11 it? 12 A. Well, after the OSHA standard came out we 13 understood that monitoring like that needed to take 14 place. 15 Q. Okay. What this page 45 talks about are 16 reported cases of malignant mesothelioma following 17 exposure to asbestos, and I'm looking at the third 18 paragraph. Are you with me? 19 A. Yes. 20 Q. It says, "In the first case, the only documented 21 exposure of the patient was from his father, who at 68 22 years of age, had severe asbestosis following employment 23 as a pipe lagger in Scotland. In this case, no special 24 precautions were taken to protect the children from 25 contact with their father's work clothing, which was
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1 MR. COLLIER: Object to the form. 2 A. I know that some had taken place, but I'm not 3 aware of what they are. 4 BY MS. DEAN: 5 Q. Okay. The next page I want to ask you about is 6 45. And, while you're turning there, let me ask you 7 broadly, do you know if Celanese ever appreciated that 8 asbestos exposures were not only dangerous to the person 9 directly doing the work, but potentially the bystanders 10 if things weren't isolated or roped off? 11 MR. COLLIER: Object to the form. 12 A. Forever or after the OSHA standard or -- 13 BY MS. DEAN: 14 Q. If they ever understood it. I'll try to 15 pinpoint the time. But the concept that bystanders or 16 people not directly doing the work can also be at risk 17 for asbestos disease, do you know if Celanese ever 18 understood that? 19 A. They were aware that if the areas weren't 20 isolated appropriately that bystanders, as you call them, 21 could be exposed to asbestos. 22 Q. Did they have any idea or understanding of 23 whether that exposure was a dangerous one? 24 MR. COLLIER: Object to the form. 25 A. We took measures to monitor the air outside the	1 washed at home." Do you see that? 2 A. Yes. 3 Q. This is one example that's being talked about. 4 Let me ask you first, do you know if 5 Celanese was aware that there was a documented problem as 6 early as the '50s and '60s with household exposures to 7 asbestos where people were getting asbestos disease from 8 laundering their husband's clothes or something of that 9 nature? 10 A. No. 11 Q. What about environmental exposures? Do you know 12 if in the '60s and '70s whether Celanese understood that 13 the dangers of asbestos were not just limited to the 14 workers or bystanders or household people, but sometimes 15 just those living near an asbestos plant or an asbestos 16 mine? 17 A. Well, they didn't have asbestos mines or plants, 18 but no, they didn't. 19 Q. Does Celanese know whether they were using more 20 asbestos than, for instance, a company that was making an 21 asbestos product? 22 MR. COLLIER: Object to the form. 23 A. We didn't really use asbestos. We used products 24 that contained asbestos. 25 BY MS. DEAN:

Page 206 1 Q. Sure. 2 A. Okay. 3 Q. Any comparison, for instance, in whether 4 asbestos manufacturing plants in South Carolina used more 5 or less asbestos than the Spartanburg plant? 6 A. No. 7 MR. COLLIER: Object to the form. 8 BY MS. DEAN: 9 Q. The next thing I want to ask you about is on 62. 10 A. 62? 11 Q. Yes, sir. 12 A. Okay. 13 Q. The last sentence of that first paragraph says 14 that, "The general recognition of the increasing number 15 of cases of asbestosis, bronchogenic cancer, and 16 mesothelioma indicate the urgent need to develop a 17 standard at the present time." Do you see that? 18 A. I do. 19 Q. Do you believe there was somehow a general 20 consensus that asbestos was a nuisance dust that turned 21 into a general recognition of lots of asbestosis, 22 bronchogenic cancer and mesothelioma overnight? 23 MR. COLLIER: Object to the form. 24 A. I don't believe it happened overnight. I 25 believe it took probably a long time of studying all the	Page 208 1 provides valuable information to safety professionals. I 2 mean, it's a valuable group. 3 MR. COLLIER: Object to the form. 4 A. They provide a lot of good information, yes. 5 BY MS. DEAN: 6 Q. Okay. The two that I want to discuss with you, 7 the first is from 1957. Sorry. 8 MS. DEAN: Chris, I have for you the whole 9 thing. 10 MR. COLLIER: Okay. 11 MS. DEAN: But I just took out the article 12 that I want to discuss for saving trees, and I'm 13 going to mark the article, which is labeled 14 Bates 366 and goes to 385. 15 MR. COLLIER: Is that what this tab is? 16 MS. DEAN: -- or 386. Yeah. 17 MR. COLLIER: Okay. 18 MS. DEAN: And I'm going to mark that 19 as Exhibit 5. 20 (Plaintiff's Exhibit No. 5 was marked for 21 identification.) 22 MR. COLLIER: If you get this down to one 23 box of documents, do you get to carry them back 24 on the plane or -- 25 MS. DEAN: That's the goal.
Page 207 1 reports that existed to come to that conclusion. 2 BY MS. DEAN: 3 Q. And certainly what's being reported by NIOSH is 4 that the general consensus or recognition is that 5 asbestos causes three different diseases and that there 6 is an urgent need for regulation. Fair? 7 MR. COLLIER: Object to the form. 8 A. That's what that sentence says, yes. 9 BY MS. DEAN: 10 Q. Okay. My understanding is that you're aware 11 that the National Safety Council is an organization where 12 Celanese was a member starting in the early 1950s, but 13 you can't be precise about that. Is that fair? 14 A. That's correct. 15 Q. I know you've been asked about it in the past. 16 There was two articles that I had seen you hadn't been 17 asked about that I want to limit this inquiry to. 18 But for context, the National Safety 19 Council is an organization that provided periodicals to 20 its members and where you believe that individuals in 21 Celanese would have historically obtained those 22 periodicals. Fair? 23 A. As a member, they would have been mailed to the 24 members. 25 Q. And you believe this is an organization that	Page 209 1 MR. COLLIER: I'm sorry. You said Exhibit 2 5? 3 MS. DEAN: Yes, sir. 4 MR. COLLIER: Okay. 5 BY MS. DEAN: 6 Q. What I'm handing you is an article from the 7 National Safety Council, and I kind of put the heading to 8 the section so you could see "National Safety Council 9 1957-58" on the front. Do you see that? 10 A. Yes. 11 Q. Okay. The article I want to talk to you about 12 about information that the National Safety Council was 13 putting out all the way back in the 1950s is entitled, 14 "Labor's Stake in Safety". Do you see that? 15 A. Yes. 16 Q. And there's a subsection two pages later called, 17 "Secrets Prevail in Industry". It's right here. 18 A. It says, "Safety Interest Lacking". 19 Q. Maybe one page further. 20 A. There it is. 21 Q. There we go. The very first paragraph of that 22 says, "Industry actively opposes objective research and 23 free interchange of information on occupational diseases 24 because it is more afraid of the possibility of paying 25 compensation benefits than it is that workers will die

Page 210 1 from lack of proper information and adequate precaution." 2 Do you see that? 3 A. I do. 4 Q. In your work in industry over the last 35 years, 5 have you ever seen this problem? 6 A. I have not. 7 Q. It then gives a specific example in the second 8 paragraph, which I just want to give you a chance to 9 read, to show that it's talking about a problem with 10 synthetic rubber relating to bladder cancer. Let me know 11 when you've had a chance to look at that. 12 A. You want me to read the whole second paragraph? 13 Q. Yeah. 14 A. Okay. 15 Q. Just for context I think will be helpful. 16 A. Okay. I've read it. 17 Q. Would you agree with me that that paragraph is 18 discussing what he believes to be a resistance to 19 independent research into the problems relating to 20 bladder cancer? 21 MR. COLLIER: Object to the form. 22 A. That's this person's opinion. 23 BY MS. DEAN: 24 Q. Right. 25 And then he goes to to say in the last	Page 212 1 Q. The main reason I am concerned about it is that 2 it is published in the National Safety Council during the 3 time frame Celanese would have had an opportunity to read 4 it. Right? 5 A. Well, I understand that, but it sounds like one 6 person's opinion. 7 BY MS. DEAN: 8 Q. And if Celanese had paid attention to his 9 opinion, they may have reacted this doesn't sound right 10 to me and do research to figure out whether that was true 11 or not. Right? 12 MR. COLLIER: Object to the form. 13 A. They would have relied on the asbestos industry 14 to do the research. 15 BY MS. DEAN: 16 Q. When you say "asbestos industry", who do you 17 mean? 18 A. I'm sorry. I mean, there are people that mine 19 it. There are people that manufacture or use it in 20 manufacturing processes to make something with it. The 21 people that mine it and sell it or manufacture it are the 22 people that I'm referring to when I say asbestos 23 industry. 24 Q. So you would be relying on the people that are 25 making and selling the asbestos products to Celanese?
Page 211 1 paragraph, "Much the same situation holds true in the 2 asbestos industry. There appears to be decided 3 after-effect on workers who produce asbestosis in that 4 there is a marked correlation between asbestos employment 5 and lung cancer. Here again, the industry has been 6 traditionally reluctant to cooperate in a full scale 7 scientific study of this curious correlation. This 8 reluctance to do research in health hazards recurs in 9 industry after industry." Do you see that? 10 A. I do. 11 Q. And certainly in 1957 when this author is 12 discussing a correlation between asbestos employment and 13 cancer, you believe that those at Celanese believed that 14 there was no connection between asbestos and any type of 15 disease, including cancer, true, in the 1950s? 16 A. In the 1950s they believed that asbestos was a 17 nuisance dust. 18 Q. And in terms of their willingness to do or not 19 to do scientific research about that issue, not just in 20 the '50s but in later years, you would agree with me that 21 kind of research was not done by Celanese. 22 A. Yes. 23 MR. COLLIER: Object to the form. 24 A. And this article reads as an editorial to me. 25 BY MS. DEAN:	Page 213 1 MR. MERIWETHER: Object to the form. 2 A. Yes. 3 BY MS. DEAN: 4 Q. Do you think that's reasonable? And what I mean 5 by that is, do you think that Celanese has any obligation 6 on its own shoulders to look not to those who are trying 7 to sell them the asbestos product, but to science or 8 medicine to figure out what they're saying when it is 9 reported in a trade organization that there's a 10 correlation between what they are using a lot of and 11 cancer? 12 MR. COLLIER: Object to the form. 13 A. There's a lot of articles out there on various 14 things. Some of those materials Celanese used, some they 15 did not, and they had no obligation to do anything with 16 the things they did not use and they relied on the 17 manufacturers or suppliers resources for gathering 18 information about health effects of the things they used. 19 BY MS. DEAN: 20 Q. And, certainly, one of the things they used and 21 used regularly was different asbestos products including 22 insulation, gaskets and packing. Right? 23 MR. COLLIER: Object to the form. 24 A. They used that during some time period, yes. 25 BY MS. DEAN:

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1 Q. Is there any point in time where Celanese will
2 admit, given how much information that was out there, we
3 should have done an investigation of the scientific and
4 medical literature to figure out what all the talk was
5 about about asbestos disease?

6 MR. COLLIER: Object to the form.

7 A. That we feel that we should have gone out there
8 and done the research?

9 BY MS. DEAN:

10 Q. Yeah. Before you had hundreds of employees
11 working with or around gaskets or insulation that they
12 should have said, we need to investigate this ourselves
13 to assure us there's not a problem for all these people
14 that we are putting around this stuff.

15 MR. COLLIER: Object to the form.

16 A. When those products were being used prior to
17 1972, Celanese believed it was a nuisance dust.

18 BY MS. DEAN:

19 Q. And my question, is there a point where they
20 needed to actually figure out whether that made sense,
21 not by any other source, but by medicine and science as
22 opposed to people who might want to sell you the product?

23 MR. COLLIER: Object to the form.

24 A. And Dr. Dixon believed that there -- he and some
25 of his colleagues believed that there needed to be

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1 Related to Commercial Hazards" from February of 1963. Do
2 you see that?

3 A. Yes.

4 Q. Are you familiar with this document?

5 A. I'm familiar with the successors of this
6 document. I probably have reviewed this particular
7 document, but I mean, I don't recall it in memory.

8 Q. Okay.

9 MR. COLLIER: Can I just see one of your
10 copies of it real quick just to look at it?

11 MS. DEAN: Sure, of course.

12 MR. COLLIER: Okay.

13 BY MS. DEAN:

14 Q. My understanding is that a commercial hazard
15 committee was created, and then the responsibilities of
16 those on that committee are articulated in this document.
17 Is that fair?

18 A. Yes.

19 Q. Were you ever a part of the commercial hazard
20 committee?

21 A. It was under a different name, but yes.

22 Q. It says here under the second paragraph that,
23 "The Committee is composed of the Medical Director as
24 Chairman, one or two representatives to be approved by
25 the President of each division's company, a

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1 further study of the results of the Selikoff conference.

2 BY MS. DEAN:

3 Q. I'm going to hand you what we're going to mark
4 as Exhibit 24. I just have to figure out what I did with
5 it.

6 MR. MERIWETHER: Is that in the book you
7 lent me?

8 MS. DEAN: Might be. Probably not, but
9 let's check.

10 MR. MERIWETHER: It's that Hueper thing?

11 MS. DEAN: No. Is that just Hueper?

12 MR. MERIWETHER: That's just Hueper.

13 MS. DEAN: Okay.

14 MR. COLLIER: That was already marked I
15 think.

16 (Plaintiffs Exhibit No. 24 was marked for
17 identification.)

18 BY MS. DEAN:

19 Q. I've handed you a business record that I got
20 from --

21 MS. DEAN: I don't have a second copy of
22 this, but it's Bates 2220 through 2230.

23 BY MS. DEAN:

24 Q. Starting over again, this is a business record I
25 obtained from Celanese that's entitled, "Handling Matters

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1 representative of the Safety Department and a
2 representative of the Legal Department as Secretary." Do
3 you see that?

4 A. Yes.

5 Q. Was it a larger group by the time you got there?

6 A. There was a group for each division when I was
7 involved with it.

8 Q. Okay. Where this appears to be some kind of
9 corporate group with the president and a few select
10 others. Fair?

11 A. No, it would not have been. It was the
12 corporate director of product safety or his subordinate,
13 the corporate toxicologist and then representatives from
14 the division level companies.

15 Q. And the legal department?

16 A. The legal department could be called in from
17 time to time, yes. Now, this was in later years. It's
18 what grew out of this committee.

19 Q. Okay. So the committee initially and being
20 discussed in 1963, they wanted the medical director, the
21 president, people from each division, two people from
22 each division, the safety department representative and a
23 legal department representative. Is that fair?

24 MR. COLLIER: Object to the form.

25 A. It wasn't the president. It was two

Page 218 1 representatives appointed by the president of each 2 division. 3 BY MS. DEAN: 4 Q. Okay. Do you know what, if any, medical or 5 safety training the president who made these appointees 6 had? 7 A. No, I do not. 8 Q. And it talks about how the medical director in 9 the "Administrative Responsibilities" section is "To make 10 the determination as to the nature and extent of the 11 toxic hazards relating to health and life." Do you see 12 that? 13 A. Are you in section 2? 14 Q. Yes, sir. Should I repeat the question? 15 A. No, I got it. That's what it says his job was, 16 yes. 17 Q. And "To maintain a central file relating to 18 correspondence and tests on matters coming before the 19 Committee," right? 20 A. Yes. 21 Q. "In such detail as the Legal Department may deem 22 sufficient for use in the event of a legal attack." 23 A. Okay. 24 Q. Do you see that? 25 A. Yes.	Page 220 1 MR. COLLIER: Object to the form. 2 BY MS. DEAN: 3 Q. And your belief repeated is that he walked away 4 from that believing more study needed to be done. Right? 5 A. Yes, that's what he said in his deposition. 6 Q. Where is the file? 7 A. I have no idea. 8 Q. I mean, according to this written requirement, 9 there wasn't just need for a file, but a legal department 10 who is secretary of this organization to be given the 11 file for the purpose of legal attack. Right? 12 MR. COLLIER: Object to the form. 13 A. That's what it says. 14 BY MS. DEAN: 15 Q. And CNA's or Celanese's response to all this 16 information we discussed about the dangers of asbestos is 17 the need for additional research and information, but we 18 don't have a single document to verify whether that 19 happened or what they found? 20 MR. COLLIER: Object to the form. 21 A. It was not Celanese intent to go off and do more 22 research. 23 BY MS. DEAN: 24 Q. Even if it was just to gather it, we don't have 25 any file that shows us what they gathered?
Page 219 1 Q. And so at least the motivation driving this that 2 is identified is a legal attack. Right? 3 MR. COLLIER: Object to the form. 4 A. No, that's not the motivation. That's just one 5 of the things that they say they want to maintain 6 documentation for. 7 BY MS. DEAN: 8 Q. It's the only one they identify in this section. 9 Right? 10 A. For the documentation, yes. 11 Q. So what you have told us is that the medical 12 director goes to a conference with Selikoff where we 13 looked through the information talking about the dangers 14 of asbestos that came out in '65. We know that there was 15 a policy in effect to maintain related correspondence and 16 tests dealing with commercial hazards. So far do you 17 agree that I've gotten it right? 18 A. Except that the medical director at that time 19 was probably not Dixon, who is the one that went to the 20 Selikoff conference. 21 Q. But the same requirements, even if it was four 22 years later when he got there would have been in place, 23 that you have a medical file, that you identify 24 commercial hazards and you maintain those. Right? 25 A. Right.	Page 221 1 MR. COLLIER: Object to the form. 2 A. We didn't have the resources to gather that 3 information, and we relied upon the resources that were 4 in place to do that. 5 BY MS. DEAN: 6 Q. And one of the resources you relied on is the 7 National Safety Council? 8 MR. COLLIER: Object to the form. 9 A. Well, that could have been one. 10 BY MS. DEAN: 11 Q. The American Society of Mechanical Engineers? 12 MR. COLLIER: Object to the form. 13 A. I doubt it, but there were members of Celanese 14 on that committee, but I doubt we relied on them for 15 health related matters. 16 BY MS. DEAN: 17 Q. So why are you part of the National Safety 18 Council, if not for health related matters? 19 A. I'm talking about ASME. 20 Q. Okay. Sorry. I had switched to the National 21 Safety Council. 22 A. Oh. 23 Q. So is it fair that the American Society of 24 Mechanical Engineers would be relied on to help with 25 engineering matters relating to occupational hazards?

Page 222 1 MR. COLLIER: Object to the form. 2 A. They -- yes, they can engineer a lot of things. 3 BY MS. DEAN: 4 Q. And another resource that they relied on as to 5 health matters would be the National Safety Council? 6 A. Probably not health. 7 MR. COLLIER: Object to the form. 8 A. More hard hat safety with the National Safety 9 council. 10 BY MS. DEAN: 11 Q. And they also were part of the Industrial 12 Hygiene Foundation? 13 A. I don't know that. I know they were part of 14 AIHA. 15 Q. Okay. We'll get into the Industrial Hygiene 16 Foundation then in a moment. 17 Is there a single record in any file 18 relating to the commercial hazard of asbestos from any 19 medical director that in any way suggests that asbestos 20 is less hazardous than as reported by the National Safety 21 Council and by Selikoff during his conference? 22 MR. COLLIER: Object to the form. 23 A. I'm not aware of any document. 24 BY MS. DEAN: 25 Q. Is there any document in later years so that we	Page 224 1 Q. Okay. If you look to this page that you're on 2 and the next, -- 3 A. Uh-huh. 4 Q. -- every other page is missing. Do you see 5 that? We have the odds and not the evens. 6 A. I see that. 7 Q. Do you know if the full document exists? 8 A. I don't have personal knowledge of that, no. 9 Q. Okay. On Bates label 223 they continue to talk 10 about communications relating to hazardous products, 11 interim communications. Do you see that in section 7? 12 A. Yes. 13 Q. And if you'll look at the second paragraph, what 14 I read there is that there is a policy now from the 15 corporation about interim reports and the fear that if 16 you write things down about hazards while they're still 17 being investigated they may be used against the 18 corporation. Do you agree with that? 19 MR. COLLIER: Object to the form. 20 A. It says it presents a serious legal hazard. 21 BY MS. DEAN: 22 Q. And so the determination in the next paragraph 23 is that, "...it is most desirable to keep interim reports 24 and correspondence on such subjects to a minimum and to 25 avoid all general correspondence relating to such
Page 223 1 get into the '70s in any kind of file preserved for a 2 legal attack that suggests that asbestos is any less 3 dangerous as it was discussed by NIOSH in the 1972 4 document that you and I just looked at together? 5 MR. COLLIER: Object to form. 6 A. We utilized OSHA standard beginning in early 7 '70. 8 BY MS. DEAN: 9 Q. Okay. So other than what was out by OSHA in the 10 federal register, anything else? 11 A. Not that I'm aware of. 12 Q. And are you aware that OSHA was on the exact 13 same page as NIOSH about there not being a safe level 14 known as it relates to exposures to asbestosis and the 15 disease mesothelioma? 16 MR. COLLIER: Object to the form. 17 A. "On the same page", what do you mean? 18 BY MS. DEAN: 19 Q. That there was no standard other than zero that 20 had been found despite study that protected people 21 against the disease mesothelioma when you are talking 22 about people being exposed to the toxin asbestos? 23 MR. COLLIER: Object to the form. 24 A. No, I'm not aware of that. 25 BY MS. DEAN:	Page 225 1 matters." And "these matters" are talking about interim 2 reports about health hazards. Is that fair? 3 A. That's what this says, yes. 4 Q. And it goes on to say, "Written communications 5 concerning hazards to persons or property will be 6 confined to the minimum absolutely necessary and will be 7 in the form of confidential memoranda. Preferably 8 communications will be conducted orally when feasible." 9 Were you aware of that policy? 10 A. No. 11 Q. And then in terms of where those inquiries are 12 to be directed, the last paragraph on this page says, 13 "Inquiries by Company Presidents and other interested 14 parties as to the hazardous qualities of our products and 15 recommended actions thereon will be directed only to the 16 appropriate person, department or committee designated in 17 Item 2." Do you see that? 18 A. Yes, I do. 19 Q. And Item 2 is what you and I discussed a moment 20 ago about the different people that made up the 21 committee? 22 A. That were on the committee. 23 Q. Do you know how long these policies limiting how 24 health hazard information was communicated, limiting when 25 it could be communicated and limiting who it could be

Page 226 1 communicated to, how long these limitations were in 2 effect? 3 A. No. 4 MR. COLLIER: Object to the form. 5 BY MS. DEAN: 6 Q. I did not see any documents in this production 7 that were labeled confidential in the manner suggested 8 here. And it just prompts me to ask you, do you know if 9 there were confidential documents relating to asbestos 10 health hazards that ever came out? Have you ever seen 11 anything like that? 12 A. You mean produced by Celanese? 13 Q. Yes. 14 A. No, I have not seen any. I was not aware of 15 any. 16 Q. Okay. Is that anything you've ever researched 17 to see if they're out there? 18 A. No. 19 Q. Do you know if anyone else has made any kind of 20 inquiry about how health hazards about asbestos were 21 being handled while complying with the limitations on 22 handling matters relating to commercial hazards that are 23 articulated in this policy in Exhibit 24? 24 A. Well, — 25 MR. COLLIER: Object to the form.	Page 228 1 Q. Okay. So outside of, to use some legal 2 terminology, but out of court statements made by others 3 who are not here? 4 A. That's correct. 5 Q. Is there anything else that you can point me to? 6 MR. COLLIER: Object to the form. 7 A. No. 8 BY MS. DEAN: 9 Q. Okay. Fair enough. 10 A. I know what the subsequent committees did and 11 how they related to that and what their responsibilities 12 were and it was what I relayed to you. 13 Q. Let me ask you this. Do you believe this would 14 have been a reasonable policy to have when it related to 15 an employee or worker's health hazard risks? 16 MR. COLLIER: Object to the form. 17 A. Oh, it did relate to them. 18 BY MS. DEAN: 19 Q. Okay. So the limitation of health hazard 20 information about who it went to, how soon it could come 21 out and how it was communicated, written versus orally, 22 did that apply to things like asbestos in the workplace? 23 MR. COLLIER: Object to the form. 24 A. This didn't apply to equipment or piping or 25 things like that that might be used in the plant. It
Page 227 1 A. — this policy applies mainly to products or raw 2 materials bought by Celanese and manufactured by Celanese 3 and sold to a customer. It does not normally apply to 4 equipment and things like that utilized in the plant. 5 BY MS. DEAN: 6 Q. Excuse me. Sorry. 7 Is that limitation, as you made it, that 8 it's for people that are using the end product as opposed 9 to situations in the workplace something that you can 10 point to me in an actual record, or is that just based on 11 your experience? 12 A. It's based on my knowledge and experience. 13 Q. Okay. Do you know whether that was the case 14 prior to coming into your role on the industrial health 15 side in 1978? 16 A. Yes. 17 Q. Okay. You know that it was or was not? 18 A. That this was applied mainly to the production 19 of products, the raw materials used in that production 20 and the customers that bought that as well as the 21 employees that had to work with these raw materials and 22 processes. 23 Q. How do you know that before 1978? 24 A. Just talking with people that had history with 25 that.	Page 229 1 applied primarily to the raw materials, the process 2 chemicals and the end product. 3 BY MS. DEAN: 4 Q. Okay. If it would have been then applied to 5 things like asbestos or other chemical or health hazards 6 that may have been presented that were not the raw 7 material used by the plant, do you find anything 8 objectionable about that? 9 MR. COLLIER: Object to the form. 10 A. Objectionable about? 11 BY MS. DEAN: 12 Q. Creating a policy where the users of a 13 commercially hazardous product, the information that got 14 to them was limited in the three ways that you and I have 15 discussed? 16 MR. COLLIER: Object to the form. 17 A. I understand what you're asking. 18 I don't understand what that particular paragraph means. 19 BY MS. DEAN: 20 Q. Tell me what — I'm sorry. I'm not following. 21 Which paragraph? 22 A. You're talking about the communications. 23 Correct? 24 Q. Yeah. I mean, the idea is interim information 25 shouldn't be communicated. Final information should be

Page 230 1 communicated in a limited form where there's a preference 2 in oral communication over written communication, and 3 it's limited to this committee that you're supposed to 4 communicate it to. That's how I understand this 5 directive from the company. 6 MR. COLLIER: Object to the — 7 BY MS. DEAN: 8 Q. Is that fair? 9 MR. COLLIER: Object to the form. 10 A. That's not how I interpret it. That's what I 11 mean. It's a very confusing paragraph. The minimum 12 absolutely necessary, well, the minimum can be a pretty 13 high standard. That doesn't mean they don't communicate 14 what they need to. It just means don't embellish. 15 BY MS. DEAN: 16 Q. Communicating information to the people who 17 might be the one who has to deal with the consequences of 18 the hazard, the guy that's actually using it should be 19 done as soon as possible and as extensively as possible. 20 Do you agree? 21 MR. COLLIER: Object to the form. 22 A. I don't agree with the extensively, but I think 23 this paragraph meets what you're referring to. 24 BY MS. DEAN: 25 Q. Is there any — I'll hold off on that.	Page 232 1 Q. Do you know what information the Industrial 2 Hygiene information put out in the '30s, '40s, '50s and 3 '60s about the dangers of asbestos? 4 A. No, I do not. 5 Q. When you gave the opinions about asbestos being 6 considered as a nuisance dust, were you aware that there 7 were literally dozens of reported cases of asbestos being 8 linked to asbestosis and even cancer by the Industrial 9 Hygiene Foundation during the years that Celanese was a 10 member of that group? 11 MR. COLLIER: Object to the form. 12 A. No, I do not. 13 BY MS. DEAN: 14 Q. Are you aware that Chuck Laubly — am I saying 15 his — 16 A. Laubly. 17 Q. Laubly? 18 A. L-A-U-B-L-Y. 19 Q. I've got the spelling. It's not the way I would 20 think it would go. 21 A. Well, I met him. So that's how he said it. 22 Q. I believe you. I'm just trying to think of how 23 not to butcher it in the future. 24 Okay. Were you aware that Chuck Laubly in 25 the deposition that you were provided of him admitted
Page 231 1 Are you aware that the Industrial Hygiene 2 Foundation was an organization that Celanese was part of 3 going all the way back to the 1950s? 4 A. No, I'm not. 5 Q. Okay. 6 A. I'm not familiar with the Industrial Hygiene 7 Foundation. 8 Q. I'm going to hand you what we're going to mark 9 Exhibit 2, which are just records from the Industrial 10 Hygiene Foundation membership. 11 (Plaintiff's Exhibit No. 2 was marked for 12 identification.) 13 BY MS. DEAN: 14 You don't recall being asked about the 15 Industrial Hygiene Foundation in prior depositions? 16 A. I'm sure I was. 17 Q. Okay. I brought this document to show you on 18 both page 2, which is page 32 of their actual list, 19 Celanese Corporation is listed as joining in 1952 and 20 resigning in 1976, and then at page 3, which is a 1968 21 membership list, they show that they joined in 1952. Do 22 you see those things? 23 A. I see that, yes. 24 Q. Do you have any basis to dispute that? 25 A. No, I don't.	Page 233 1 that they had Industrial Hygiene Foundation materials in 2 the library he maintained? 3 A. I don't recall that. 4 Q. Okay. So you're not in a position today, as the 5 corporate representative, to confirm whether the 6 industrial hygienist for the company maintained the 7 Industrial Hygiene Foundation Digest in their library? 8 A. I'm sorry. What digest? 9 Q. The Industrial Hygiene Foundation Digest. 10 A. I have never seen it that I can recall. 11 Q. Okay. 12 A. I don't believe it was in existence when I 13 became certified and a member of AIHA. 14 Q. They did stop their membership in '76, and you 15 became an industrial hygienist when? 16 A. Well, functioning '78, certified '83. 17 Q. Okay. So after that date? 18 A. Yes. 19 Q. Do you have any reason — any idea why they 20 stopped their membership in the Industrial Hygiene 21 Foundation, discontinued that membership? 22 MR. COLLIER: Object to the form. 23 A. I'm not aware that the Industrial Hygiene 24 Foundation existed. I don't know if it exists today. 25 BY MS. DEAN:

Page 234 1 Q. And so outside of the documents that I provided 2 you about the company you worked at for 30 years that 3 said that they resigned in '72, you have no knowledge one 4 way or another? 5 A. Was that the -- 6 MR. COLLIER: Object to the form. 7 A. I thought you were showing me National Safety 8 Council or something. Wait a minute. I'm getting 9 confused. Let me back up. 10 BY MS. DEAN: 11 Q. It's on page 2 that they show the resignation 12 date. 13 A. Actually this doesn't even tell me it's the 14 Industrial Hygiene Foundation; does it? 15 Q. I didn't -- it does report that on page 3. I 16 didn't bring the whole document because of your testimony 17 in a previous deposition that they were a member, -- 18 A. Okay. 19 Q. -- which I can show you if that's helpful. 20 A. Okay. 21 Q. But for those purposes, do you see where it 22 indicates that the resignation date was December of '76? 23 A. If that's an Industrial Hygiene Foundation 24 document, then yes. 25 Q. And I understand that you didn't get involved in	Page 236 1 Q. Have you seen Texas regulations where Celanese 2 had multiple plants with hundreds of employees that dealt 3 with regulations relating to asbestos exposure for 4 employees going all the way back to the '50s? 5 A. No. 6 Q. You claim that if there was a regulation that 7 governed Celanese they would be aware of it. Right? 8 A. Yes. 9 Q. Here's the disconnect that I'm hoping you can 10 help me understand. If they're aware of state 11 regulations saying asbestos has to be kept under a 12 certain level and that it's to be regulated in that 13 state, how can they at the same time believe that 14 asbestos is a nuisance dust that carries no harm? 15 MR. COLLIER: Object to the form. 16 A. Just because the state decides to do something 17 doesn't mean that it's the right thing to do. 18 BY MS. DEAN: 19 Q. Okay. If you're going to take the position that 20 state regulations to protect employees are misguided or 21 wrong, should you have some basis to take that position? 22 MR. COLLIER: Object to the form. 23 A. There should be some logic as to why one state's 24 regulation should not apply to another state, yes. 25 BY MS. DEAN:
Page 235 1 the industrial hygiene aspect until after that, but as 2 the corporate representative do you have any 3 understanding why they ceased their membership in 1976? 4 MR. COLLIER: Object to the form. 5 A. I don't know. Like I say, I don't know if the 6 Industrial Hygiene Foundation still exists. 7 BY MS. DEAN: 8 Q. One of the sources of information about health 9 that has to be taken most seriously by a company are 10 certainly state and federal regulations that require them 11 to abide by certain health restrictions. Would you 12 agree? 13 A. We must abide by state and federal regulations 14 and even local regulations if they exist. 15 Q. Are you aware that there were regulations in 16 many of the states where there were facilities by 17 Celanese going all the way back into the 1940s and 1950s 18 regulating asbestos? 19 MR. COLLIER: Object to the form. 20 A. No. 21 BY MS. DEAN: 22 Q. Have you ever seen the California regulations 23 dating all the way back to the 1940s dealing with any 24 employer who used asbestos in their facilities? 25 A. I have not seen the California regulation, no.	Page 237 1 Q. Is there a single piece of paper in any file 2 ready for legal attack or otherwise that 3 indicates/suggests in any way that historic standards in 4 states dealing with asbestos were misguided, that they 5 were requiring of companies things that didn't need to be 6 done? 7 MR. COLLIER: Object to the form. 8 A. I'm not familiar with the standards in that 9 state. So I can't respond to that. 10 BY MS. DEAN: 11 Q. Well, let me ask it in a way that maybe you can. 12 A single paper from in the '40s when the California 13 statute was around or the '50s when the Texas statute was 14 around, '60s or '70s before OSHA that were maintained by 15 Celanese suggesting that asbestos did not need to be 16 regulated or kept below any level? 17 MR. COLLIER: Object to the form. 18 A. State regulations do not necessarily apply to 19 other states. What's believed by one state may not be 20 true. 21 BY MS. DEAN: 22 Q. You should never suggest or imply that a health 23 hazard doesn't exist if you don't have information to 24 support that. Do you agree with that idea? 25 A. I'm talking about regulations.

Page 238 1 Q. And I'm talking about health hazards. 2 Do you agree with -- 3 A. Okay. 4 Q. Do you agree with the basic premise, that 5 especially when you're talking about people's health, 6 their lives, their liberty, that you should never suggest 7 that a hazard doesn't exist if you don't have any 8 foundation to say that? 9 MR. COLLIER: Object to the form. 10 A. You shouldn't suggest that one does unless you 11 have foundation for it. 12 BY MS. DEAN: 13 Q. I agree. 14 And in a court of law you know that there's 15 something called a burden of proof. Right? 16 MR. COLLIER: Object to the form. 17 BY MS. DEAN: 18 Q. Right? 19 A. I'm not a lawyer. I can't answer that. 20 Q. Okay. And so when I asked the question why do 21 you believe asbestos kills a lot of people that you know, 22 I pull out things like the Selikoff book that you and I 23 looked at together. Right? 24 MR. COLLIER: Object to the form. 25 BY MS. DEAN:	Page 240 1 My question to you is, is there a single 2 paper in the 2,000 documents that you've provided or a 3 single paper that for some reason did not get to my hands 4 that suggests that rules and regulation to protect the 5 hundreds of employees that CNA had were too strenuous, in 6 vain, shouldn't have been there as it relates to the 7 toxin asbestos? 8 MR. COLLIER: Object to the form. 9 A. Is there a regulation or rule that shouldn't be 10 applied to Celanese employees? 11 BY MS. DEAN: 12 Q. You suggested that some states have regulations 13 and others don't and, therefore, it may be that one 14 regulation was not supported. Do you remember saying 15 something of that nature? 16 MR. COLLIER: Object to the form. 17 A. Something similar to that, yes. 18 BY MS. DEAN: 19 Q. Before any suggestion is made that regulations 20 to protect employee health from asbestos disease, do you 21 have a single document that implies that in any of the 22 time frames when those regulations exist that that was 23 true, that that makes sense to tell a jury? 24 MR. COLLIER: Object to the form. 25 A. To tell them?
Page 239 1 Q. We looked at this together? 2 A. We looked at that book, yes. 3 Q. I talk to people that have had the disease. 4 That's not something you've ever done. Right? 5 MR. COLLIER: Object to the form. 6 A. No, I have not, not knowingly. 7 BY MS. DEAN: 8 Q. I personally talk to medical professionals that 9 both have M.D.s and industrial hygienists that have 10 specialized asbestos in order to figure out what they 11 have to say. That's not something you've done. Right? 12 MR. COLLIER: Object to the form. 13 A. Specialize in what they have to say? 14 BY MS. DEAN: 15 Q. Specialize in asbestos disease. 16 A. Oh. Oh, no, I have not. I'm not a specialist. 17 Q. I've taken the time to read and review 18 epidemiological studies, clinical studies and 19 pathological studies. Is that something you've done? 20 MR. COLLIER: Object to the form. 21 A. I've reviewed some. 22 BY MS. DEAN: 23 Q. Okay. I've consulted what the EPA, IARC, WHO, 24 NIOSH and OSHA has had to say as it relates to asbestos 25 disease even as recently as two months ago.	Page 241 1 BY MS. DEAN: 2 Q. That those regulations that were in some states 3 and not others probably didn't have a basis. 4 MR. COLLIER: Object to the form. 5 A. We had no reason to believe that they had a 6 basis that applied in any other state. We can't undo a 7 regulation that exists in one state because we don't 8 believe it's right. We have to go along with it in that 9 state. 10 BY MS. DEAN: 11 Q. But did you do anything to determine whether it 12 was reasonable to believe it was right or wrong, if you 13 needed to do start doing the same things in other states 14 because hundreds of people were affected by your decision 15 not to do anything? 16 MR. COLLIER: Object to the form. 17 A. We undertook what we had to in the state where 18 it was regulated, and we took appropriate action based on 19 the knowledge we had about asbestos being a nuisance dust 20 as was the consensus at the time. 21 BY MS. DEAN: 22 Q. Have you seen those dolls that have a string and 23 you play it and they say the same message over and over 24 again? Do you know what I'm talking about? 25 A. Yes.

Page 242 1 MR. COLLIER: Object to the form. 2 BY MS. DEAN: 3 Q. Okay. Is there anything I could show you that 4 will make you not relay that same message, that we 5 believed the consensus opinion at the time that asbestos 6 was a nuisance dust? 7 A. Well, you keep asking me the same question. 8 MR. COLLIER: Object to the form. 9 A. I'm going to give you the same answer. 10 BY MS. DEAN: 11 Q. Okay. You've been asked this question for 12 years. Right? 13 MR. COLLIER: Object to the form. 14 A. The question of? 15 BY MS. DEAN: 16 Q. About what asbestos health information was 17 available when. Right? 18 A. Yes. 19 Q. And the over 2,000 references by Selikoff during 20 the "Biological Effects of Asbestos" conference that the 21 medical director of the company went to, have you looked 22 at one of them to see if they agree with what you're 23 telling us? 24 MR. COLLIER: Object to the form. 25 A. If one of those articles agrees with what I'm	Page 244 1 BY MS. DEAN: 2 Q. Anything else? 3 A. Not off the top of my head. 4 Q. If it is your belief that people in the Texas 5 factories or the California factories were aware of the 6 state regulations that dealt with health issues, do you 7 know of any effort by corporate to evaluate whether the 8 health issues identified in one state should affect their 9 decision-making in other states? 10 MR. COLLIER: Object to the form. 11 A. I don't know what efforts they undertook at that 12 time. 13 BY MS. DEAN: 14 Q. What about when you were there in '78? Were you 15 ever dealing with state regulations or just OSHA's 16 federal regulations relating to asbestos? 17 A. In North Carolina we dealt with the state. 18 Q. Okay. At that time did you have an 19 understanding that Louisiana, Texas, Pennsylvania, 20 California and a dozen other states had regulations 21 dealing with asbestos, or were you only limiting yourself 22 to inquiries in North Carolina? 23 MR. COLLIER: Object to the form. 24 A. In 1978? 25 BY MS. DEAN:
Page 243 1 telling you? 2 BY MS. DEAN: 3 Q. Even one of them of what you say is the 4 consensus. 5 A. I have not seen that document before. 6 Q. Do you know your lawyers have it? 7 MR. COLLIER: Object to the form. 8 A. No, I don't. 9 BY MS. DEAN: 10 Q. Do you think there's anybody at Celanese that 11 has any appreciation for how terrible mesothelioma is? 12 MR. COLLIER: Object to the form. 13 BY MS. DEAN: 14 Q. Anyone? 15 A. I have a layman's understanding of the severity 16 of mesothelioma. 17 Q. When did you first develop that? 18 A. My layman's understanding? 19 Q. Yes. 20 A. I really can't give you a time frame on that. 21 Q. What is your understanding? 22 MR. COLLIER: Object to the form. 23 A. That it's a cancer of the lining of the 24 peritoneum or the pleural sac I think; that although it 25 can be treated to some degree, it's really not curable.	Page 245 1 Q. Yes. 2 A. I had no reason to go searching in Louisiana, 3 Texas and the other states that you mentioned. 4 Q. Did Celanese have any concern, other than making 5 sure they were following the laws, when they evaluated 6 health hazards for the people that were subject to the 7 toxins? 8 MR. COLLIER: Object to the form. 9 A. We followed the laws, and we investigated other 10 hazards that became known to us. 11 BY MS. DEAN: 12 Q. But you don't have any evidence of that? 13 MR. COLLIER: Object to the form. 14 A. I have my personal experience. 15 BY MS. DEAN: 16 Q. The person that you're aware of, as I understand 17 it, that started investigating asbestos health hazards 18 prior to you was Chuck Laubly. Is that right? 19 MR. COLLIER: Close. 20 A. Chuck Laubly. He was the corporate industrial 21 hygienist. He did not investigate asbestos hazards. He 22 would evaluate exposures. 23 BY MS. DEAN: 24 Q. Okay. What was his -- 25 A. I don't know that he actually conducted any

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1 asbestos monitoring.
 2 Q. I saw no testing documents in the actual records
 3 that were produced in this case, but I did see some
 4 exhibits attached to Mr. Laubly's deposition relating to
 5 the Bishop plant about testing.
 6 Let me first ask you, did you see any
 7 testing information outside of Bishop testing that was
 8 referenced in Mr. Laubly's testimony?
 9 MR. COLLIER: Object to the form.
 10 A. Covering any period of time?
 11 BY MS. DEAN:
 12 Q. Relating to asbestos hazards, yes.
 13 A. Exposure, not hazards?
 14 Q. Yes.
 15 A. Yes, I actually conducted monitoring myself.
 16 Q. Do you know where the results of that monitoring
 17 is?
 18 A. They would be at the plant.
 19 BY MS. DEAN:
 20 Q. Do you know why they were not produced?
 21 MR. COLLIER: Object to the form.
 22 A. They belong to the plant.
 23 BY MS. DEAN:
 24 Q. Do you know if any effort was made at all to
 25 obtain copies from the plant of those records?

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1 MR. COLLIER: Object to the form.
 2 A. It would have been done through counsel.
 3 BY MS. DEAN:
 4 Q. Okay. Outside of the testing again that I have
 5 from the Bishop location, do you expect even prior to the
 6 time that you got there in other plants there was testing
 7 done to evaluate the amount of asbestos put into the air
 8 when working with asbestos products?
 9 MR. COLLIER: Object to the form.
 10 A. I know in Salisbury there was some monitoring
 11 that had been done. I had seen some records at some
 12 other plants where monitoring had been done. Yes.
 13 BY MS. DEAN:
 14 Q. I did not see any of those records in the
 15 documents that were produced; did you?
 16 A. Well, the Spartanburg plant and any other plant
 17 I've worked in is not part of Celanese or CNA anymore.
 18 So I am not aware of whether or not we have access to
 19 those records.
 20 Q. Do you know if any effort was made in order to
 21 find out the answer to that, whether those were
 22 reasonably available to the company?
 23 MR. COLLIER: Object to form.
 24 A. It would have been through counsel.
 25 BY MS. DEAN:

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1 Q. And you just don't know way way or another?
 2 A. I don't know the answer to that.
 3 Q. For the testing that was done in the Bishop
 4 plant, do you know anything other than what's reported on
 5 the documents itself? In other words, I can read them to
 6 see when they were done, what results they have and
 7 what's reported therein, but do you have any additional
 8 information about the conditions in the plant or the
 9 circumstances surrounding those tests other than what's
 10 in the document itself?
 11 A. No. The document is all I have to read.
 12 Q. Okay. Do you know when the first test of any
 13 kind relating to asbestos put into the air from working
 14 with or around asbestos products was done by Celanese
 15 anywhere?
 16 A. No.
 17 MR. COLLIER: Object to the form.
 18 BY MS. DEAN:
 19 Q. Do you know what decade? Would it have been the
 20 '70s, or do you know?
 21 A. No, I don't know.
 22 Q. Do you know when warning information relating to
 23 asbestos was first used in any kind of Celanese plant?
 24 MR. COLLIER: Object to the form.
 25 A. Related to asbestos?

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1 BY MS. DEAN:
 2 Q. Yes, sir. Sorry.
 3 A. Certainly in '73. It would have happened by at
 4 least then. That's when the OSHA standard came out, and
 5 it required communication.
 6 Q. So other than your knowledge that OSHA required
 7 it, do you have any basis to know whether the warnings
 8 were there?
 9 MR. COLLIER: Object to the form.
 10 A. Prior to '73 or after?
 11 BY MS. DEAN:
 12 Q. No.
 13 Let me tell you where I'm coming from. I
 14 saw, for instance, that you said there may have been
 15 warnings on insulation, but you didn't have any reason to
 16 see them until '78, but it was limited to insulation and
 17 I wanted to broaden that question. I'm trying not to
 18 retreat but broaden that question to any asbestos
 19 products.
 20 Do you have information about warnings that
 21 you saw at any Celanese plant before you started getting
 22 into the industrial hygiene aspects of your job in '78?
 23 A. Okay. Well, it would be impossible to label a
 24 gasket or packing because they're concealed. You can't
 25 see them. It was not typical to label asbestos because

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1 you didn't necessarily know where it was and where it 2 wasn't. So we just had the policy of presuming that all 3 insulation contained asbestos until it was sampled, -- 4 Q. Okay. 5 A. -- physically tested. 6 Q. For the gaskets, just to follow up on some of 7 the things that you said, because they're in between two 8 mating surfaces and then sometimes even on top of those 9 surfaces they're then insulated, that's what you mean 10 that you can't -- 11 A. You can't physically see their presence. 12 Q. You don't see them until maintenance work or 13 some kind of breaking of the mating surfaces occurs. 14 True? 15 A. That's correct. 16 Q. Okay. When I'm talking about warnings I mean 17 more broadly than on the product itself. Do you know of 18 any employee handbook that came from Celanese discussing 19 the dangers of asbestos in writing and when that first 20 came out? 21 A. In writing specifically? 22 Q. Yes. 23 A. No, I'm not aware of that. We had routine 24 safety meetings where asbestos was discussed. We also 25 made sure that there was a bulletin board notice about it	1 MR. COLLIER: Object to the form. 2 A. That's a difficult thing to answer. It's not 3 quantifiable. One day it might be the whole day of 10 or 4 12 hours. The next day I may not address asbestos issues 5 at all. 6 BY MS. DEAN: 7 Q. Do you have any idea on an average for people 8 that were dealing with asbestos safety issues how much 9 time was spent on that? I understand that it varies, 10 but -- 11 A. Well, but I was one of those people. 12 Q. Right. 13 A. I can't tell you on average what it would be, 14 because it could be, you know, two or three days in a row 15 and then not anything for a week. 16 Q. Did you ever talk to the employees that worked 17 with the asbestos products in order to evaluate what they 18 believed could be done in order to make the workplace 19 safer as it related to asbestos? 20 MR. COLLIER: Object to the form. 21 A. I talked with them about the procedures that 22 needed to be used, precautions that needed to be taken 23 and offered for them to have input. 24 BY MS. DEAN: 25 Q. When did that first start happening with the
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1 periodically. Excuse me. But I'm not aware that anyone 2 was handed a written notice about asbestos. 3 Q. So the communications were? 4 A. Safety meetings and bulletin boards. 5 Q. Do you have any record of the content of the 6 information allegedly put on these bulletin boards? 7 A. No. 8 Q. Okay. Do you know when the first safety meeting 9 dealing with asbestos for any worker at Celanese came 10 out? 11 MR. COLLIER: Object to the form. 12 A. No. 13 BY MS. DEAN: 14 Q. Were you ever at any of those safety meetings 15 relating to asbestos being talked about? 16 A. Yes, I from time to time would conduct one. 17 Q. Okay. And so the earliest that would have 18 happened is when? 19 A. That I would have participated in one? 20 Q. Yes. 21 A. Would have been '78. 22 Q. Okay. How many hours in your workday did you 23 spend dealing with preventing any kind of hazard relating 24 to asbestos, during the time frame when asbestos was 25 still being used or abated at the plant?	1 company? 2 A. With the company? 3 Q. Uh-huh. 4 A. I can't address that. 5 Q. Are there any employees by name or title that 6 you can give me where these conversations occurred at the 7 Spartanburg plant? 8 A. No. 9 Q. Is there anything that Celanese will admit that 10 they should have been doing earlier than they had done 11 now that they're dealing with this situation where 12 someone believes that they got cancer after working at 13 that plant for many years? 14 MR. COLLIER: Object to the form. 15 A. That's just pure speculation. I find it 16 difficult to respond to that. When should I have done? 17 What should I have done? I mean, that's hindsight. 18 BY MS. DEAN: 19 Q. And I don't mean it as hindsight. I mean it 20 as -- first of all, does Celanese believe that they in 21 any way, shape or form did anything wrong in this case as 22 it relates to Mr. Seay? 23 MR. COLLIER: Object to the form. 24 A. I can't address whether or not they believe they 25 did anything wrong.

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BY MS. DEAN:

Q. Is there a single thing they would do differently in the future based on what they've learned from this situation?

MR. COLLIER: Object to the form.

A. We're doing things differently every day based on knowledge that's gained.

BY MS. DEAN:

Q. What about from this particular case?

MR. COLLIER: Object to the form.

BY MS. DEAN:

Q. Is there anything about what happened with millwrights and mechanics who worked with asbestos routinely during the time that they were there that the company has learned from and is doing differently?

MR. COLLIER: Object to the form.

A. Well, we began doing things differently with gaskets, packing and insulation when the OSHA standard came out.

BY MS. DEAN:

Q. Okay. How are gaskets handled differently when the OSHA standard came out?

A. Well, I can't sit here today and tell you what changed on that day. All I know is that we communicated with employees. We made sure that the work procedures

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you believe it's anything other than what claims to be, and that is an interoffice memo from Mr. Jordan or Mr. Caldwell to Mr. Jordan from November 7th, 1988?

MR. COLLIER: Object to the form.

A. No, that's what it is.

BY MS. DEAN:

Q. Okay. The subject here is asbestos gaskets. Is that fair?

A. Gaskets containing asbestos, yes.

Q. And the way it at least reads is, "Asbestos Gaskets", and it's underlined?

A. Yes, I understand that, but it's not pure asbestos is what I'm saying.

Q. And you don't know whether it's 80 percent or 90 percent asbestos or the asbestos content at all?

A. No. You would have to look at manufacturer's specs for that.

Q. Would it surprise you that in almost every case there was more asbestos in terms of ingredients than all the other ingredients making up the gasket combined?

MR. COLLIER: Object to the form.

A. I have no feel for that.

BY MS. DEAN:

Q. Okay. One of the things it's saying is, this is comments and recommendations in response to concerns

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1 were appropriate. They didn't use air to clean any of
2 the substance. They used wet methods to make sure it was
3 adequately wet before they dealt with it.

(Plaintiff's Exhibit No. 8 was marked for
identification.)

BY MS. DEAN:

Q. I'm going to hand you what I've marked as
Exhibit 8. Plaintiff's Exhibit 8, which is a document I
got from Celanese. Maybe not. Let me look. Actually
this doesn't have the Bates label on it. So let me ask
you.

This says "Hoechst Celanese" on the top,
and it's an interoffice memo where it is signed by R.E.
Caldwell, and it has a list of people cc'd at the bottom.
Do you see that?

A. Yes.

Q. Is this a document you've ever seen before?

A. I may have. I can't recall.

Q. You certainly recognize the font and logo for
Hoechst Celanese that's at the top?

A. Yes, and I know the author.

Q. Okay. What's Mr. Caldwell's background?

A. Mr. Caldwell, let's see, where was he at this
point in time? In '88 he was probably in Shelby.

Q. Is there anything about this document that makes

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1 about the use of asbestos gaskets. Right, that's the
2 context of this letter?

A. Yes.

Q. And it says in the third paragraph that, "If
preformed gaskets are removed from service, special
precautions must be taken by maintenance personnel as not
to release any fibers (i.e. grinding, wire brushing, or
the like.)" Do you see that?

A. Yes.

Q. Do you -- this is the only document I could find
that referenced a policy as it relates to asbestos
gaskets, and I wanted to ask you if you were aware of any
other asbestos gaskets policy prior to this one in 1988?

A. There was an asbestos procedure at each site,
which would include the handling of gaskets.

Q. And in terms of a written procedure I can look
at, do you know if there's been any search for such
procedure prior to this one in 1988?

A. They would be at the plant, plant site.

Q. Has any effort been made to see if the company
could reasonably get their hands on those?

MR. COLLIER: Object to the form.

A. Through Plaintiff's counsel. I'm sorry. I
don't know why that came out there. Through counsel.

BY MS. DEAN:

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1 Q. And you don't know one way or another what was 2 done there? 3 A. Whether or not it was searchable? 4 Q. Yeah. 5 A. No. 6 Q. Okay. 7 A. We don't own those plants, and I don't know what 8 access was asked for or granted. 9 Q. I'll represent to you that there are studies 10 showing how much asbestos is released in the air when 11 using a wire brush or grinder, and that they vary all the 12 way from .1 fibers per cc to even I think 31 fibers per 13 cc. Have you seen any of that data? 14 A. No, I haven't. 15 Q. Do you have any basis to dispute any of the 16 findings or have an opinion about what is more likely 17 when working on removing an asbestos gasket in a -- used 18 in a heat resistant capacity? 19 MR. COLLIER: Object to the form. 20 A. Removing it how? 21 BY MS. DEAN: 22 Q. Through a scraper or grinding, wire brush or the 23 like. 24 A. If it was a mechanical grinder or wire -- 25 mechanical wire brush, exposures could be high. Just	1 the start date. When did they find substitutes, how long 2 did that take? 3 MR. COLLIER: Object to the form. 4 A. It took periods of time. They may not have been 5 able to replace them all at this point. I really don't 6 know that. 7 BY MS. DEAN: 8 Q. Okay. So at least by 1973 it's your 9 understanding that asbestos gaskets were required to be 10 used in these high temperature applications, but that an 11 effort was being made to find replacements. 12 A. There were -- 13 Q. You just can't me how long it took. 14 MR. COLLIER: Object to the form. 15 A. Well, there were other gaskets used that did not 16 contain asbestos, in like I think a spiral wound metal 17 gasket, which didn't have asbestos in it. 18 BY MS. DEAN: 19 Q. Certainly there were spiral wound gaskets, 20 rubber gaskets, cork gaskets. But for sheet gaskets, 21 which look and feel substantially different, are you 22 aware of any alternative that was out there where you 23 didn't have to use asbestos in high temperature 24 applications prior to this search for replacements in 25 1973?
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1 with a scraper, the exposure would probably be fairly 2 limited, especially if they used wet methods. 3 Q. It goes on to recommend the use of nonasbestos 4 gaskets and packing, that those be sought for all 5 applications currently containing asbestos. Do you see 6 that? 7 A. Yes. 8 Q. Do you have any information about the first time 9 an asbestos containing, sorry, an asbestos free gasket 10 was available for the use of heat resistant applications? 11 A. In high temperature applications? 12 Q. Yeah. 13 A. I know that back in '73 when I went to work 14 there they were looking to replace all that they could 15 find suitable equivalents for. 16 Q. Do you know when that -- they first became 17 successful in finding suitable replacements? 18 A. Well, in my tenure as an engineer, which was 19 five years, they had not found replacements for all 20 applications. 21 Q. Do you know when that started to shift? 22 A. In '73 when they stopped using insulation 23 containing asbestos, they also pursued trying to 24 eliminate gaskets that contained asbestos. 25 Q. And I guess I'm trying to figure out -- I got	1 A. Prior to the search? 2 Q. Yes. 3 A. I'm not aware of any, no. 4 Q. Okay. What about for asbestos packing, do you 5 know if there was an alternative to asbestos containing 6 packing available on the market for high temperature 7 applications in the '60s or '70s? 8 A. No, I'm not aware. 9 THE VIDEOGRAPHER: Pardon me. I need to 10 change recording media. 11 MS. DEAN: Sure. You gave me the heads up. 12 Sorry. 13 THE COURT REPORTER: The reporter needs a 14 break. We've been going about an hour and a 15 half. 16 DEFENSE: A break is a good idea. 17 THE VIDEOGRAPHER: This is the end of media 18 unit 4 of the video 30(b)(6) deposition of Bruce 19 Bowyer. We are off the video record at 3:44:20. 20 (A break was taken.) 21 THE VIDEOGRAPHER: This is the beginning of 22 media unit 5 of the 30(b)(6) deposition of Bruce 23 Bowyer. We are on the video record at 4:00:26. 24 (Plaintiff's Exhibit No. 6 was marked for 25 identification.)

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1 BY MS. DEAN:

2 Q. I just handed you what I marked as Exhibit 6,
3 which is another document that the National Safety
4 Council was putting out where Celanese is listed as a
5 member, and there's just one section on an article
6 called, "Dust Hazards Related to Health" from a Robert
7 Harris at the U.S. Public Health Service that I wanted to
8 ask you about.

9 The chairman or member from Celanese that's
10 listed there, did you know either of those men?

11 A. Harold Blancke, I know the name, but I never met
12 the individual.

13 Q. The next page over there's a John McAlpine,
14 M-C-A-L-P-I-N-E.

15 A. No, I'm not familiar with him.

16 Q. The article in this 1961 document that I want to
17 ask you about has dust hazards related to asbestos from
18 someone at the U.S. Public Health Services, and there's a
19 section on "The Nature of Dust". Do you see that?

20 A. Yes.

21 Q. It talks about how "Dust particles which are
22 hazardous to health when inhaled are invisible to the
23 unaided eye. The smallest particles ordinarily seen
24 without magnifying devices are about 30 to 40 microns in
25 size; those which are hazardous are ordinarily smaller

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1 than 5 or 10 microns." Do you see that?

2 A. Yes.

3 Q. And as an industrial hygienist, are you in a
4 position to agree with that notion, that often it is the
5 dust that you cannot see that creates the highest level
6 of concern in terms of an inhalation risk?

7 A. The smaller the particle, the further it can get
8 into the lungs, but this is way too general for me to
9 agree or disagree with.

10 Q. As it relates to asbestos and asbestos risks in
11 the workplace, have you seen information that most of the
12 asbestos in the air is not visible to the naked eye under
13 normal light conditions?

14 A. I can't testify to that. At very little levels
15 it would not be considered visible.

16 Q. Do you know how much asbestos has to be in the
17 air before you can see it under normal lighting?

18 A. No.

19 Q. I'll represent to you that the National Safety
20 Council has indicated that you need over 5 million
21 particles per cubic foot before you can see it, and at
22 that point you're talking about having a significant or a
23 terrific hazard. Have you seen information of that
24 nature?

25 A. If I have, I don't recall it.

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1 Q. Do you have any basis to dispute it?

2 A. No.

3 Q. Okay. I want to talk to you for a few minutes
4 about some of the Daniel's records from Fluor Daniel's
5 that I received from Celanese files.

6 Did you review the safety manuals and
7 documents that were produced by Celanese to us?

8 A. I reviewed, not read word for word, but reviewed
9 all the documents that were produced.

10 Q. I did not see anything in the time frame when
11 Mr. Seay was working at the company, meaning the '60s or
12 '70s, that dealt with asbestos or asbestos hazards until
13 1978. Did you see anything prior to that time?

14 A. I can't recall. I would have to look at the
15 documents.

16 Q. Okay. Do you remember the 1978 document from
17 Daniel's regarding insulation?

18 A. No, I do not.

19 Q. Outside of the information contained in the
20 records themselves, is there anything from your research
21 or discussions with others that you're able to add about
22 how Daniel's as a company was handling asbestos related
23 matters in the '60s and '70s?

24 MR. COLLIER: Object to the form.

25 A. I don't have anything going back in the '60s.

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1 When OSHA came out in the '70s, they complied with the
2 OSHA standard.

3 BY MS. DEAN:

4 Q. Okay. Do you have any firsthand experience
5 observing the work done by Daniel's between when OSHA
6 came out in '72 and during this written policy that I've
7 seen from '78 to see whether they were, one, changing
8 their policies and, two, abiding by those changes?

9 A. My experience with Daniel's is, they had
10 standards that at least met our internal plant standards
11 as well as OSHA standards. And we, being Celanese, would
12 do audits of various areas, and the contractor would be
13 included in those audits to make sure that the procedures
14 that were appropriate were being followed.

15 Q. Are there any records at all, whether it be from
16 the Spartanburg plant or anywhere to evidence that that
17 was done, meaning that anyone at Celanese was evaluating
18 the safety procedures from Daniel's as it related to work
19 with asbestos products?

20 A. They would be maintained at the plant.

21 Q. Do you know whether anyone has done any research
22 to see if those records existed?

23 A. It would have been through counsel, and that's
24 not a plant that we own.

25 Q. So I take it then, again, whether any kind of

Page 266 1 reasonable effort was made to see whether they had copies 2 of those records you don't know about, you would assume 3 it would have been done through counsel? 4 MR. COLLIER: Object to the form. 5 A. It would have been done through counsel, and I 6 don't know what you consider reasonable. 7 BY MS. DEAN: 8 Q. And we can argue about that, but do you know if 9 anything was done? 10 A. It would have been done through counsel. 11 Counsel would know. I don't know. 12 Q. Okay. I think we're saying the same thing. 13 A. Okay. 14 Q. Did you note in the company policy for Daniel's 15 that they were paying for workman's compensation? 16 A. That Daniel's paid for workman's compensation? 17 Q. Yes. 18 A. Yes, and they were reimbursed by Celanese. 19 Q. Outside of the document you reference in your 20 affidavit about reimbursement for workman's comp, is 21 there any other basis that you have for that statement? 22 A. The contracts that I've reviewed. 23 Q. Okay. You reference one contract in your 24 affidavit. Is there any other that you can point out to 25 me?	Page 268 1 MR. COLLIER: Object to the form. 2 BY MS. DEAN: 3 Q. Do you know? 4 A. I don't know for sure, but some of these 5 depositions took place before they were sold to other 6 plants. 7 Q. I could not find anything in any of the 8 documents that mentioned the name of Dennis Seay, 9 including a signed employment employee handbook or any 10 other document. Did you see anything that referenced him 11 by name? 12 A. We would not have his records. 13 Q. Okay. Why not? 14 A. Because he was a Daniel's employee. 15 Q. Okay. I want to talk to you for a few minutes 16 about your affidavit itself. First of all, let's mark it 17 as Exhibit 18. 18 (Plaintiff's Exhibit No. 18 was marked for 19 identification.) 20 BY MS. DEAN: 21 Q. Let me hand you a copy. Who did the actual 22 writing of the affidavit? 23 A. Counsel. 24 Q. I'm assuming that you then reviewed it for 25 accuracy and then signed it.
Page 267 1 A. There were three or four. So I can't remember 2 the exact number, but both maintenance and construction 3 contracts. 4 Q. Do you either have those with you, or are you 5 able to identify them for me in any way? 6 A. I don't know if they were provided in the 7 documents you got or not. I can't remember. 8 Q. In all of the safety sections that were provided 9 from Daniel's where I understand you're saying there was 10 an auditing process from CNA, and I saw them starting in 11 the '80s and going on, I did not see anything discussing 12 the dangers of asbestos. And let me be more specific to 13 make sure we're on the right page. There would be 14 manuals where at the end they would have an employee 15 signature page, and in those I didn't see asbestos 16 discussed. 17 First of all, did you review the employee 18 safety manuals from Daniel's -- 19 A. I have seen them before. If they're in those 20 documents you have, then I reviewed them since, but I 21 don't recall. 22 Q. If the plants which are now owned by others have 23 some of these materials, why do we have certain of the 24 safety manuals and not other of the documents that you 25 referenced?	Page 269 1 A. Yes. 2 Q. Okay. And when you say "counsel", the lawyers 3 hired by Celanese? 4 A. Yes. 5 Q. Okay. The very first sentence of this affidavit 6 says, "I am above the age of 18," I'm cool with that one, 7 "suffer with no legal disabilities and am competent to 8 give this affidavit." 9 My question for you is, do you know what it 10 means when you sign this to be competent to give this 11 affidavit? 12 MR. COLLIER: Object to the form. 13 A. That I'm knowledgeable of these statements made 14 in here and that I attest to their truth. 15 BY MS. DEAN: 16 Q. Okay. Do you have, when you say you're 17 knowledgeable, any idea of what type of knowledge you 18 have in order to be competent to testify and swear to it? 19 MR. COLLIER: Object to the form. 20 A. We can go through each statement, and I can you 21 tell you why I believe I can attest to that. 22 BY MS. DEAN: 23 Q. Okay. Are you familiar with the concept of what 24 it means to have personal knowledge, that it has to be 25 something that you've seen, smelled, tasted, sensed or

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1 reasonably or rationally related to those things? Is 2 that a concept you're familiar with? 3 A. I understand what you said. 4 Q. Okay. Before we looked into the specifics, 5 while this Affidavit identifies that you started working 6 for the company in April of 1973, one thing it doesn't 7 tell us is that you did not start working at the 8 Spartanburg plant until almost 17 years later. Right? 9 A. Right. 10 Q. Okay. And so in terms of your actual personal 11 knowledge working day in and day out at the Spartanburg 12 plant, that was over a decade after Mr. Seay left. 13 A. Yes. 14 Q. Other sources of personal knowledge could be 15 during the time frame when you were at corporate you were 16 dealing with the Spartanburg plant through corporate. 17 Did that happen? 18 A. When I was at corporate, I did not deal with 19 Spartanburg. 20 Q. Okay. 21 A. When I was at Charlotte at the headquarters 22 division, I did. 23 Q. Okay. And that would have been in the 1980s? 24 A. Yes. 25 Q. Okay. Did you have an opportunity to even go	1 A. No. 2 Q. Were you involved with any of the negotiation or 3 contract writing or work between Celanese in Spartanburg 4 and Daniel's? 5 A. No. 6 Q. Okay. Did you have an opportunity to see any of 7 the maintenance work done by any Daniel's employee at 8 that plant prior to 1978? 9 A. No. 10 Q. Were you the custodian of records that were 11 maintained for that plant prior to 1978? 12 A. No. 13 Q. You write here that the Spartanburg facility 14 manufactured synthetic fibers and resins. Do you see 15 that? 16 A. Yes. 17 Q. And my understanding is, polyester was kind of 18 the bread and butter. 19 A. That's all they made was polyester in one form 20 or another. 21 Q. Okay. And so in terms of what the trade and 22 business was for this facility, it was the manufacture 23 and sale of this polyester fiber? 24 A. And resin. 25 Q. Okay. Was the sale of this product also handled
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1 into the Spartanburg plant before 1978? 2 A. Before 1978? 3 Q. Yes, sir. 4 A. No. 5 Q. Okay. Did you work with any of the Daniel's 6 employees that were at the Spartanburg plant at any point 7 in time during your tenure at Celanese? 8 MR. COLLIER: Object to the form. 9 BY MS. DEAN: 10 Q. Prior to 1978. I'm sorry. 11 A. Not at Spartanburg. 12 Q. Okay. I asked you whether you knew Mr. Seay, 13 but I don't think I asked you whether you knew 14 Mr. Thompson. Did you know him at all? 15 A. The name is not familiar. 16 Q. Is there a single employee that was working in 17 the maintenance division for Celanese in the '60s and in 18 the '70s going up to 1978 that you know by name from 19 Daniel's? 20 A. Oh, from Daniel's? 21 Q. Yes. 22 A. No. 23 Q. Okay. Were you involved in any of the safety 24 policy -- safety or policy decisions that were being made 25 at the Spartanburg plant on or before 1978?	1 at the facility itself, or was that handled at some other 2 location? 3 A. It I believe was handled at the Spartanburg 4 location. 5 Q. You also indicated on paragraph 4 that Daniel's 6 Construction Company had a maintenance contract for the 7 Spartanburg facility during the time frame relevant to 8 the lawsuit. Do you see that? 9 A. Yes. 10 Q. How do you know that? 11 A. I reviewed some contracts for some period of 12 time covering that time frame. 13 Q. Okay. I saw some of the contracts for 14 maintenance contracts included, and then I also saw some 15 construction contracts. Let me ask you broadly, if we 16 wanted to cover the entire time he was there, are the 17 only contracts that you're aware of the ones that were 18 produced to me and Bates labeled with a Seay and Hammett 19 label? 20 A. Yes. 21 Q. Okay. I did not see any indication in those 22 records of evidence that Celanese paid for -- reimbursed 23 for the workman's comp. Do you know if such records ever 24 existed? 25 A. It was in the contract.

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1 Q. I saw a reference to a 1975 contract that that
2 was to be done. My question is saying, have you seen any
3 indication that it was, in fact, done?

4 MR. COLLIER: Object to the form.

5 A. Do I have a receipt?

6 BY MS. DEAN:

7 Q. That kind of thing, yes.

8 A. No, I do not.

9 Q. Do you have any kind of evidence that workman's
10 compensation was paid for its own employees by Celanese
11 in the Spartanburg plant for each year between 1968 and
12 1978?

13 A. No, I don't have any records.

14 Q. Do you know if that has been searched, --

15 A. Oh, --

16 Q. -- proof of payment for workman's comp
17 insurance?

18 A. -- I do not know if it was searched.

19 Q. Okay. In terms of the variances in the
20 different maintenance contracts over the years, are you
21 able to give me any additional information outside of
22 what is in the contract?

23 A. Like?

24 Q. The first thing that comes to mind is how many
25 people are there.

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1 consistent. In other words, it might go up or down a
2 little bit depending upon what work was being done and
3 how many lines we had. If we added lines, they had to
4 add staff to be able to cover those lines.

5 Q. But in terms of analogizing your experience in
6 another plant, whether those changes or lines got added
7 or when or how many people were there from the time frame
8 that Mr. Seay was there in the '60s and '70s, you don't
9 have actual knowledge about that?

10 A. I don't have numbers.

11 MR. COLLIER: Object to the form.

12 BY MS. DEAN:

13 Q. Well, do you even have any kind of idea of the
14 level of fluctuation? What was the lowest number of
15 employees they had tasked or the highest?

16 A. No.

17 Q. Okay. Do you have an idea or a range of how
18 many employees there were typically doing maintenance
19 work there, whether it was dozens, scores, hundreds?

20 A. No, I don't.

21 Q. You make the statement in here in paragraph 4 of
22 Exhibit 18, your affidavit, that during this time frame,
23 the time frame being when Mr. Seay was at the facility,
24 all maintenance work at the Spartanburg facility were
25 Daniel's employees. Do you see that?

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1 A. No, I can't talk about that, because that varied
2 depending upon the size of the projects. For
3 maintenance, that was a fairly steady force. For
4 construction, it depended upon the work.

5 Q. And that's kind of what I'm getting at. How do
6 you know that that was a fairly -- that that was fairly
7 steady over the course of years?

8 A. For maintenance, the requirements were fairly
9 routine. In other words, things happened repeatedly.
10 Repairs needed to be done repeatedly. PMs needed to be
11 done repeatedly.

12 Q. Preventive maintenance?

13 A. Yes, and they staffed for those things that are
14 done routinely as well as having some contingency for
15 emergencies.

16 Q. And the logic that you're giving I'm following,
17 but outside of that that is a solution to the problem
18 that could make sense, do you have any actual knowledge
19 that that was so during those years and in that plant?

20 MR. COLLIER: Object to the form.

21 A. That they staffed?

22 BY MS. DEAN:

23 Q. That the work force staffing throughout those
24 years stayed the same.

25 A. I didn't say it stayed the same. It was

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1 A. Yes.

2 Q. And so you're saying regardless of what
3 maintenance work was being done at the plant, even though
4 you can't quantify the number of employees, that was done
5 by the Daniel's work force?

6 A. Yes.

7 Q. Outside of the contracts that have been produced
8 in this case, do you have any other basis for that
9 statement?

10 A. That activity was still going on by Daniel's
11 employees when I became affiliated with Spartanburg.

12 Q. In '91?

13 A. Well, it would have been -- my first affiliation
14 was probably '87 when I was still in Charlotte.

15 Q. Okay. So there would have been some contact,
16 although your principal place was in Charlotte from '87
17 to '91 and you moved in '91?

18 A. Yes. I was responsible from a division level
19 for industrial hygiene at the Spartanburg site.

20 Q. I'm going to hand you what I'll mark as Exhibit
21 17.

22 (Plaintiff's Exhibit No. 17 was marked for
23 identification.)

24 BY MS. DEAN:

25 Q. And this is a document that has the Bates label

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1 on the bottom that talks about -- It says, "Law 2 Department" in the beginning, and it looks like a folder 3 called "American Hoechst Corporation, Spartanburg, South 4 Carolina", and these are documents starting on the fourth 5 physical page dealing with a maintenance service contract 6 for the company. Do you see that? 7 A. Starting on the fourth physical page? 8 Q. Yes, sir, which is Bates 158. 9 A. Yes, I see it. 10 Q. Now, you reference this contract in your 11 Affidavit on paragraph 8, although I think you start at 12 163, but both 153 and 163 are referencing a maintenance 13 service contract from 1975. Do you agree with that, June 14 of 1975? 15 A. Yes. 16 Q. All right. They're dated the same as even June, 17 24th, 1975. Correct? 18 A. Yes. 19 Q. Outside of this amendment to and the initial 20 maintenance contract from June of 1975, are you aware of 21 any other contract maintained by Celanese governing the 22 maintenance service done by Daniel's? 23 A. I thought there was an earlier one, but I could 24 be mistaken, but it would have been provided to you. 25 MS. DEAN: I see you're nodding. I could	1 '75, are you aware of any other maintenance contracts 2 from 1969 until 1978? 3 A. I'm not aware of them, no. 4 Q. Between Daniel's and Celanese? 5 A. Right. 6 Q. Okay. 7 MR. COLLIER: What did you say you were 8 marking it? I'm sorry. 9 MS. DEAN: 4. 10 MR. COLLIER: 4. Here you go. Do you want 11 -- did you mark one? 12 A. She's got hers. 13 MR. COLLIER: Okay. 14 A. I'll give this back to you. 15 MS. DEAN: You want to switch? 16 MR. COLLIER: Well, it's just an extra. So 17 that -- 18 MS. DEAN: Yeah, for me a copy. 19 MR. COLLIER: Yeah. 20 BY MS. DEAN: 21 Q. I think I asked you this earlier, but my notes 22 are not good. You were not the custodian of records for 23 Celanese at any point in time? 24 A. At the Spartanburg site? 25 Q. Right.
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1 not find -- 2 MR. COLLIER: That was the other 10 page, 3 20 page document that I e-mailed you two weeks 4 ago, last week. Remember? I -- it would have 5 picked up at 2231 roughly to 2250. I can give 6 you a copy of it if that would be -- 7 MS. DEAN: I have it, but if you have it 8 handy I won't say no. Mine is gonna have my 9 notes on it. 10 MR. COLLIER: I have it, but saying that 11 it's handy is -- 12 A. Yeah, handy is relative. 13 MR. COLLIER: Yeah. Here, I've got it. Do 14 you want me to give him a copy as well? 15 MS. DEAN: If you have one, that would be 16 great. 17 BY MS. DEAN: 18 Q. So counsel just handed me what I'm going to mark 19 as Exhibit 4 -- 20 (Plaintiff's Exhibit No. 4 was marked for 21 identification.) 22 BY MS. DEAN: 23 Q. -- a March 1st, 1972 document with a Bates label 24 of 2231 to 2250. Outside of these two maintenance 25 contracts, one that's from March of '72 and one is from	1 A. Prior to 1990, no. 2 Q. And in terms of knowing whether -- sorry. I 3 lost my place. I think it was over here. 4 In terms of knowing how this document was 5 maintained or where it was maintained at the Spartanburg 6 site, that's not something you have any personal 7 knowledge of? 8 MR. COLLIER: Object to the form. 9 A. No. 10 BY MS. DEAN: 11 Q. And in terms of even locating this document for 12 this production, that's not something you were in any way 13 involved in? 14 A. Counsel did it. 15 Q. Okay. And so you weren't involved? 16 A. No. 17 Q. Okay. Sorry to be lawyerly. 18 A. You're a lawyer. 19 Q. That's true. It rubs off. 20 I saw a variety of different work that was 21 being described in different documents that were produced 22 by Celanese from installing siding to installing roofing 23 to working on pipelines. First of all, at least those 24 first few examples that I've given you, did you see those 25 as well?

Page 282 1 MR. COLLIER: Object to the form. 2 A. Did I see the document procedures that 3 documented that work? 4 BY MS. DEAN: 5 Q. Yeah, that documented a different type of work. 6 For instance, they would say that roofing and ceiling 7 work was being done. 8 A. In this contract or somewhere else? 9 Q. In the larger documentation from Celanese. 10 A. If it's in that box of materials you got, I 11 reviewed it, but I can't say specifically I saw it, -- 12 Q. Okay. 13 A. -- if it's not there. 14 Q. Did Celanese when it was subcontracting out the 15 maintenance work -- in your experience as the rep for 16 Celanese, was the intent or motivation in any way an 17 attempt to avoid liability? 18 MR. COLLIER: Object to the form. 19 A. No. 20 BY MS. DEAN: 21 Q. Do you agree that the work that was being done 22 by Daniel's for Celanese, in terms of the maintenance 23 work I want to start with and then I'll talk about the 24 construction, was specialized work that was being done 25 based on strict rules that were put forth by both	Page 284 1 Spartanburg plant, my understanding of their business 2 wasn't maintenance or construction. It was polyester 3 resins and fibers. 4 MR. COLLIER: Object to the form. 5 A. No. Their business was maintenance, too, 6 because they had Hoechst employees that oversaw the 7 maintenance activities of the Daniel's employees. And, 8 in fact, some of those Daniel's mechanics were later 9 hired as Hoechst employees to continue the maintenance. 10 BY MS. DEAN: 11 Q. During what time frame? I'm going to object to 12 lack of foundation. 13 A. It was -- my recollection is in the early '90s. 14 Q. Okay. In the time frame of the '60s to 1978, 15 outside of what is written in the actual contract about 16 the work being done and who supervised it, do you have 17 any information about how that plant was operating in 18 relation to Daniel's skilled workers coming in and 19 getting work done? 20 MR. COLLIER: Object to the form. 21 A. I'm not sure what you're asking me. 22 BY MS. DEAN: 23 Q. That if we're not looking in 1987 onward, but 24 looking back from 1968 to until 1978, other than what's 25 written in these documents that have been labeled and now
Page 283 1 Daniel's and CNA? 2 A. You mean as far as the work methods that were 3 used? Is that the rule you're talking about? 4 Q. Yeah. 5 A. There were established techniques and work 6 methods that were used in industry in general, and 7 Celanese and Daniel's both had, excuse me, established 8 methods for follow-up. 9 Q. And outside of the methods -- I think the 10 question was poorly phrased, but trying to get to the 11 idea that the work being done was not like day labor 12 work. It was specialized work that required specialized 13 employees. 14 A. It was required skill of the employees. 15 Q. Or maybe skilled employee is better. 16 You would agree with me that Celanese was 17 in the polyester business, not the maintenance 18 business? 19 A. They were in the business of making polyester 20 and maintaining the equipment that made that polyester. 21 Q. And I understand that there are all sorts of 22 things that need to happen in order to make a plant work, 23 from having lights on, toilets running, equipment 24 maintained, floors cleaned. But in terms of 25 understanding the business or trade of at least the	Page 285 1 marked as Exhibit 4 and -- 2 A. 5? 3 Q. No, I think 17. 4 A. Oh, 4. 5 Q. 4 and 17. Do you have any other personal 6 information about how things were working at that plant 7 during this earlier time frame? 8 A. Well, Daniel's did the maintenance, and Hoechst 9 managed the plant. 10 Q. In terms of who was supervising the regular work 11 of the maintenance workers, have you looked at the 12 contract to see how that was covered? 13 A. Yes. Daniel's had supervisors that supervised 14 the workers. 15 Q. In fact, it was a written and required term of 16 the contract that's on Bates 163 that "The contractor", 17 which is Daniel's, "shall furnish all necessary 18 supervision, labor, equipment, tools, materials, 19 supplies, and incidentals necessary to perform continuous 20 routine maintenance, operation or utility equipment; and 21 emergency, supplementary, or temporary maintenance 22 services as may be required by the owner." 23 A. Yes. 24 Q. I will stop reading so quickly. I'm sorry. 25 Do you have any basis to contradict what is

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1 written in Section 1. of this Maintenance Service
2 Contract about who was providing the supervision for the
3 work?

4 A. No.

5 Q. And so in terms of going back to the original
6 question of I understand to make the polyester business
7 work that there are a lot of things that go into it, but
8 whether we're actually talking about the maintenance work
9 or supervision, that was not the business of Daniel's at
10 least in these earlier years before you got there?

11 A. I think you misspoke.

12 MR. COLLIER: Object to the form.

13 BY MS. DEAN:

14 Q. Okay. Let's look further into what the actual
15 contract says.

16 A. Well, you said Daniel's. It wasn't the business
17 of Daniel's to do maintenance work. I believe that's
18 what you said.

19 MR. MERIWETHER: It is what she said.

20 MS. DEAN: Robert, you don't need to speak
21 up.

22 A. That's the reason I couldn't answer that
23 question.

24 MS. DEAN: Tone doesn't come out on paper.

25 That's going to come off wrong.

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1 but in looking at Section 11. on 171, I first want to ask
2 you, there it says, "The contractor has full and complete
3 control over their employees and their job tenure. The
4 contractor shall furnish to the owner a copy of their
5 personnel policies and regulations. The contractor's
6 employees or subcontractor's employees will abide by all
7 of the owner's safety regulations." Do you see that?

8 A. Yes.

9 Q. And so I don't dispute that there is always this
10 oversight when coming on to Celanese premises their
11 safety regulations had to be abided by. But in terms of
12 how the work was done and where it was done, do you
13 dispute that this indicates the contractor has full and
14 complete control over their employees and their job
15 tenure?

16 MR. COLLIER: Object to the form.

17 A. They have control over their employees, but the
18 owner determines when the work is to be done, where it's
19 to be done and how it's to be done. The contractor
20 cannot determine when to go work on a piece of equipment.

21 BY MS. DEAN:

22 Q. I want to make sure I understand the bounds of
23 that. Do you see on 173, which is page 10 of the
24 contract, that "The contractor has full and complete
25 control over their employees and their job tenure.

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1 BY MS. DEAN:

2 Q. Let me try it again.

3 MR. MERIWETHER: Feel free.

4 BY MS. DEAN:

5 Q. I'm trying to remember the question.

6 Okay. My understanding is that there are a
7 lot of things that are needed in order to make Celanese
8 business of producing polyester work, but in terms of
9 looking at the maintenance end of it, whether it be the
10 actual maintenance work or the supervision of the work,
11 that was not done by CNA. That was done exclusively at
12 least during these earlier years by Daniel's.

13 A. Well, Celanese had a responsibility in the
14 maintenance work because they determined what work was to
15 be done, when it was to be done and how it was to be
16 done, and they assigned that to the Daniel's supervisor
17 who then relayed that information to the workers. So
18 they had an active role in the maintenance of the plant.

19 Q. Where is that written anywhere to demonstrate
20 that that was actually the case during the years that you
21 weren't there?

22 A. I believe it's in here somewhere.

23 MR. COLLIER: Object to the form.

24 BY MS. DEAN:

25 Q. I want to give you an opportunity to show me,

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1 Employees will be assigned to their work with the
2 concurrence of the owner...?"

3 A. And I don't disagree with that.

4 Q. Huh?

5 A. I don't disagree with that.

6 Q. Okay. The next portion I want to look at is on
7 Bates 175, which is page 12. And just for context, this
8 is under the section that deals with "Health and Safety
9 Laws", which you can see on the previous page. Do you
10 agree with that?

11 A. Oh, let me me go back then.

12 Q. Sorry. I got ahead of myself.

13 A. Okay.

14 Q. In that section on "Health and Safety Laws"
15 there is on the next page a paragraph that says,
16 "Provided, however, that nothing in this section shall
17 relieve the contractor", who in this case is Daniel's,
18 "from responsibility for payment of any citation or
19 penalty imposed as a result of an act or omission by
20 contractor, or its employees, subcontractor or agents, in
21 violation of the 'Safety and Health Regulations for
22 Construction' promulgated under the aforesaid act or of
23 any similar regulation directly applicable to the
24 performance of the work by the contractor." Do you see
25 that?

Page 290 1 A. I see that. 2 Q. Do you have any basis to dispute the accuracy of 3 that? 4 A. No. 5 Q. Okay. I want to give you a chance to look at 6 this without me interrupting, which I think I did, to 7 verify whether there's any written statement in these 8 contracts, whether it be Exhibit 17 or 4, that indicated 9 that there was a limit on the control of the contractor 10 in not only doing the maintenance skilled work that was 11 being done at Celanese but the supervision of that work 12 as well. 13 MR. COLLIER: Object to the form. 14 A. Well, on Bates 173 paragraph (F) it says, 15 "Employees will be assigned to work with the concurrence 16 of the owner and will be removed from the job site when 17 requested by the owner..." 18 BY MS. DEAN: 19 Q. And that's the paragraph that we looked at 20 together under "Hiring and Terminating" where it says, 21 "The contractor has full and complete control over their 22 employees and their job tenure. Employees will be 23 assigned to work with the concurrence of the owner and 24 will be removed from the job site when requested by the 25 owner." We're looking at the same spot?	Page 292 1 supervisor. 2 Q. Okay. And what I'm looking for is outside of 3 direction of where you're working today where there was 4 something where that notion of Daniel's having complete 5 control over the work and tenure of its employees was 6 interrupted and the manner of the work or the direction 7 of the work was altered by Celanese? 8 MR. COLLIER: Object to the form. 9 A. You want a specific example? 10 BY MS. DEAN: 11 Q. Any example that you can give in that 10 year 12 time frame. 13 A. Well, his testimony or his deposition stated 14 that fact, and he was involved in the -- he was side by 15 side with Seay, and he said that we got our assignments 16 either from the Daniel lead man or the Hoechst 17 maintenance person. 18 Q. Is there anything else to that that you can 19 point to me, other than he indicated that the assignment 20 came from either Daniel's or Celanese? 21 A. There's -- no, the contracts aren't that 22 specific. 23 Q. Okay. I want to hand you what we're going to 24 mark as Exhibit 14. 25 A. Are we finished with 4 and 17?
Page 291 1 A. Yes. 2 Q. Okay. 3 A. And that's what that means to me. 4 Q. Okay. In terms of not just the contract, but 5 what actually happened during those years that Mr. Seay 6 was working at Daniel's or working for Daniel's, are you 7 aware of any instances at all where anyone at Celanese 8 controlled or altered or changed the work that he was 9 doing as a Daniel's employee? 10 MR. COLLIER: Object to the form. 11 A. Yeah. Specifically to Mr. Seay, no, I cannot 12 say that. 13 BY MS. DEAN: 14 Q. Okay. Are you even more broadly aware of 15 examples of any kind of maintenance project that was done 16 at the Spartanburg location from '68 to '78 where you are 17 somehow aware of or talked to someone who is somehow 18 aware of Celanese inserting themselves into the project? 19 MR. COLLIER: Object to the form. 20 A. I believe it was in Mr. -- is it Thomason, 21 Thompson? 22 BY MS. DEAN: 23 Q. Ronnie Thompson, yes. 24 A. Yeah. His statement was that assignments were 25 either given by the lead man supervisor or the Hoechst	Page 293 1 Q. Probably, enough to put it away for now. 2 A. Okay. 3 (Plaintiff's Exhibit No. 16 was marked for 4 identification.) 5 BY MS. DEAN: 6 Q. I think I may have said 14, but I mean 16. This 7 is 16. This is Exhibit 16. 8 MS. DEAN: I think the last page came 9 undone. So -- 10 MR. COLLIER: Thanks. 11 MS. DEAN: But it is a black page. 12 MR. COLLIER: This is an interesting 13 numbering system. 14 MS. DEAN: Huh? 15 MR. COLLIER: I said this is an interesting 16 numbering system here you're following. 17 MS. DEAN: Fair. 18 BY MS. DEAN: 19 Q. So this is a document that says, "Contractor's 20 Safety Program April 17th, 1991 from Hoechst, and it's 21 part of the business records that were provided to us in 22 this case. Is that true? 23 A. Yes. 24 Q. And this is a time frame when you were there? 25 A. Yes.

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1 Q. Do you know if there was a similar such document 2 during the time frame when Mr. Seay was there? 3 A. I do not. 4 Q. On page 6 of the document itself, it talks about 5 "Contractor's Requirements to Supply Equipment and PPE". 6 And, first of all, PPE is personal protective equipment. 7 Correct? 8 A. Yes. 9 Q. And there it's saying that, "The contractor is 10 required to supply all safety equipment and personal 11 protective equipment..." Do you know what the next word 12 is? 13 MR. COLLIER: I'm sorry. What page are . 14 you-all on? 15 MS. DEAN: 255 is the Bates. It's on 6. 16 BY MS. DEAN: 17 Q. Let me first interrupt my question and ask, do 18 you know if a better copy of this document exists? Just 19 in that there are pages, like page 40, where a good 20 eighth of the page is cut off. I don't know if you know 21 if this was just a printing mishap or if the document is 22 just in this state. Any idea? 23 A. It was copied like that. 24 Q. Okay. 25 A. That's not what the original document would look	1 what. And I can't remember the wording, but it was all 2 materials, supplies and whatever would be provided by 3 Celanese I believe. Whomever, whatever the contract says 4 is what was in place at that time. 5 Q. We have looked at Exhibit 17, 176, and the 6 "Scope of Work", and it was the contractor, which would 7 be Daniel's, not Celanese, that had to supply all 8 necessary supervision, labor, equipment, tools, 9 materials, supplies and incidentals. 10 A. Right. 11 Q. Is that fair? 12 A. Yes. 13 Q. Okay. Let me ask you more broadly as I just try 14 to determine the role of Exhibit 16. Do you know if this 15 document had any applicability for the relationship 16 between Daniel's and Celanese during the 1968 and '78 17 time frame for maintenance work? 18 A. All I can tell you is, there was a document that 19 preceded this for contractor safety. This was an update 20 of the Contractor's Safety Program. When the Contractor 21 safety Program was instituted, I cannot identify. 22 Q. Okay. There is information here about 23 contractor providing training, providing training on 24 safety and health and work procedures and even a section 25 dealing with how insulation work is to be handled by
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1 like. I don't know if we have the original or not. 2 Q. That's what I was getting at. 3 Okay. Do you know what it's saying there 4 after "personal protective equipment and" -- radiators? 5 I don't know what that is. 6 A. Respirators. 7 Q. Huh? 8 A. Respirators probably. 9 Q. Respirators, oh. It being broke up over the two 10 pages. 11 A. Yeah. 12 Q. Okay. So let me ask a better question. Under 13 the contractor's requirement, it indicates that the 14 contractor has to supply all safety equipment, personal 15 protective equipment and respirators. Is that true? 16 A. That's what that says, yes. 17 Q. And the goal here is to make sure that there's 18 not unprotected exposures to hazards while doing their 19 contract activities. Right? 20 A. Right. 21 Q. Do you know if this requirement to keep the 22 contractor to deal with the safety issues was the same 23 during the time Mr. Seay was there? 24 A. Well, it wasn't with Daniel's, because the 25 maintenance contract with Daniel's specified who supplied	1 contractors. Do you know -- and I can give you the sites 2 if you want to look at it more carefully, but whether 3 these things would have had applicability to the Daniel's 4 relationship in '68 to '78 to Celanese? 5 A. I don't know if the contract specified this 6 detail of what was required. Daniel's provided the 7 training for their employees. 8 Q. Okay. Give me one moment. 9 MS. DEAN: This next document, I'm not sure 10 where I put it. Do you happen to have Bates 488 11 with you? I know you said you did not bring all 12 of the documents. 13 MR. COLLIER: Do you know what Bates 488 14 is? 15 MS. DEAN: I know it relates to work 16 Daniel's was doing at CNA. Why don't we take a 17 short break? 18 MR. MERIWETHER: I think Bates 488 is a 19 1973 Hoechst Fibers, Incorporated Interoffice 20 Memo Regarding Composite Construction Progress 21 Report 56. 22 MS. DEAN: Cool. 23 A. Those were those fun progress reports we 24 reviewed. 25 I think it may be in here.

Page 298 1 MR. COLLIER: I can tell you that I do not 2 have a copy of that page. 3 MS. DEAN: Huh? 4 MR. COLLIER: I don't have a copy of that. 5 MS. DEAN: Why don't we take a short break 6 and that will allow me to do two things, go 7 through my notes and find this document, and I 8 think then I'll have about 10 more minutes on 9 Seay. We're close to being done on my end. 10 A. Okay. I'm here until you're done or until 11 everybody is done I guess. 12 THE VIDEOGRAPHER: We're off the video 13 record at 4:55, check that, 4:45:58. 14 (A break was taken.) 15 THE VIDEOGRAPHER: We are back on the video 16 record at 4:55:42. 17 BY MS. DEAN: 18 Q. I saw records that indicated that there were up 19 to hundreds of different Daniel's employees that were 20 present at the Celanese Spartanburg site in 1973. First 21 of all, do you recall seeing information in that regard? 22 A. I've seen numbers before, but I can't recall 23 what they were. 24 Q. I'm handing you what we've marked -- what is 25 Bates 448. I didn't have a couple of copies, but you can	Page 300 1 A. I'm sure I could expound on that, but I'm not 2 very good at expounding. So if you have something to ask 3 me, I'll be glad to answer it. 4 Q. Is there any of the maintenance work that was 5 done at the facility that you would not consider 6 necessary, essential and integral? 7 A. No. 8 Q. Okay. Is there any of the construction work 9 that was done at the facility that you wouldn't say is 10 necessary, essential and integral? 11 A. No, it's necessary for the ongoing business of 12 the plant and the company. 13 Q. And some of the things that are described in 14 this Bates document 488 and 489 is putting in air 15 conditioning ducts or fire lines or hanging doors or 16 siding or roofing. In your mind all of these different 17 tasks, regardless of what's on here would be a necessary, 18 integral and essential part of the plant? 19 A. Yes. 20 Q. Plumbing would be a necessary, integral -- 21 A. Bathrooms, yes. 22 Q. -- because you gotta -- have to have bathrooms. 23 Electricity, because you have to have lights. 24 A. Well, the equipment has to run. 25 Q. Is there any work done by any contractor or
Page 299 1 see there that they reference that there's over 400 2 employees there in '73. 3 A. This looks like a construction and not a 4 maintenance force. 5 MR. COLLIER: Can I take a look at it, too? 6 A. Sure. 7 Typically -- and they talk about lost man 8 hours. That means work hours because of weather. With 9 maintenance typically you don't lose man hours because of 10 weather because everything is enclosed or whatever. 11 BY MS. DEAN: 12 Q. And so in addition to the 400 some odd numbers 13 there for construction in 1973, you believe that there 14 was a separate work force for maintenance that was there 15 for Daniel's at Celanese? 16 A. That's correct. 17 Q. Okay. You talked about in your affidavit work 18 that was necessary, essential and integral for the 19 Celanese facility. How did you decide what was 20 considered necessary, essential and integral in 21 determining that maintenance work would be? 22 A. If you don't maintain the plant, you can't 23 operate. Because if something breaks it shuts down, 24 you're not making any profit. Therefore, it's essential. 25 Q. Is there anything else that you meant by that?	Page 301 1 vendor where you would not come to the conclusion that 2 the work they were doing was necessary, essential and 3 integral for the Hoechst Celanese Spartanburg facility? 4 MR. COLLIER: Object to the form. 5 A. That Daniel's did? 6 BY MS. DEAN: 7 Q. Or any contractor or vendor. 8 A. You could argue that painting the building may 9 not be necessary and essential. I can't think of 10 anything. You may not pave the road and just drive in 11 the pot holes. But, in general, all of that is 12 essential. 13 Q. Okay. In reviewing the deposition of Mr. Seay 14 and Mr. Thompson, was there anything about their 15 description of the work that they were doing at the 16 Celanese plant that you take issue with, that you would 17 disagree that the way they were describing the work they 18 were doing with their description? 19 A. No. 20 MR. COLLIER: Object to the form. 21 BY MS. DEAN: 22 Q. Sorry. 23 Was there anything about the different 24 products that they identified working with that you 25 believe that they were mistaken for any reason about the

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1 presence of those products in the plant? 2 MR. COLLIER: Object to the form. And were 3 you saying Mr. Seay and Mr. Thompson together, 4 or did you just say Mr. Seay? 5 MS. DEAN: I wanted to put them together 6 just for -- to try to expedite things, but if 7 you want me to separate them -- 8 MR. COLLIER: I would prefer that you 9 separate them. 10 MS. DEAN: Okay. 11 BY MS. DEAN: 12 Q. Let me go back to the first question. Was there 13 anything about how Mr. Seay described doing his work 14 during the time frame that he was a Daniel's employee 15 working at Celanese that you would take issue with his 16 description of that work? 17 A. No. 18 Q. What about Mr. Thompson? 19 A. Well, Mr. Thompson really focused on Mr. Seay's 20 work, and I felt like his testimony differed from Mr. 21 Seay's testimony about what Mr. Seay did. 22 Q. Explain to me what you mean by that. 23 A. Well, it kind of jumped -- Mr. Thompson jumped 24 around a lot. And at one point he felt like they worked 25 side by side every day, and then another time he would	1 A. Well, I can't recall them right now. I mean, 2 like when I was reading through and I said, well, that 3 didn't sound like what Mr. Seay said, but I can't -- I 4 would have to go back through and make notes and that 5 sort of thing. 6 Q. Did you make any notes? 7 A. No. 8 Q. So if you're going to be at trial, this is my 9 time to figure out what you're going to say. So is there 10 anything that you can point out to me about 11 Mr. Thompson's testimony that you believe is inaccurate? 12 A. I would say that it's different than Mr. Seay's. 13 Q. And to the extent that there are differences 14 that are not a result of talking about a different time 15 or people having just different memories, are you able to 16 weigh in? In other words, do you know who would be 17 accurate or who not or have any kind of explanation for 18 those differences? 19 MR. COLLIER: Object to the form. 20 A. Well, all I know is that I'm more knowledgeable 21 of my work than I am of my brother's work. 22 BY MS. DEAN: 23 Q. I understand that. My sister who is 15 months 24 younger than me has a much better memory than I do. So I 25 get how it goes both ways.
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1 say, well, he worked on the line one day and then four 2 days in the shop and they weren't working side by side. 3 So it was kind of hard to pick out exactly what 4 Mr. Thompson was testifying to. And there were some 5 other minor points, but I can't recall them right now. 6 Q. And other than the, I don't know what the right 7 word is, but the awkwardness of trying to recall memories 8 from a while ago that span many years, you know, life is 9 not usually uniform, but is there anything about how they 10 described doing the work that makes you believe from your 11 tenure there as the corporate representative, no, we 12 didn't do work that way, or no, we didn't have that type 13 of line or we didn't have that type of equipment? 14 MR. COLLIER: Object to the form. 15 A. No. Mr. Seay's testimony was pretty accurate I 16 felt, pretty reasonable as far as how he described the 17 things that he did. 18 BY MS. DEAN: 19 Q. Okay. And other concerns about internal 20 consistencies or inconsistencies of Mr. Thompson, and you 21 gave me an example that helps me understand, is there 22 anything about his testimony you can identify for me that 23 you dispute? 24 A. Of Mr. Seay? 25 Q. Yeah. Oh, no, Mr. Thompson.	1 And I guess my point is, do you intend to 2 come at trial and say, hey, this is more believable to me 3 than this in terms of evaluating the testimony of these 4 two guys? 5 MR. COLLIER: Object to the form. 6 BY MS. DEAN: 7 Q. Because I just want to learn about it. 8 A. Yeah, I understand. Mr. Seay's testimony is 9 probably I feel more accurate than Mr. Thompson's 10 testimony about Mr. Seay. 11 Q. Is that based on anything other than your belief 12 that a person would know their own work better? 13 A. Well, no, that's it. 14 Q. Okay. Is there anything about any of the 15 products identified by Mr. Seay where you would contest 16 that those particular products were there? 17 A. That he worked with, is that your question? 18 Q. Yeah. Like if he identified working with Crane 19 or John Crane or any other company, do you have any basis 20 to say I don't think they were there? 21 A. No. 22 Q. What about the different products that were 23 identified by Mr. Thompson? 24 A. I don't really believe there was much difference 25 in that that I recall. It doesn't ring a bell.

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1 Q. I'll represent to you there were a couple
2 additions.

3 A. There may have been, but again, I can't get that
4 specific anyway with what they did or did not work with.

5 Q. Either -- I know you said you hadn't met Dennis
6 Seay, but either by reputation or otherwise, do you
7 intend to give any opinions at all about what type of
8 person Mr. Seay or his wife Linda were?

9 A. No.

10 Q. This is a broad question, but are there any
11 opinions that you intend to give at trial that we have
12 not talked about in this deposition or not contained in
13 the affidavit that you signed?

14 MR. COLLIER: Object to the form.

15 A. If somebody asks me a question that I have an
16 opinion on, I'll give it. I can't tell you what question
17 somebody might ask.

18 BY MS. DEAN:

19 Q. Sure.

20 But in your review of these documents and
21 your time here, we've talked about a lot of subjects.
22 Are there any subjects that you anticipate talking about
23 that we haven't discussed today?

24 MR. COLLIER: Object to the form.

25 A. No. I assume we'll talk about my affidavit.

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1 You know, any of the documents in the -- that were
2 produced for you may come up, and they may be -- I may be
3 asked questions about those documents at trial, but I
4 can't speculate sitting here what they might be.

5 BY MS. DEAN:

6 Q. There were some particular products that were
7 identified by name in the records from Link-Belt and P&H
8 crawlers to York chillers and some others. Do you know
9 anything more about those products in terms of what
10 asbestos components, if any, were in them?

11 A. No, I do not.

12 Q. Okay. Are you aware that CNA has sued its
13 insurer Resolute?

14 MR. COLLIER: Object to the form.

15 A. I don't understand the question. So back up and
16 explain it in my terms.

17 BY MS. DEAN:

18 Q. And I'm also going to a whole different subject
19 area.

20 But are you aware that Celanese or CNA has
21 filed a lawsuit alleging fraud against their insurer for
22 asbestos liability, a company called Resolute?

23 MR. COLLIER: Hold on a second. I'm going
24 to object to the form. I don't think (a) that's
25 a proper question for 30(b)(6). It's definitely

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1 not anything that's in any of the three amended
2 notices you-all have sent out. If you can tie
3 it to a topic, I'm fine with you asking that,
4 but I'm pretty sure you can't tie it to a topic
5 that's in that notice.

6 MS. DEAN: I think I can, but as a
7 threshold matter, if he doesn't know that might
8 -- that might help with --

9 BY MS. DEAN:

10 Q. I mean, were you aware of that?

11 A. No.

12 Q. Is Celanese taking a position that the exposures
13 that Mr. Seay or Mr. Thompson described relating to Mr.
14 Seay were not enough to cause the disease mesothelioma?
15 Do they have an opinion on that one way or the other?

16 MR. COLLIER: Object to the form.

17 A. We're not taking a position on that.

18 BY MS. DEAN:

19 Q. Is there anything at all that you can identify
20 for me after reviewing these records and Mr. Seay's
21 testimony and Mr. Thompson's testimony where you say you
22 believe that Dennis Seay did something wrong in terms of
23 how he conducted himself working at Celanese?

24 MR. COLLIER: Object to the form.

25 A. I don't recall anything in Mr. Seay's testimony

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1 or Mr. Thompson's testimony that identified an error in
2 work procedure.

3 BY MS. DEAN:

4 Q. Okay. I think work procedure is the only thing
5 that we're interested in for this deposition, but there's
6 not any other error or problem with him that you're aware
7 of?

8 A. If they smoked where they weren't supposed to or
9 something like that, I have no knowledge of that.

10 Q. Okay. I just wasn't sure what you were -- what
11 you were leaving out.

12 Well, subject to questions that might be
13 asked by other counsel, I think those are all the
14 questions I have for you.

15 MS. DEAN: I do want to state for the
16 record that it is my belief that Exhibit 9, 19,
17 21 and 22 were not marked, but there should be
18 Exhibits 1 through 24 marked with the exception
19 of the ones I just listed.

20 MR. COLLIER: What was that, 9, 19, 21 and
21 22 --

22 MS. DEAN: That's right.

23 MR. COLLIER: -- weren't marked?

24 MS. DEAN: Yeah. And all other numbers
25 between 1 and 24 were.

Page 310 1 If whoever wants to ask questions next 2 wants this seat, I just need to know if they 3 mind if I hover and clean or if we need to take 4 a couple minute break. 5 MR. COLLIER: I have questions and I can 6 ask from right here unless somebody else wants 7 to go first. Can we go off for just a second, 8 because I want to pull out the exhibits that I 9 want to use? 10 THE VIDEOGRAPHER: We are off -- check 11 that. This is the end of media unit 5 of the 12 30(b)(6) deposition of Bruce Bowyer. We're off 13 the video record at 5:09:07. 14 (A break was taken.) 15 THE VIDEOGRAPHER: This is the beginning 16 of media unit 6 of the 30(b)(6) deposition of 17 Bruce Bowyer. We are on video record at 18 5:15:14. 19 CROSS EXAMINATION BY MR. COLLIER: 20 Q. Good evening, Mr. Bowyer. As you know, I'm 21 Chris Collier. I've got just a few questions for you 22 here, and I'm going to reserve the rest of our questions 23 for trial. 24 But, as I think has already been covered 25 today, you've been offered as a representative on behalf	Page 312 1 A. Yes. 2 Q. In your role as the corporate representative of 3 CNA or as a corporate representative of Hoechst Celanese, 4 did you review the maintenance and construction contracts 5 entered into between Hoechst Celanese and various 6 contractors over the years? 7 A. Yes. 8 Q. Have you reviewed other historical materials and 9 documents related to purchase and engineering product 10 specifications and changes in specifications that predate 11 your employment? 12 A. Yes. 13 Q. Have you reviewed materials related to the 14 progress of various construction projects at Hoechst 15 Celanese facilities that predate your employment? 16 A. Yes. 17 Q. To your knowledge, did CNA Holdings conduct an 18 investigation through counsel to determine what 19 information the company has to respond to the document 20 requests that were set forth in the notice of deposition, 21 which was marked earlier today, and I don't know the 22 exact exhibit number? 23 A. Yes. 24 Q. And you have or have you as the corporate 25 representative reviewed the various documents that have
Page 311 1 of Hoechst Celanese at deposition in the past. Correct? 2 A. Yes. 3 Q. Okay. And what has been marked by Plaintiff's 4 Exhibit counsel as Exhibit No. 18 is a copy of an 5 affidavit. Correct? 6 A. Yes. 7 Q. And you are the authorized corporate 8 representative of CNA Holdings, LLC as successor to 9 Hoechst Celanese. Correct? 10 A. Yes. 11 Q. Okay. I think we covered in detail already 12 today so I don't need to go back through your work 13 history, but you would agree with how your work history 14 for CNA Holdings has been laid out in paragraph 2 of 15 Exhibit No. 18. Correct? 16 A. Yes. 17 Q. Okay. And in your jobs with Hoechst Celanese, 18 did you become familiar with the maintenance and 19 construction activities conducted on their premises? 20 A. Yes. 21 MS. DEAN: Objection; form. 22 BY MR. COLLIER: 23 Q. Does your research and knowledge include 24 historical maintenance and construction activities that 25 occurred before you started working in April of 1973?	Page 313 1 been produced that we've talked about earlier today that 2 were marked as Seay_Hammett 1 through I think it was 3 2250? 4 A. Yes. 5 Q. Mr. Bowyer, one of the documents that you were 6 shown just a little while ago was Exhibit No. 4, and I'd 7 like for you to put that in front of you now. Can you 8 tell me what Exhibit No. 4 is for the record? 9 A. It's a Maintenance Services Contract between 10 Hoechst Fibers, Incorporated and Daniel's Construction 11 Company Maintenance and Millwright Division dated the 1st 12 day of March, 1972. 13 BY MR. COLLIER: 14 Q. And this is -- 15 MS. DEAN: Object to the form, sorry, lacks 16 foundation. 17 BY MR. COLLIER: 18 Q. And this is denoted as Seay_Hammett 2231 through 19 see 2250. Correct? 20 A. Yes. 21 Q. And this contract was located in Hoechst 22 Celanese files and was created and maintained in the 23 ordinary course of Hoechst Celanese's business 24 activities? 25 MS. DEAN: Objection; calls for hearsay,

Page 314 1 lack of personal knowledge established earlier 2 in depositions. 3 A. Yes. 4 BY MR. COLLIER: 5 Q. Mr. Bowyer, I'd like for you to turn to Section 6 1., which is a section of this contract that you reviewed 7 a little bit earlier today with Ms. Dean, and can you 8 just take a moment -- you don't need to read it out loud, 9 but just read through Section 1. to yourself, please. 10 MS. DEAN: I just object to misstates the 11 testimony. We looked at section 1 in Exhibit 12 17. I don't know if that matters, but -- 13 MR. COLLIER: Oh, I'm sorry. I thought 14 you-all looked at both, but okay. 15 MS. DEAN: I don't know if it matters. 16 A. Okay. 17 BY MR. COLLIER: 18 Q. Mr. Bowyer, can you tell me what Section 1. of 19 Exhibit 4 means, please? 20 MS. DEAN: Objection; calls for 21 speculation. 22 A. That the contractor, Daniel's, is going to 23 supply supervision, labor, equipment, tools, materials, 24 supplies and incidentals in order to carry out the 25 routine maintenance and any emergency temporary	Page 316 1 insurance at the contractor's actual cost. 2 Q. Will you turn with me to Section 11. -- 3 A. Okay. 4 Q. -- and read through that? It's entitled, 5 "Personnel Policies". I don't need you to read it out 6 loud, but just read through it and let me know when 7 you're done with it. 8 A. That Daniel's has full and complete control over 9 their employees and is obligated to provide to Celanese a 10 copy of their personnel policies and regulations and that 11 they will abide by all of Celanese's safety regulations. 12 Q. And does -- when you say "abide by Celanese 13 safety regulations", are these kind of the parallel 14 safety policies that you talked about earlier today 15 between Hoechst Celanese and Daniel? 16 A. Daniel's had to have procedures that were at 17 least equal to the Celanese procedures. 18 MS. DEAN: Objection; speculation. 19 BY MR. COLLIER: 20 Q. Would you turn with me to Section 15. (f) and 21 read through that section, please, and let me know when 22 you're done? 23 A. Essentially, it says that the contractor is 24 responsible for their employees, has control over them 25 and how long they work, and that Celanese has to concur
Page 315 1 maintenance that may be required. 2 BY MR. COLLIER: 3 Q. Were these activities that Daniel was contracted 4 to do an important part of Hoechst Celanese's trade or 5 business? 6 MS. DEAN: Objection; form, vague, 7 foundation. 8 A. Yes, the plant couldn't operate if these 9 services weren't performed. 10 BY MR. COLLIER: 11 Q. And were these activities that Daniel, the 12 contractor, was contracted with to perform a necessary, 13 essential and integral part of Hoechst Celanese's 14 business? 15 MS. DEAN: Same objection. 16 A. Yes. In order for the plant to continue to 17 operate, these services had to be provided. 18 BY MR. COLLIER: 19 Q. Turn with me to Section 4. entitled, 20 "Reimbursable Costs." and in particular subpart (c) 21 "Payroll costs:", and once you've read through that, let 22 me know, please. 23 A. Okay. It says that Celanese has to reimburse 24 Daniel's for their cost of worker's compensation and 25 other insurance as well as payroll taxes, unemployment	Page 317 1 with the assignment of the employees and that the 2 employees will be removed from the job site when the 3 owner requests, Celanese. 4 Q. And with respect to the terms that are included 5 in subpart (f) of Section 15., would that require that 6 the contractor, Daniel's, and its employees comply with 7 -- when it says "all applicable laws and regulations", 8 Would that include OSHA? 9 A. Yes. 10 MS. DEAN: Objection; calls for 11 speculation. 12 BY MR. COLLIER: 13 Q. Would you look at paragraph 15 (g) for me, 14 please? 15 A. Yes. 16 Q. What's the importance of paragraph 15 (g)? 17 A. That Daniel's has to provide qualified employees 18 for each craft or skill that's required. 19 Q. And why is it important that the employees be 20 qualified? 21 A. So the equipment can be maintained properly. 22 With unskilled workers, the equipment would not be 23 maintained properly. 24 Q. And if the equipment is not maintained properly, 25 production can't continue?

Page 318 1 MS. DEAN: Object to form. 2 A. The plant shuts down. 3 BY MR. COLLIER: 4 Q. Mr. Bowyer, looking at Exhibit No. 4 and the 5 terms of Exhibit No. 4, the Maintenance Services 6 Contract, are the terms of that contract in your review 7 of it consistent with the testimony that Mr. Seay gave in 8 this case regarding the maintenance work that he 9 performed at the Hoechst Celanese plant as employed by 10 Daniel? 11 A. I don't understand your question. 12 Q. Sure. 13 Taking into consideration Exhibit No. 4, 14 the Maintenance Services Contract, -- 15 A. Right. 16 Q. -- are the terms of that contract consistent 17 with your review of Mr. Seay's testimony in this case? 18 A. I don't recall the specific testimony that he 19 gave. I'm not sure. I thought the term of this contract 20 was three years, and I'm -- 21 Q. And we've got another contract to look at there, 22 Exhibit No. 17. 23 A. Okay. 24 Q. Were the maintenance services that Mr. Seay was 25 providing to Hoechst Celanese through this contract	Page 320 1 I'm going to ask you about. 2 A. Okay. The first part of this -- 3 Q. Sorry. I'm looking at pages 163 to 189. 4 A. Okay. Thank you. 5 Q. Sorry. 6 A. This is a Maintenance Services Contract from -- 7 dated June 24th, 1975 between Celanese and Daniel's. 8 Q. Okay. And this contract was located in Hoechst 9 Celanese's files and was created and maintained in the 10 ordinary course of Hoechst Celanese's business 11 activities. Correct? 12 MS. DEAN: Objection; calls for hearsay, 13 speculation. 14 A. Yes. 15 BY MR. COLLIER: 16 Q. I'd like for you to turn to "Section 1. Scope of 17 Work.", which, as Ms. Dean corrected me, is what she was 18 asking you about a little while ago. Can you just take a 19 quick read through that? 20 A. Yes. 21 Q. And when you're done, can you tell me what 22 Section 1. means? 23 A. That Daniel's has to supply all the supervision 24 and labor, basically all employees in the maintenance 25 area, equipment and tools, materials, supplies and
Page 319 1 necessary, essential and integral to the Hoechst Celanese 2 business? 3 MS. DEAN: Objection; speculation. 4 A. Yes. 5 BY MR. COLLIER: 6 Q. And the services that Mr. Seay provided under 7 this contract were important to Hoechst Celanese trade 8 and continued production of polyester materials? 9 MS. DEAN: Same objection. 10 A. He and the people working in his field were 11 necessary to keep the equipment running. 12 BY MR. COLLIER: 13 Q. Okay. I'd like to -- you can put Exhibit 4 14 aside. I'd like for you to turn to Exhibit 17. Exhibit 15 17 is a document that's Bates numbered 150 -- 16 Seay-Hammett 155 through Seay-Hammett 239, or -- yeah, 17 239. 18 Can you tell me what this document is, 19 please? 20 MS. DEAN: Objection; calls for 21 speculation. 22 A. Well, I only have through 189. Is that 23 important? 24 BY MR. COLLIER: 25 Q. No, that's fine. Those are the only parts that	Page 321 1 incidentals in order to carry out the routine maintenance 2 and any emergency maintenance that might be required. 3 Q. And are these activities that Daniel is 4 providing under this contract an important part of the 5 Hoechst Celanese trade or business? 6 MS. DEAN: Objection; calls for 7 speculation. 8 A. Yes. If this work was not done routinely, the 9 plant would should down, and there would be no product 10 made. 11 BY MR. COLLIER: 12 Q. And are the activities that are performed by 13 Daniel under this contract in Section 1. of this contract 14 a necessary, essential and integral part of Hoechst 15 Celanese's business? 16 MS. DEAN: Same objection. 17 A. Yes. They have to do this in order to maintain 18 the plant. 19 BY MR. COLLIER: 20 Q. Okay. Will you turn with me to Section 4., and 21 in particular subpart (C), letter C, "Payroll Costs:" and 22 take a look at those and let me know when you're done? 23 A. This covers that -- 24 MS. DEAN: What Bates page are you on? I'm 25 sorry.

Page 322 1 A. 165. 2 MR. COLLIER: 164 to 165. 3 MS. DEAN: Sorry. 4 A. All right. Celanese has to reimburse Daniel's 5 for the cost of insurance including workman's 6 compensation, liability, indemnity, automobile liability, 7 and then there's a table that lists the amount of 8 coverage that has to be provided for each of those. 9 BY MR. COLLIER: 10 Q. And I'm not interested in the amount of 11 coverage, but what's the first Roman numeral underneath 12 letter (C)? 13 A. "Workmans' Comprehensive Statutory Employee 14 Liability". 15 Q. Okay. I'd like for you to turn to Section 11. 16 A. Okay. 17 Q. And with respect to Section 11., can you tell me 18 what "Personnel Policies", what that means, what the 19 terms of that section -- 20 MS. DEAN: Objection; calls for 21 speculation. 22 A. That the contractor has a responsibility to 23 manage and control their employees and how long they work 24 there. They have to provide Celanese with a copy of the 25 personnel policies, and the contractor's employees have	Page 324 1 BY MR. COLLIER: 2 Q. Please read Section 15. (G), and let me know 3 when you're done with that. 4 A. It means that Daniel's has to provide trained 5 personnel for the job that they're being hired for or 6 assigned to. 7 Q. And why is that important? 8 MS. DEAN: Calls for speculation. 9 A. If they're not trained in the work that they're 10 required to do, they could mess up the equipment that 11 they're working on and not do it properly and the plant 12 would shut down. 13 BY MR. COLLIER: 14 Q. So is it important to have qualified individuals 15 working because the activities that they're providing or 16 services that they're providing are a necessary, 17 essential and integral part of the business? 18 MS. DEAN: Calls for speculation. 19 A. Yes, they're maintaining essential equipment in 20 the plant. BY 21 MR. COLLIER: 22 Q. Please read through "Section 15. (F) Safety", 23 and let me know when you're done with that. 24 A. How about H.? 25 Q. I'm sorry. H.
Page 323 1 to abide by the Celanese safety regulations. 2 BY MR. COLLIER: 3 Q. And those would be the parallel safety 4 regulations between Daniel's and Celanese that you talked 5 about earlier today? 6 A. Yes, that they have to at least be equivalent to 7 the Celanese safety regulations. 8 Q. Okay. Can you turn to "Section 15. (F) Hiring 9 And Terminating."? 10 A. Yes. 11 Q. And let me know when you're done reading that. 12 A. That the contractor has the right to hire and 13 fire -- 14 MS. DEAN: Same objection. Sorry. 15 A. -- and that those contract employees will be 16 assigned with the agreement of the owner, Celanese and, 17 if so requested by Celanese, they will be removed from 18 the job site as long as it doesn't violate any applicable 19 laws and regulations. 20 BY MR. COLLIER: 21 Q. And by Section 15. (F), are Daniel employees 22 required to comply with all laws and regulations, 23 including OSHA? 24 A. Yes. 25 MS. DEAN: Calls for speculation. Sorry.	Page 325 1 A. Okay. The owner, Celanese, and Daniel's agree 2 to comply with the OSHA act as well as any other codes 3 and regulations. And the contractor agrees, Daniel's 4 agrees to, excuse me, follow Celanese's safety handbook 5 and supplements to. And the contractor, Daniel's, may 6 survey the work conditions at its own expense, as long as 7 it doesn't conflict with production activities. 8 Q. Mr. Bowyer, if there were warnings to be 9 provided to Mr. Seay, who is in the best position to 10 provide those warnings to him? 11 A. His supervisor. 12 Q. And when you say "his supervisor", who do you 13 mean? 14 A. A Daniel's employee. 15 MS. DEAN: Sorry, belated; calls for 16 speculation. 17 BY MR. COLLIER: 18 Q. Let me change gears just briefly with you. Is 19 it reasonable for a polyester and resin manufacturing 20 facility such as Hoechst Celanese to be operated with no 21 insulation on the piping and process systems? 22 A. No, it's not. 23 Q. And why not? 24 A. Well, the process operates in the range of 300 25 degrees centigrade, which is extremely hot. Without

Page 326 1 insulation, just coming in contact with one of the pipes 2 or vessels would cause severe burns. I'm not qualified 3 to say how severe, but very severe. 4 The temperature in the area would become 5 extreme and be very difficult for any employees to work 6 in the area, and the energy costs associated with all 7 that energy input that would be escaping to the 8 atmosphere would significantly increase the energy costs. 9 Q. You were asked a lot of questions earlier on 10 today about research and in particular medical research. 11 Was Hoechst Celanese in the business of conducting 12 medical research? 13 A. No. 14 Q. Did Hoechst Celanese rely on the medical 15 community to resolve issues or debates or reach a 16 consensus on possible health hazards of asbestos or other 17 materials that were used in the workplace? 18 A. Yes. 19 Q. With respect to OSHA's requirements for 20 monitoring employees for potential asbestos exposure, who 21 was responsible monitoring Daniel's employees for 22 potential asbestos exposure? 23 MS. DEAN: Objection; overly broad, calls 24 for speculation. 25 A. Daniel's.	Page 328 1 BY MR. COLLIER: 2 Q. Subject to any further questions, that's all 3 I've got for you at this point. I appreciate your time. 4 A. Sure. 5 Q. And I'll reserve my right to ask you more 6 questions at trial. 7 A. We'll be here all night. 8 MS. DEAN: I think I've cleaned this up 9 enough if somebody wants to take this seat. 10 MR. MERIWETHER: I've got a few I might 11 ask. 12 MS. DEAN: Mind if I steal yours? 13 MR. MERIWETHER: Not at all, have at it. 14 MR. MERIWETHER: All right. 15 MS. DEAN: Am I going to be loud enough for 16 objections? 17 MR. MERIWETHER: I was. 18 MS. DEAN: Yes, you were. I concede. 19 CROSS EXAMINATION BY MR. MERIWETHER: 20 Q. All right. Mr. Bowyer, I'm Robert Meriwether. 21 We met before, but it's nice to have a chance to sit up 22 here at the table and ask you a couple of questions. I 23 took some notes while you were being deposed, and I 24 wanted to follow up on a couple of things. 25 Let's see. Who did the design work for the
Page 327 1 BY MR. COLLIER: 2 Q. Who under OSHA's requirements was responsible 3 for providing warnings to Daniel's employees? 4 MS. DEAN: Same objections. 5 A. Daniel's. 6 BY MR. COLLIER: 7 Q. And with respect to Exhibit 17, if you'll turn 8 to page -- Bates page 177. 9 A. Yes. 10 Q. On page 177 it indicates that representatives of 11 both Hoechst Fiber Industries and Daniel Construction 12 Company executed this particular contract. Correct? 13 A. Yes. 14 MS. DEAN: Objection; lacks foundation, 15 speculation. 16 BY MR. COLLIER: 17 Q. And let me flip back because I think I forgot to 18 ask that with respect to Exhibit No. 4. On page 2243, 19 Bates number 2243, -- 20 A. Yes. 21 Q. -- representatives of Hoechst Fibers and Daniel 22 Construction executed that contract, Exhibit No. 4 as 23 well. Correct? 24 MS. DEAN: Same objections. 25 A. Yes.	Page 329 1 Hoechst Celanese plant, you know, the Spartanburg one 2 that we're talking about here today? 3 A. The early stages were done, the design was done 4 by Hoechst probably in Germany. 5 Q. Yeah. 6 And who would have done the specifications 7 for any of the valves or pumps that were put into the 8 plant? 9 MS. DEAN: Objection; overly broad. 10 A. The engineers. 11 BY MR. MERIWETHER: 12 Q. The Hoechst engineers, -- 13 A. Yes. 14 Q. -- the people in-house? 15 All right. And they would never have 16 relied on a valve manufacturer to specify what kind of 17 valve went in their plant; would they? 18 A. No. They might specify a particular valve by 19 manufacturer and model number and then say something like 20 or equivalent, and then if somebody came in to compete on 21 that, the other manufacturer would have to justify that 22 it was equivalent. 23 Q. Got it. 24 So the Hoechst engineer would set the 25 specifications, but since valves and pumps are sometimes

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1 interchangeable, somebody else could say, well, I can 2 provide the same specifications that you-all require, but 3 I can do it for cheaper? 4 A. Right. 5 Q. Got it. 6 A. Same quality, but less money. 7 Q. Got it. 8 Within the Hoechst plant itself, we've been 9 talking some today or rather Plaintiff's counsel has been 10 talking about asbestos gaskets and packing. Within that 11 Hoechst facility, there would have been like other kinds 12 of gaskets as well. Right? 13 A. Yes. 14 Q. There would have been I'm guessing cork and 15 rubber and teflon and metal and -- I'm trying to think 16 what else there could be. 17 MS. DEAN: Let me object to the overly -- 18 A. All of those had the potential to be there, yes. 19 MS. DEAN: Let me object to overly broad 20 and vague as to time as it relates to teflon. 21 BY MR. MERIWETHER: 22 Q. So you're aware that you talked a little earlier 23 about doing replacement of asbestos containing materials 24 with nonasbestos as time went on. Right? 25 A. Yes.	1 limit value for asbestos? 2 MS. DEAN: Objection; calls for 3 speculation. 4 A. I would expect that it would. 5 BY MR. MERIWETHER: 6 Q. And get you to turn to page -- well, here, I'll 7 let you to turn the pages. I'm going to get you to turn 8 to page 316 in there. You'll probably have to put on 9 your spectacles as well. 10 MS. DEAN: Before you ask a question, I'm 11 going to want to look at it. 12 MR. MERIWETHER: It's in your book. Take a 13 look. You're welcome to look at it. 316. 14 MS. DEAN: What are you going to ask about? 15 MR. MERIWETHER: I'm just going to ask him 16 to read out that sentence about the present TLV, 17 because you asked -- you said lack of foundation 18 when I asked him if it would surprise him. So 19 now I'm going to ask him with foundation, 20 because there it is. It talks about the then 21 current TLV. 22 MS. DEAN: I think that fixes the 23 foundation issue. You're just going to ask 24 that first sentence? 25 MR. MERIWETHER: I don't remember which
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1 Q. When you take out the asbestos component from 2 let's just say a valve or a pump that might have had one 3 in it before, do you throw away the valve or the pump or 4 you just replace the gasket or the packing? 5 A. If the valve is in good shape, you just replace 6 the gasket or packing. 7 Q. And it functions just fine with whatever you put 8 in it; right? 9 A. Right. 10 MS. DEAN: Objection; vague. 11 BY MR. MERIWETHER: 12 Q. So that's a matter of whether or not the Hoechst 13 engineering specifications would call for something else 14 you could put in. Right? 15 A. The engineering and process people would 16 evaluate the replacement materials to see if they were 17 suitable for putting in there. 18 Q. Sure. 19 The -- Ms. Dean, Plaintiff's counsel, was 20 talking to you about this purple book, the New York 21 Academy of Sciences, Annals of the New York Academy of 22 Sciences from what we've been calling the Selikoff 23 conference, and she asked you to read some things out of 24 it. In that book, would it surprise you to realize that 25 it talks about the -- what was then the current threshold	1 sentence, but I'll -- talks about -- well, 2 actually it looks like we've got 1, 2, 3, 3 first three sentences. I mean, we could go on 4 because that's -- since this says "present 5 threshold limit value", I'm sure it talks about 6 it all the way throughout the article, but let's 7 just go the first three sentences. 8 MS. DEAN: Okay. I'm going to for optional 9 completeness ask that the next two lines be 10 read. 11 BY MR. MERIWETHER: 12 Q. All right, sir. 13 A. Was she talking to you or me? 14 Q. She's talking to me. 15 A. Okay. Because I didn't understand what she 16 said. 17 Q. Option for completeness is probably not 18 something you need to know about. 19 At page 316 there, there is an article 20 relating to what are called threshold limit values. 21 Since that's not something most of us talk about in 22 everyday conversation, can you explain to the jury what a 23 TLV or a threshold limit value is? 24 A. The American Conference of Governmental 25 Industrial Hygienists, ACGIH as it's commonly known, puts

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1 out, I don't know if it's annually or every two years, a
2 table of exposure standards they call threshold limit
3 values for many, many substances, and asbestos is one of
4 those. And, I mean, you can buy the book. I don't know
5 if you can find it online anymore or not, but anyway,
6 it's available to anyone who wants to purchase it.

7 Q. So in the 1960s when this conference went on, it
8 was talking about the threshold limit value for asbestos
9 being 5 million particles per cubic foot. Right?

10 A. That's what it says, yes, for a 40 hour week.

11 Q. And so that means you could work 8 hours a day
12 40 hours a week at 5 million particles per cubic foot of
13 air of asbestos. Right?

14 A. Yes.

15 Q. And it says there, I think it's the third page
16 — the third page, the third sentence there, it says that
17 it refers to "airborne concentrations of asbestos dust,
18 which it is believed that nearly all workers may be
19 repeatedly exposed to without adverse effect."

20 A. Right.

21 MS. DEAN: I'm going to ask for optional
22 completeness that the next sentence be read.

23 BY MR. MERIWETHER:

24 Q. And then it goes on to say that they're not
25 claiming that you're not going to get any disease below

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1 sentence be read.

2 MR. MERIWETHER: I didn't ask him to read a
3 sentence.

4 MS. DEAN: Then I'm going to call for
5 speculation. You're asking him to opine about a
6 book he's never seen.

7 BY MR. MERIWETHER:

8 Q. One of the things that Mr. Dixon would have come
9 back from this conference understanding if he had gone
10 there is that the 1964 ACGIH TLV or threshold limit value
11 for asbestos was that 5 million particles per cubic foot.
12 Right?

13 A. That's correct.

14 MS. DEAN: Calls for speculation.

15 BY MR. MERIWETHER:

16 Q. Have you ever heard of a situation in which
17 exposure to a — to dust from gaskets or packing could
18 ever approach 5 million particles per cubic foot?

19 A. No.

20 MS. DEAN: Objection; lacks foundation. He
21 said he's never researched it.

22 THE COURT REPORTER: Can you please speak
23 up?

24 MS. DEAN: Yes, I can.

25 BY MR. MERIWETHER:

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1 that. Right? Or what does it say? Maybe you should
2 read the next sentence. What does it say?

3 A. It says, "Threshold limits should be used as
4 guides in the control of health hazards and should not be
5 regarded as fine lines between safe and dangerous
6 concentrations."

7 Q. Right. It's not like you could do 5,000,001,
8 and you get sick, 5,000,0000 and you're okay. It's just
9 that this is a guideline.

10 A. That's a guideline, right.

11 Q. And it does literally say that it refers to
12 "airborne concentrations of asbestos dust, which it is
13 believed that nearly all workers may be repeatedly
14 exposed to without adverse effect." Right?

15 A. Right.

16 Q. And so if you had gone to this conference in
17 1960 whatever it was, as Mr. Dixon apparently did, one of
18 the things that he would have come back at least knowing
19 was that the airborne concentration for asbestos dust was
20 5 million particles per cubic foot?

21 A. That's what ACGIH says.

22 Q. And it says that it was reaffirmed in 1964.

23 A. Right.

24 MS. DEAN: Again, I'm going to ask for
25 optional completeness that the whole

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1 Q. So one of the things that Ms. Dean asked you
2 about was the asbestos industry, and the question of
3 whether the asbestos industry should have done research.
4 If I understood your testimony earlier when you were
5 talking about the asbestos industry, I think you defined
6 it as people who mined asbestos, milled it or, you know,
7 —

8 A. Processed it, yes.

9 Q. — crushed it up, crushed up the raw fiber and
10 took out the stuff, the rock I guess, and then used the
11 raw fiber to make products. Right?

12 A. Yes.

13 Q. You're not talking about somebody who bought an
14 asbestos product and incorporated it into their final
15 piece of equipment; are you?

16 MS. DEAN: Objection; form, vague.

17 BY MR. MERIWETHER:

18 Q. Are they part of the —

19 A. Yes, they could be, because your description is
20 pretty broad.

21 Q. Sure.

22 Well, let's —

23 A. I would consider an asbestos user to be somebody
24 who takes either raw asbestos, somebody who mines it,
25 takes raw asbestos and processes it —

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1 Q. Right. 2 A. -- or takes processed asbestos fiber and puts it 3 into some other product. 4 Q. Right. 5 But how about let's say, for instance, 6 you've got a valve company or a pump company that casts 7 and machines and creates a metal product, and then it 8 buys an asbestos gasket or an asbestos washer or an 9 asbestos piece of rope packing from somebody else that's 10 already made, is that valve company or pump company part 11 of the asbestos industry? 12 MS. DEAN: Objection; form, vague. 13 A. No. I would put them in a different category, 14 the same category as Celanese. 15 BY MR. MERIWETHER: 16 Q. Celanese, somebody who just -- 17 A. They're a user of a product that contains 18 asbestos. 19 Q. Understood. 20 Within this book, I know you haven't read 21 through the whole thing, but if I understood correctly, 22 your belief was that when Mr. Dixon of Hoechst Celanese 23 came back from this conference, admittedly before you 24 started with them, -- 25 A. And before he started at Celanese.	1 MR. COLLIER: Do you have anything else on 2 Seay? 3 MS. DEAN: I do, yeah, but I didn't want to 4 skip. Anybody on the phone? Okay. 5 REDIRECT EXAMINATION BY MS. DEAN: 6 Q. Are you familiar with a Norman Coulter? 7 A. It doesn't ring a bell. 8 MR. COLLIER: Object to the form. 9 BY MS. DEAN: 10 Q. I'll represent to you that he was a person that 11 was deposed about what Celanese knew about the dangers of 12 asbestos and how they worked with their contractors back 13 in 2005. I'm assuming that wasn't provided to you by 14 counsel for Celanese to review before this deposition. 15 A. If it doesn't have Seay_Hammett on it, I didn't 16 see it. 17 Q. Okay. 18 MS. DEAN: You want to -- 19 MR. COLLIER: Not if you're not going to 20 ask any questions about it. 21 MS. DEAN: No, that was it. 22 BY MS. DEAN: 23 Q. You mentioned that insulation was necessary and 24 needed to be used throughout the plant in order -- for a 25 lot of reasons. Do you recall when you were asked that?
Page 339	Page 341
1 Q. Right. -- hat the -- there was some belief that 2 more research had to be done. 3 A. Yes. 4 Q. And would it surprise you to know that within 5 this book there's indications that rats can get 6 mesothelioma from silica, that is sand? 7 MS. DEAN: I object that he's not being 8 shown the area, and it's misrepresenting -- 9 MR. MERIWETHER: I didn't ask him if he had 10 seen the area. I asked him if it would surprise 11 him. 12 A. It wouldn't surprise me of any study done on 13 rats. 14 BY MR. MERIWETHER: 15 Q. Understood. 16 And -- I think I'll leave it at that. If 17 there's any follow-up, I might have to jump back in 18 again, but I appreciate your time. 19 A. I'm here until the end. 20 MS. DEAN: Anybody else have Seay 21 questions? 22 MR. COLLIER: You dropped your pen I think. 23 It's on that box. 24 MR. MERIWETHER: That's one of the good 25 ones. I stole that from somebody.	1 A. Right. 2 Q. Is it your opinion that asbestos insulation had 3 to be used in the '60s or at least part of the '70s in 4 order to fill that function? 5 A. Calcium silicate provided the needed insulation, 6 and there wasn't a good substitute before that that could 7 have been used instead of it. 8 Q. Give me the time frame where you believe that 9 insulation that was used throughout that plant on pumps 10 or valves or pipes what years you believe that it was 11 required to be asbestos, that there was not another 12 substitute. 13 MR. COLLIER: Object to the form. 14 A. I don't know that I -- I don't have copies of a 15 spec that said asbestos. There may be one, but I don't 16 have one. And if there was something available during 17 that time frame that didn't contain asbestos, we may have 18 used it. 19 BY MS. DEAN: 20 Q. Are you aware of anything other than asbestos 21 that was being used? 22 A. No, I'm not personally aware. I'm aware of 23 stuff since '72. 24 Q. Got it. 25 Are you aware of any other maintenance

Page 342 1 contract between Daniel's, other than the two that we've 2 marked as Exhibit 4 and 17? 3 A. No. 4 MR. COLLIER: Objection to the form. 5 BY MS. DEAN: 6 Q. You were asked information about how in some 7 instances in your career you were able to learn about 8 Celanese operations before you got there. Do you 9 remember that -- 10 A. Yes. 11 Q. -- question? 12 If I want to get specific to the inner 13 workings of Spartanburg as it relates to the work with 14 Daniel's between '68 and '78, outside of the two 15 contracts that counsel provided you, is there anything 16 else that you have actual knowledge of during that time 17 frame? 18 A. Not at Spartanburg, but at Salisbury I 19 interfaced with Daniel's routinely -- 20 Q. Okay. 21 A. -- in an engineering role. 22 Q. That's between '73 and '78? 23 A. Yes. 24 Q. Okay. And in terms of your understanding of 25 Exhibit 4 and 17 being business records, that's based on	Page 344 1 Q. Recommending these requirements relating to 2 asbestos is probably a better word than regulating, but 3 do you otherwise agree with me? 4 MR. COLLIER: Object to the form. 5 A. I agree that ACGIH had that recommendation. 6 BY MS. DEAN: 7 Q. Do you know of any efforts in the '30s, '40s, 8 '50s, and '60s when this recommendation was being made to 9 test any work done with or around asbestos at any 10 Celanese plant in order to determine if they were above 11 or below that standard? 12 MR. COLLIER: Object to the form. 13 A. No, I do not know. 14 BY MS. DEAN: 15 Q. Okay. Oh, you were asked about alternatives to 16 asbestos gaskets, things like rubber and metal. Do you 17 remember that? 18 A. (The witness nodded affirmatively.) 19 Q. One of the things put in that list was teflon. 20 Do you know when teflon first got on the market in terms 21 of being used as a gasket? 22 A. No, I don't. 23 Q. Do you even know what decade that happened? 24 A. No, I don't. 25 Q. Okay. Have you seen any Crane Co. catalogs
Page 343 1 what counsel told you. You did not do the research or 2 maintain records at any point in time when you were at 3 Celanese or acting as a corporate rep. 4 A. That's correct. 5 Q. Crane Co.'s lawyer, which was the gentleman 6 right before me, showed you a portion of the front page 7 of one article in this book from Dr. Selikoff discussing 8 in over 700 pages the dangers of asbestos and the 9 biological effects of asbestos. Do you remember that? 10 A. Yes. 11 MR. COLLIER: Object to the form. 12 BY MS. DEAN: 13 Q. In the sentence of No. 3 that he referenced but 14 not read, do you recall that it indicated that there were 15 regulations or TLVs or recommendations about asbestos 16 that went back many, many, many years before 1964? 17 A. I don't recall that, but I probably read it. 18 Q. Okay. Certainly that suggests that asbestos is 19 not innocuous if the American Governmental Conference of 20 Industrial Hygienists are regulating it for decades 21 before 1972. 22 MR. COLLIER: Object to the form. 23 A. ACGIH is not a regulating body, and they're only 24 government employees. 25 BY MS. DEAN:	Page 345 1 about recommending that -- about their recommendations 2 for use of asbestos gaskets? 3 MR. MERIWETHER: Object to the form, 4 foundation. 5 A. No. 6 BY MS. DEAN: 7 Q. Have you seen any of their specifications for 8 the use of asbestos? 9 A. Crane Co.? 10 MR. MERIWETHER: Object to the form, -- 11 BY MS. DEAN: 12 Q. Yes. 13 MR. MERIWETHER: -- foundation, -- 14 A. No. 15 MR. MERIWETHER: -- definition. 16 BY MS. DEAN: 17 Q. Have you seen any of their sales brochures where 18 they indicate that they designed their equipment for the 19 use of insulation? 20 MR. MERIWETHER: Object to the form, 21 foundation. 22 A. Designed their equipment for? 23 BY MS. DEAN: 24 Q. The use -- to make it more easily insulated. 25 MR. MERIWETHER: Object.

Page 346 1 A. Are you talking about their pumps or gaskets or 2 — 3 BY MR. DEAN: 4 Q. Valves. I'm sorry. Let me ask a better 5 question. 6 Have you seen information from Crane where 7 they were advertising that they designed their valves to 8 be streamlined so they could be easily used with 9 insulation? 10 MR. MERIWETHER: Object to the form, 11 foundation. 12 A. No, I haven't. 13 BY MS. DEAN: 14 Q. Have you seen information from Crane Co. where 15 the default type of gasket that they were supplying was 16 asbestos for the years of — for the 1960s and 1970s? 17 MR. MERIWETHER: Object to the form. 18 A. No, I have not. 19 BY MS. DEAN: 20 Q. Okay. In the time frame I know you said that 21 you worked with Crane Co., was there anyone at Crane that 22 ever indicated to you anything about the hazards of 23 asbestos when they were — 24 A. Can you talk about Celanese instead of Crane? 25 Q. I want to ask about your discussions with Crane	Page 348 1 asbestosis going all the way back to the early 1930s? 2 MR. MERIWETHER: Object to the form, 3 foundation. 4 A. I got no information related to that. 5 BY MS. DEAN: 6 Q. Okay. Have you seen design drawings by Crane 7 engineers where they specified the different materials to 8 be used in their equipment? 9 MR. MERIWETHER: Object to the form. 10 A. It's possible, but I can't recall. 11 BY MS. DEAN: 12 Q. Okay. 13 A. I mean, I've been an engineer for more than my 14 tenure with Celanese. So what my experience says could 15 have happened prior to me coming with Celanese. 16 Q. My understanding is that the default policy at 17 Celanese for things like packing and gasket is that when 18 it is replaced that you replace it with what was 19 originally in there unless there was some kind of 20 specification change. Is that your understanding as 21 well? 22 MR. MERIWETHER: Object to the form. 23 A. You replace what's specified, yes. 24 BY MS. DEAN: 25 Q. Okay. I think those are the questions I wanted
Page 347 1 Co. while at Celanese and just whether they had ever 2 indicated any — 3 MR. MERIWETHER: Object to the form; 4 foundation, misstates prior testimony. 5 BY MS. DEAN: 6 Q. — anything to you about the dangers of 7 asbestos? 8 A. I don't know that I ever had any interaction 9 with Crane. 10 Q. Okay. You had earlier indicated that you had 11 done some work involving Crane and William Powell, and I 12 don't know if I just assumed that that meant that there 13 was an interaction with their personnel or not, but let 14 me follow up on that. 15 Did you ever outside of seeing and working 16 around the equipment have any interaction with anybody 17 that worked at Crane Co. — 18 MR. MERIWETHER: Object to the form of the 19 question. 20 BY MS. DEAN: 21 Q. — that you remember? 22 A. No, not that I recall. 23 Q. Okay. In any form of any information provided 24 to Celanese by Crane Co., are you aware did they ever 25 provide information that they were aware of the disease	Page 349 1 to ask you. Thank you. 2 A. Sure. 3 MR. MERIWETHER: Anybody else? I have one 4 follow-up, if I can be heard. 5 MR. COLLIER: Will you hand me that, 6 Jessica, the transcript? 7 RECROSS EXAMINATION BY MR. MERIWETHER: 8 Q. In the last — well, wait until Ms. Dean is not 9 on camera. She just asked you about specifications, and 10 you said you would replace with what's specified. You're 11 talking about what's specified by Hoechst engineering, 12 not by the company that made the valve. Right? 13 A. If it was an internal component to the valve or 14 a pump or whatever and there was a specification 15 associated with that, we would follow that spec unless we 16 had some reason not to. 17 Q. Right. 18 A. But the flanges would be specified by Hoechst 19 engineers. 20 Q. Exactly. 21 A. The flange gaskets. Excuse me. 22 Q. And the original specifications for what kind of 23 valve, what kind of packing it used, what kind of gaskets 24 it used would be from Hoechst engineering. Right? 25 MR. COLLIER: Object to the form.

Page 350 1 A. Well, the packing, generally what you would do 2 is specify the valve operating at this temperature in 3 this service, like Dowtherm at 300 degrees C., and then 4 Crane would have a spec that would meet that range of 5 specifications or a valve that would meet that range of 6 specifications. 7 BY MR. MERIWETHER: 8 Q. So Crane would provide the valve to meet your 9 specifications, and until you changed the service or had 10 a new specification, you would just continue with the 11 Hoechst specification for that valve. Right? 12 A. Yes. 13 Q. Got it. Thank you. 14 A. Or equivalent. 15 Q. Got it. 16 MS. DEAN: Before we close the record, 17 there are all the questions I have today. There 18 were some issues identified throughout the 19 deposition of some things that were not here, 20 not provided. I tried to be clear about those 21 during the deposition, whether that be waste 22 estimates or testing or prior lawsuits of 23 workman's comp claims before 1978. 24 I'm going to work with counsel for 25 Celanese to see if we can figure out how to	Page 352 1 COUNTY OF SPARTANBURG) 2 3 REPORTER'S CERTIFICATE 4 I, the undersigned, TAMMERA R. THOMASON, a 5 Certified Stenographic Reporter and Notary Public for the 6 State of South Carolina, do hereby certify that the 7 foregoing 30(b)(6) videotaped deposition was taken on 8 Thursday, the 18th day of December, 2014; 9 That the within named deponent, BRUCE T. BOWYER, 10 was sworn to tell the truth and that the foregoing 11 deposition is an accurate transcription of the testimony 12 taken under oath; and that the witness did waive the 13 right to read and sign the deposition transcript. 14 I further certify that I am neither counsel nor 15 solicitor to any of the parties in said suit, nor 16 interested in the event of the cause. 17 IN WITNESS WHEREOF, I have hereunto set my hand 18 this 2nd day of January, 2015. 19 20 21 22 TAMMERA R. THOMASON, CSR and 23 Notary Public for South Carolina 24 My commission expires May 25th, 2022. 25
Page 351 1 handle those issues, but if there are 2 additional records or information and I can in 3 any way, shape or form avoid follow-up, that 4 would be my desire. But if there is questions 5 that I have, we reserve the right to come back 6 just to ask about those areas where we've 7 identified concern during the depo, but I think 8 given what we have today, we've done enough. 9 MR. COLLIER: And I'm going to object to 10 coming back and doing anything, but I figure you 11 probably figured I would say that. 12 MS. DEAN: Understood. 13 THE WITNESS: Can I object? 14 MR. MERIWETHER: Everyone else is. 15 MS. DEAN: Let's quickly change the tape 16 and see if we can knock out Hammett. 17 MR. COLLIER: Let's go off the record. 18 THE VIDEOGRAPHER: This concludes the video 19 of the 30(b)(6) deposition of Bruce Bowyer. We 20 are off the -- consisting of 6 media units. 21 Excuse me. We are off the video record at 22 6:05:07. 23 (The deposition concluded at 6:05 p.m.) 24 25 STATE OF SOUTH CAROLINA)	

EXHIBIT I

Hoechst Fibers Incorporated

PLAINTIFF'S
EXHIBIT

April 3, 1972

cc. Ag...
Fibers - 193-6827
DTMT - 193-6318
orig 03: C/A ✓
cc: m. m. m. m.
4/4/72

Mr. John A. Wood
Daniel Construction Company
Maintenance and Millwright Division
Daniel Building
Greenville, South Carolina 29602

Dear Mr. Wood:

Enclosed please find signed Maintenance Contract between
Daniel Construction Company and Hoechst Fibers Incorporated.

Very truly yours,

HOECHST FIBERS INCORPORATED


H. G. Ostermeyer
Chief Engineer

HGO/sjr

Enclosure

cc: Dr. P. F. Forster
Mr. R. W. Weaver
Dr. H. F. Holzapfel - AHC
Mr. R. B. Rodermond

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MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT, made and entered into as of the 1st day of March, 1972, by and between HOECHST FIBERS INCORPORATED, a Delaware corporation, hereinafter referred to as the "Owner" and DANIEL CONSTRUCTION COMPANY MAINTENANCE AND MILLWRIGHT DIVISION, a South Carolina corporation, hereinafter referred to as the "Contractor".

WITNESSETH:

Section 1. Scope of Work. The Contractor shall furnish all necessary supervision, labor, equipment, tools, materials, supplies, and incidentals necessary to perform continuous routine maintenance; operation of utility equipment; and emergency, supplementary, or temporary maintenance services as may be required by the Owner.

Section 2. Owner's Representative. The Owner shall designate from time to time one or more individuals whom the Contractor shall be entitled to recognize and accept as the Owner's agent, with full power and authority to act for, and in the name, place, and stead of the Owner, for any of the purposes for which the Owner may or shall have authority as hereinafter provided. The Contractor shall be entitled to rely on such designation until revocation thereof and the designation of a different Owner's Representative is received by the Contractor.

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Section 3. Payment. For performance of the maintenance services specified in Section 1, the Owner shall pay the Contractor the following fees:

(a) An annual fee of 6% based on gross payroll for all hours. This fee will be calculated and invoiced monthly on the calendar year.

(b) In addition to said fees, the Owner shall pay to Contractor its Reimbursable Costs incurred in the performance of the work as described in Section 4 below.

Section 4. Reimbursable Costs. Except as hereinafter provided, Reimbursable Costs shall consist of the following:

(a) Field Labor: Payroll costs for all personnel employed in the field in connection with the work, including required project managers, superintendents, foremen, timekeepers, clerks, accountants, purchasing agents, and such other personnel as may be necessary or desirable for the proper and efficient prosecution of the work.

Hourly wage rates and overtime premiums will be paid at prevailing rates in accordance with the schedule appended hereto as Appendix A. Salary rates, fringe benefits and incentives for the Project Manager, superintendent, timekeeper and other salary employees requested by the Owner shall be in accordance with the schedule appended hereto as Appendix B. Appendix A and B may be supplemented or revised from time to time by mutual agreement between the Contractor and the Owner or the Owner's Representative. The Contractor's regular sick leave and vacation policy shall apply to all salaried personnel employed in the field and the costs thereof shall be reimbursable.

(b) Home Office Personnel: Payroll and other costs for personnel not employed in the field shall be reimbursed to the Contractor in accordance with the schedule appended hereto as Appendix C, which schedule may be supplemented or revised from time to time by mutual agreement between the Contractor and the Owner or the Owner's Representative.

(c) Payroll costs: (i) The Owner shall reimburse for workman's compensation, comprehensive general liability and comprehensive excess indemnity (umbrella) insurance at the Contractor's actual experience rates. (ii) The Owner shall reimburse the Contractor for payroll taxes and unemployment insurance at Contractor's actual cost.

(d) Rental Equipment: (i) The Contractor shall furnish in good operating condition such of its equipment as is from time to time available and necessary for the performance of the work with the prior approval of the Owner. Said equipment is hereinafter referred to as "Daniel Equipment". Rental for Daniel Equipment shall be reimbursed to the Contractor in accordance with the then current "Daniel Construction Company Schedule of Rental Equipment" (hereinafter referred to as the "Daniel Equipment Schedule"). A copy of the Daniel Equipment Schedule shall be furnished to the Owner upon request. Daniel Equipment shall not be subject to purchase by the Owner without the Contractor's consent. The Contractor also may rent equipment from third parties, if the Contractor's equipment is not available for the work or if the Contractor, with the Owner's approval, deems it advisable or more economical in the circumstances not to provide Daniel Equipment. (ii) The Contractor shall be reimbursed for the costs of transporting Daniel Equipment to the jobsite, f.o.b. points of origin, and the costs of returning such

equipment to its points of origin or an amount equal thereto in the event the Contractor elects to direct the equipment to destinations other than the points of origin. Should the Contractor elect to replace a piece of Daniel Equipment requiring major repair or overhaul, the cost of transportation to and from the jobsite for such replacement piece shall not be reimbursed to the Contractor, but the cost of return transportation for the equipment being replaced shall be reimbursed as herein provided.

(e) Small Tools: Small tools are defined as hand tools having an initial value of less than \$500 and do not include items such as office machines, engineering instruments and other items listed in the Daniel Equipment Schedule. The Daniel's craftsmen shall supply their hand tools as per list appended hereto as Appendix D. All special tools required in addition to Appendix D will be supplied by the Owner.

(f) Materials, Equipment, Supplies and Subcontracts: The invoiced price of all materials, equipment, supplies (including without limitation fuel and lubricants for rental equipment), and subcontracts purchased or let on a competitive or negotiated basis in accordance with procedures to be mutually agreed upon between the Contractor and the Owner or the Owner's Representative. Purchase orders shall be issued in the name of the Owner if so directed by the Owner or the Owner's Representative.

(g) Insurance and Bonds: (i) Premiums for equipment installation floater (rigging) insurance, subject to a deductible amount of \$500 and a maximum limit of \$750,000 for each occurrence. Owner shall reimburse Contractor for any such deductible; and unless the

Contractor has procured the equipment or has received from the Owner written notice of the replacement value thereof, the Owner shall be responsible for any loss in excess of \$750,000. Any increase in insurance premiums to cover excess equipment values shall be reimbursed to Contractor. (ii) Premiums for any special insurance and any bonds required in connection with the performance of the work.

(h) Other Direct Costs: Contractor will be reimbursed for any other direct cost which it may incur in the performance of any work hereunder, including without limitation costs of utilities, taxes, licenses, fees, correction of minor defects in the work, third party rental equipment as required, expendable small tools, temporary structures, freight and transportation, travel expenses, legal costs and fees, payroll checks at the actual cost of each check and any other cost directly arising out of the work.

Section 5. Owner's Property Insurance: Owner shall insure, or at its election self insure, for their full insurable value, existing facilities of Owner at or near the site of the work and the work itself. Such insurance shall provide coverage against all losses which might result from risks insurable by a combination of a fire and extended coverage policy, a boiler and machinery policy and an "All Risks" difference in conditions policy. Owner hereby waives all right of recovery against Contractor for any loss, including loss of use, resulting from risks insurable under such policies.

Section 6. Contractor's Accounts: The Contractor shall check all materials purchased by Contractor and all labor entering into

the work and shall keep such full and detailed accounts of same and other costs of performing the work as shall be necessary for the proper administration of this contract. The Owner and the Owner's Representative shall be afforded access to the work and to all of the Contractor's accounting records, receipts, vouchers, etc. relating to the performance of the work during the course of work and for a period of 120 days after work ceases.

Section 7. Reimbursements: (a) Payment to the Contractor for payroll shall be made weekly upon receipt by the Owner of the Owner's Representative of the Contractor's invoice therefor.

(b) Payment of all other Reimbursable Costs shall be made periodically, but not less frequently than monthly, upon receipt by the Owner of the Owner's Representative of the Contractor's invoice therefor.

(c) Upon final completion of the work, any monies due to the Contractor under this contract and not theretofore paid shall be paid to the Contractor.

(d) All invoices for payments to be made to the Contractor as provided in Sections 3 and 7 shall be due and payable upon receipt thereof by the Owner or the Owner's Representative, and all payments shall be made within thirty days of receipt, subject to post audit by Owner.

Section 8. Installed Equipment. Under no circumstances shall Contractor be responsible for operation of Owner's equipment, unless it is expressly agreed in writing that the Contractor shall

supervise its personnel in the performance of such services. Equipment installed by the Contractor shall not be operated by the Contractor, unless and until a signed acceptance thereof and release of responsibility for further operation has been furnished to the Contractor. Under no circumstances shall the Contractor be responsible for the actual capacity, productivity, or suitability for its intended use of mechanical, process, or production equipment.

Section 9. Duration of Contract. This contract shall remain effective for a period of three years. It may be terminated by the Owner at any time by giving the Contractor written notice six months prior to the desired termination. Written termination notice will be delivered to the Contractor's Supervisor in charge of the work or will be mailed, postage prepaid, to the Contractor at The Daniel Building, Greenville, South Carolina 29602. In the event of such termination by Owner, the Contractor shall be entitled to reimbursement for all costs theretofore incurred or accrued hereunder and payment of all fees attributable thereto.

In the event the contract is terminated, the Owner shall have the right to hire any of the Contractor's on-site employees it so desires. The Contractor will not transfer from this job any of its employees during this six months period.

Section 10. Transfers. The Contractor agrees to use its best efforts to avoid, or minimize transfers of its employees from the Owners plant site. Transfers shall not exceed a total of 3% in

any craft during a one year period. Normal payroll attrition such as R.O.F., voluntary quit, fires, and promotional transfers will be excluded from the 3% maximum.

Section 11. Personnel Policies. The Contractor has full and complete control over their employees and their job tenure. The Contractor shall furnish to the Owner a copy of their personnel policies and regulations. The Contractor's employees or subcontractor's employees will abide by all of the Owners safety regulations.

Section 12. Secrecy Agreement. All Contractor's employees shall sign a Secrecy Agreement. A copy of the agreement is appended hereto as Appendix E.

Section 13. Wage Rates. Should there be a general raise in the Contractor's Contruction rates, the Contractor will request a review with the Owner to determine whether to maintain initial scale and risk jeopardizing the retainage of qualified personnel or to conform to the new scale. In the event the Contractor pays additional fringe benefits in lieu of a wage increase, the total economic package shall not cost the Owner more than the corresponding Daniel's rate. The wages for this job will not exceed any other Daniel rates in South Carolina.

Section 14. Subcontractors. This contract will cover all of the Contractor's Subcontractors and they will be governed by the

same accounting and pay procedures as the prime Contractor.

Section 15. (a) Overtime: Premium time at the rate of one and one-half times the regular rate will be paid for all hours in excess of 40 hours in each payroll week, which begins 0700 hours Monday to 0700 hours the following Monday. When it is necessary to supplement the basic work force for short periods from other jobs, any time an individual works over 40 hours will be chargeable to the job causing the overtime. Also, when supplemental short term labor is required and an individual works on this job and then works 40 hours on his regular assignment, he will be paid premium time for the time on this job-site during the same pay period, since it will be the causing factor for the overtime. The Contractor will notify the Owner when men from other jobs will be on overtime on the Owner's short term project.

(b) Timekeeping and Payroll Preparation: The Daniel Superintendent will be responsible for supervision of the timekeeping and payroll preparation. These functions will be accomplished using applicable Daniel procedures and Hoechst Fibers maintenance cost accounting procedures.

(c) Vacations: Only salaried personnel are given paid vacations. Eligible employees with less than ten years company service earn 5/6 days vacation per month, and those with over ten years service 1 1/4 days vacation per month. Vacation schedules will be approved by Owner. Vacation time allowed but not earned at employees termination will be deducted from employee's last salary check.

Vacation time earned but not taken will be paid the employee upon his termination at Owner's job-site. (Reimbursable Cost)

(d) Sick Leave: Salaried personnel will be paid for reasonable time lost due to sickness, but not to exceed two (2) two weeks. (Reimbursable Cost).

(e) Call-In Duty: Daniel will be responsible to have men available for off hour coverage. When it is necessary for hourly employees to be called in for unschedule work for short periods of time a minimum of two (2) hours will be paid.

(f) Hiring and Terminating: The Contractor has full and complete control over their employees and their job tenure. Employees will be assigned to work with the concurrence of the Owner and will be removed from the job-site when requested by the Owner, except that in both instances the Contractor will comply with all applicable laws and regulations.

(g) Orientation and Preparation: The Contractor will furnish personnel fully qualified in their craft to man job requirements as demonstrated by pre-employment testing and careful screening. Where specialized skills or training are required in addition to the normal craft, the Contractor will make every effort to provide personnel who have previous experience in the particular requirement. However, should specialized training be required, the Contractor will bear the cost of such training except that wages paid to Contractor personnel while training are reimbursable to the Contractor by the Owner.

(h) Construction Equipment, Small Tools and Supplies: The Owner will have the option of providing construction equipment, small tools and supplies or requesting the Contractor to provide them. Should the Contractor be requested to provide these items, the terms and conditions of the Contract in Section 4 (d) will apply.

Rental of equipment will be at rates most advantageous to the Owner after giving consideration to distance, availability and condition of equipment. Equipment rental terms for Contractor owned equipment are set forth in the Daniel Construction Company Schedule of Rental Equipment.

(i) Short Term Projects: Craftsmen reporting from a distance greater than 60 miles for a plant shutdown or short term project which provides them less than 60 hours work during the period, shall be paid \$.12 per mile for one trip to and from their previous location and \$8.00 lodging for each day or shift worked on the project. Craftsmen who quit or are fired before working the 60 hours receive no travel benefits. Mileage will normally be calculated from center of town to center of town for convenience. All salaried field personnel are reimbursed their reasonable expenses for the shutdown including mileage, meals, lodging, telephone, and incidentals.

(j) Holiday Policy: Salaried personnel will observe all Hoechst holidays with pay. All hourly employees will observe Hoechst holidays. In order to compensate maintenance personnel for time worked during Hoechst Fiber's holidays, the craftsmen will be paid time and one-half for all hours worked on an emergency basis on

scheduled holidays. The holidays will be the calendar holidays and are further defined from 0700 hours to 0700 hours.

The following nine holidays will be observed each year on their respective calendar day, not any other day related to that holiday: New Year's - January, Good Friday, Memorial Day - May 30, Independence Day - July 4, Labor Day - First Monday in September, Thanksgiving Day, Day after Thanksgiving, Day prior to Christmas - December 24, Christmas Day - December 25.

It is to be re-emphasized that this premium pay is for emergency and unscheduled work only. Should any scheduled work be made for these days, this time would be exempt from this policy.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

WITNESS:

William
3-24-72

HOECHST FIBERS INCORPORATED

By Henry J. Dekker
(Title)
Henry J. Dekker
V. P. of Hoechst Fibers Inc.

WITNESS:

Ray R. Lundy

DANIEL CONSTRUCTION COMPANY
MAINTENANCE & MILLWRIGHT DIVISION

By John A. Wood
(Title)
John A. Wood
Div. Mgr. & Attorney in Fact

-12-

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RoA_2542

POSITION DESCRIPTION

GENERAL PROJECT ENGINEER

Salary: \$1,350.00 to \$1,750.00 per month

PRIMARY FUNCTION:

To administer, coordinate and control all activities relating to Maintenance and Engineering within the plant to obtain maximum effective utilization of all resources.

DUTIES AND RESPONSIBILITIES:

Because of the wide variety of problems and the broad scope of many assignments given to the Owners engineering and maintenance organization, the Project Engineer may be required to perform, as requested by the Owner, any or all of the following functions:

1. Assist Owner in the preparation of necessary industrial, mechanical, electrical and chemical engineering design, required for plant maintenance, construction, new installations and remodeling. This may be done by himself, others in his group under his supervision, or by others on sub-contract to the plant under his supervision.
2. Develop and administer building and facility improvement programs.
3. Support plant engineering cost control systems.
4. Estimate necessary facility and building costs.
5. Direct and supervise general mechanics or specialist, such as electricians, carpenters, sheet metal workers, machinists, janitors, laborers, etc.
6. Handle sub-contractor problems related to plant engineering projects.

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7. Aid in the disposal of surplus equipment.
8. Assist in maintaining good storeroom controls.
9. Participate in facility record keeping, including related maintenance costs.
10. Assure compliance with all control phases of plant work order system.
11. Participate in development and operation of Preventive Maintenance Program.
12. Analyze costs and report on required corrective action.
13. Develop and administer training programs for new employees and upgrading of incumbent employees.
14. Assist in formulation and review of procedures for Owner regarding air and water pollution to insure compliance with municipal, state, and/or federal laws.
15. Assist in administration of a maintenance related safety program.
16. Review and analyze costs of purchased utility services.
17. Perform other duties assigned by the Owner.

AUTHORITY:

Within reasonable limits as indicated by Owner and established Daniel policies and procedures, authority is considered sufficient to discharge assigned responsibilities. This includes authority to hire, train and initiate personnel changes of subordinate employees, initiate maintenance improvement programs and establish work schedules for maintenance employees.

RELATIONSHIPS:

Position requires cooperation and work with both management and operating personnel of the plant.

A line relationship exists between the Project Engineer, his subordinates and his supervisor.

A staff relationship exists between the Project Engineer and other plant departments which requires mutual assistance and cooperation.

A special staff relationship exists between the Project Engineer, the Daniel Maintenance Manager, and Daniel Engineering in project administration, equipment selection, plant and ship layouts and other general engineering services necessary for efficient operation of the facility.

REPORTS TO:

The Owners Central Facilities Area Engineer

SCHEDULE OF WEEKLY SALARY RATES,
FRINGE BENEFITS AND INCENTIVESFOR
PROJECT PERSONNEL
AT
HOECHST FIBERSSalaries:

Project Engineer	\$310-\$410
Maintenance Superintendent	\$285-\$385
Timekeeper	\$165-\$250

Fringe Benefits:

Vacation	-	Three weeks annually for 10 year employees Two weeks annually for others
Paid Holidays	-	New Year's Day July Fourth Labor Day Thanksgiving Day Friday Following Thanksgiving Christmas Day Holidays falling on Saturday are taken on Friday preceding the Holiday.
Sick Leave	-	Not to exceed two weeks per year without approval

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Appendix C

SCHEDULE OF HOURLY RATES
for
OFFICE EMPLOYEES FOR TIME DEVOTED TO PROJECT

Maintenance and Millwright Division:

Project Manager	\$ 12.50
Estimator	8.00
Timekeeper	5.00

Daniel Engineers (10-1-70):

Director of Engineering	30.00
Assistant Director of Engineering	25.00
Project Engineer	22.00
Project Coordinator	20.00
Engineering Department Manager	17.00
Architectural Department Manager	17.00
Architect	16.00
Engineer	16.00
Senior Designer	15.00
Designer	12.00
Senior Draftsman	10.50
Draftsman	9.00
Engineering Accountant	12.00
Engineering Secretary	6.00
Clerk	4.50

Travel expenses of these personnel are reimbursable to Contractor, including cost of meals, lodging, telephone, incidentals, public transportation, Contractor's aviation charges or automobile mileage at \$.12 per mile.

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-APPENDIX D-

THE CRAFTSMEN WILL BE REQUIRED TO FURNISH ONE OF THE FOLLOWING:

ELECTRICIANS

Leather Pouch
Electricians Skinning Knife
10" Adjustable Wrench w/insulated Handles
Channel Lock Pliers w/insulated Handles
Heavy Duty Diagonals w/insulated Handles
Pair long noes Pliers
Pair Lineman's Pliers
Electrician's Tool Belt
Fuse Puller
Crimping Pliers
Wedge Type Screwdriver
Tool Box
Ball Peen Hammer
12" Screwdriver
6" Screwdriver
1 1/2" Screwdriver
6" Thin Blade Screwdriver
3" Thin Blade Screwdriver
6" Phillips Head Screwdriver
Set Allen Head Wrenches
1/2" to 9/16" Box Wrenches
3/8" to 7/16" Box Wrenches
Burnishing Tool
8" Adjustable Wrench
4" Adjustable Wrench
8" Screwdriver
2 1/2" Long Screw Starter
5 1/4" Long Screw Starter
9 1/2" Long Screw Starter
Set Ignition Wrenches
10" Wedge Screw Holder
Midget Fuse Puller

MILLWRIGHTS

8" Adjustable Wrench
3" Screwdriver
10" Screwdriver
6" Phillips Screwdriver
Pair Channel Lock Pliers
Set Allen Wrenches
Pair 8" Diagonal Pliers
6 Ft. Folding rule
6" Scale
Torpedo Level
Feeler Gauge
Cotter Key Extractor
Ball Peen Hammer
Pry Bar
Hacksaw Frame
Line Level
Plumb Bob
Chisel and Punch Set
Pair Vise-grip Pliers
Set Combination Wrenches to 1 1/2"
Dial Indicator
Set Calipers
Set Micrometers to 2"
Thread Gauge
Set Dividers
Packing Remover
Socket Set up to 1 1/4"

SEAY_HAMMETT002249

-APPENDIX E-

INDIVIDUAL SECRECY AGREEMENT

Recognizing the fact that my employer, Daniel Construction Company, is engaged in the maintenance of Hoechst Fibers Inc. Spartanburg, South Carolina, facility which is used for the manufacture of dimethylterephthalate and polyester fibers, which manufacturing processes and techniques are confidential and are not known to the general public and in consideration of my employment with Daniel Construction Company at this installation, I hereby agree that at all times both during my employment and after the termination of my employment I will maintain in secrecy all processes, techniques, know-how and other information which are revealed to me as a result of my employment with Daniel Construction Company at Hoechst Fibers Inc. Spartanburg, South Carolina, facility. I agree that I will not disclose or make known any information relating to processes, techniques or know-how without the authorization of Hoechst Fibers Inc. I further agree that any change or changes in my employment or in the duty, salary or compensation of my job shall in no way affect or impair the validity of this agreement or any other obligation here under.

I hereby expressly state that I intend to be legally bound by the terms of this secrecy agreement to both Hoechst Fibers Inc. and Daniel Construction Company.

WITNESSES:

Signature

Title

Date

SEAY_HAMMETT002250

EXHIBIT J

LAW DEPARTMENT

PLAINTIFF'S
EXHIBIT

17

193-6227 AMERICAN HOECHST CORPORATION
SPARTANBURG, SOUTH CAROLINA

~~STEROIDONE~~

SEAY_HAMMETT000155



Hoechst Fibers Industries
Division of American Hoechst Corporation
P.O. BOX 585
SPARTANBURG, S. C. 29304

PURCHASE
ORDER

PURCHASE ORDER NUMBER
LOC. SERIAL NO. YR. BYR. RLS.
91 049953 80 09 000

VENDOR DANIEL CONSTRUCTION CO
MAINTENANCE & MECHANICAL
17TH FLOOR DANIEL BLDG
GREENVILLE SC 29602

SHIP TO HOECHST FIBERS INDUSTRIES
HWY I-85 AND ROAD 57
SPARTANBURG, S. C. 29304

P.O. DATE 01 21 80 ALT. NO. 00 ALT. DATE VENDOR NUMBER 190512 015 REQUESTION NO. 28344 SHIP DATE N/A TERMS NET 30 CONTRACT EXP. DATE

ITEM	QUANTITY	UNIT	UNIT PRICE	DOLLAR AMOUNT
0001	1	LOT	3961.00	3961.00
MAINTENANCE ORIENTATION VIDEO, DEVELOPED FOR HOECHST FIBERS INDUSTRIES				
REF. DANIEL INV. #407 PROJECT #193-6227				
PLEASE CHECK THIS ORDER & RETURN SIGNED "ACKNOWLEDGEMENT OF ORDER" TO THE PURCHASING DEPARTMENT.				
ALL INVOICES RESULTING FROM THIS PURCHASE ORDER MUST BE APPROVED AND RETURNED TO ACCOUNTING BY THE INDIVIDUAL DESIGNATED BELOW:				
ART GILREATH				
NOTE: NEITHER RECEIPT NOR PAYMENT OF INVOICE CAN BE MADE UNLESS P.O.# IS NOTED ON ALL PACKAGES AND PAPERWORK.				
LM0122				
				3961.00

Original: CPA
CL: ME M
4/129/80

C. E. FLEMING

3961.00

3961.00

THE PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL PAPERWORK: INVOICES, B/L, & PACKAGES PERTAINING TO THIS ORDER. NEITHER RECEIPT OF GOODS NOR INVOICE PAYMENT WILL BE MADE UNLESS PURCHASE ORDER NUMBER IS SO NOTED.



Hoechst Fibers Industries
TREVIRA

On the reverse side are terms and conditions to which Seller agrees by acceptance of this order.

ANY SOUTH CAROLINA SALES OR USE TAX DUE WILL BE PAID DIRECT BY PURCHASER UNDER STATE PERMIT NO. 6329-(19). DO NOT INCLUDE STATE TAX OR USE TAX ON YOUR INVOICE.

2 VENDOR'S COPY

EXECUTED ORIGINAL
LAW DEPARTMENT COPY
MODIFICATION
MICROFICHE

SEAY_HAMMETT000156

RoA_2552

HOECHS

DIVISION OF AMERICAN ROCKET CO.

TERMS AND CONDITIONS



600 00 00

Entire Agreement - The terms and conditions of this contract shall be governed by the terms and conditions set forth in the attached schedule and in the order when such schedule is attached to the order.

2. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

3. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

4. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

5. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

6. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

7. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

8. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

9. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

10. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

11. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

12. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

13. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

14. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

15. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

16. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

17. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

18. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

19. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

20. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

21. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

22. **Acceptance** - The Buyer shall accept the goods within 7 days of receipt of the goods. If the Buyer fails to accept the goods within this time, the goods shall be deemed to have been accepted by the Buyer.

EXECUTED ORIGINAL
LAW DEPARTMENT COPY
MODIFICATION

RECEIVED

SEAY_HAMMETT000157

193-6227

AMENDMENT NO. 1
TO
MAINTENANCE SERVICES CONTRACT
DATED AS OF
JUNE 24, 1975

cc: CPA (2) ✓
M & K File
B. H. Spooner
4/9/16/76

BETWEEN

AMERICAN HOECHST CORPORATION
AND
DANIEL INTERNATIONAL CORPORATION

THIS AGREEMENT MADE AND ENTERED INTO AS OF THE 24TH DAY OF JUNE, 1975, BY AND BETWEEN HOECHST FIBERS INDUSTRIES, A DIVISION OF AMERICAN HOECHST CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", AND THE MAINTENANCE AND MILLWRIGHT DIVISION OF DANIEL INTERNATIONAL CORPORATION, A SOUTH CAROLINA CORPORATION, HEREINAFTER REFERRED TO AS THE "CONTRACTOR",

WITNESSETH:

WHEREAS OWNER AND CONTRACTOR HAVE HERETOFORE MADE AND ENTERED INTO AS OF THE 24TH DAY OF JUNE, 1975, A CERTAIN MAINTENANCE SERVICES CONTRACT (HEREINAFTER REFERRED TO AS THE "CONTRACT") PROVIDING FOR THE PERFORMANCE BY CONTRACTOR OF CERTAIN MAINTENANCE SERVICES FOR OWNER; AND

WHEREAS SECTION 4(C)(11) OF SUCH CONTRACT WAS INADVERTENTLY OMITTED IN THE FINAL DRAFT, AND

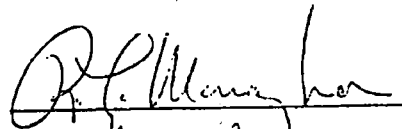
WHEREAS CONTRACTOR AND OWNER NOW DESIRE TO AMEND THE CONTRACT AS OF THE DATE OF THIS AGREEMENT, SOLELY AS EXPRESSLY STATED HEREIN, AND TO OTHERWISE CONTINUE THE CONTRACT IN FULL FORCE AND EFFECT AS PROVIDED THEREIN,

NOW, THEREFORE CONTRACTOR AND OWNER HEREBY AGREE THAT THE CONTRACT SHALL BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

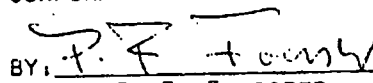
1. ADD: SECTION 4(C)(11) AS FOLLOWS: "THE OWNER SHALL REIMBURSE THE CONTRACTOR AT CONTRACTOR'S ACTUAL COST FOR PAYROLL TAXES AND UNEMPLOYMENT INSURANCES REQUIRED BY LOCAL, STATE OR FEDERAL LAWS."

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS OR REPRESENTATIVES AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:


DATE: March 1, 1976

HOECHST FIBERS INDUSTRIES, A
DIVISION OF AMERICAN HOECHST
CORPORATION

BY: 
DR. P. F. FOERSTER
V.P. OF HOECHST FIBERS DIVISION

SEAY_HAMMETT000158

WITNESS

Jeffrey L. Stacey

DATE: 12-29-75

DANIEL INTERNATIONAL CORPORATION
MAINTENANCE & MILLWRIGHT DIVISION

BY: *John A. Wood*
JOHN A. WOOD
DIV. MGR. & ATTORNEY IN FACT

SEAY_HAMMETT000159

193-6227

AMENDMENT NO. 2
TO
MAINTENANCE SERVICES CONTRACT
DATED AS OF
June 24, 1975

Original: CJA
cc: YLE/M
213 p002
4/5/10/77

BETWEEN

AMERICAN HOECHST CORPORATION
AND
DANIEL INTERNATIONAL CORPORATION

WHEREAS, HOECHST FIBERS INDUSTRIES, a Division of AMERICAN HOECHST CORPORATION ("Owner") and the MAINTENANCE AND MILLWRIGHT DIVISION OF DANIEL INTERNATIONAL CORPORATION ("Contractor") have heretofore executed the above entitled Maintenance Services Contract (the "Contract"), and;

WHEREAS, Owner and Contractor now desire to amend various portions of the Contract,

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, Owner and Contractor do mutually agree that the Contract is hereby amended as follows:

1. Contractor's construction wage rates (Section 13) for South Carolina (hereinafter "S.C. Rates") are revised from time to time (not less frequently than annually) and shall be subject to acceptance by Owner. Contractor shall furnish Owner a copy of such revised S.C. Rates, it being understood and agreed, however, that with respect to its forces employed at the Facility, Contractor shall pay and be reimbursed for wage rates reduced annually by mutual agreement not more than:

25¢ per hour less than set forth on the then
current S.C. Rates for persons employed in
the classification of the journeyman,

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all of the foregoing in this paragraph 1 being set forth in an effort to effect a reduction in the said wage rates in the amount of one dollar per hour from the latest S.C. Rates in effect at the end of the term (four years) of this Contract, and provided that all of the foregoing provisions of this paragraph 1 shall be subject to the following conditions:

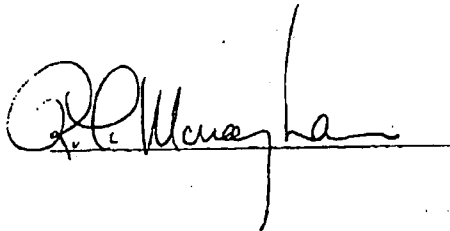
- a) the availability of skilled workmen to Contractor,
- b) not jeopardizing the retention of qualified personnel by Contractor,
- c) the understanding that the cost of any fringe benefits (such as paid vacations) which hereinafter may be paid by Contractor and reimbursed by Owner by mutual agreement shall not be added to the wage rates aforesaid when determining the amount of a wage reduction, and
- d) that these wage provisions shall not apply to personnel which Contractor employs from locations other than the Facility for shutdowns, emergencies, and other short term projects, in which events such personnel shall be paid at the then current S.C. Rates. Other temporary maintenance personnel shall receive the same rates as set forth in paragraph 1 of this amendment.

Contractor's current S.C. Rates is attached hereto as "Exhibit A" and supercedes Exhibit A dated 1975 in the Contract.

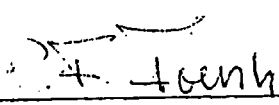
2. The duration and term of the Contract (Section 9) is hereby extended to four (4) years from the effective date of this Amendment. The six (6) months right to terminate in Section 9 shall not be affected and shall continue in effect during the new term of the Contract. The effective date of this Amendment shall be the 21st day of March, 1977.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of this 22nd day of April, 1977.

WITNESS:

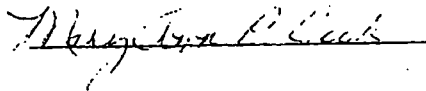


HOECHST FIBERS INDUSTRIES, A
Division of American Hoechst
Corporation.

BY: 

Dr. P. F. Foerster
Vice President
Hoechst Fibers Industries

WITNESS:



BY: 

John A. Wood
Group Vice President

MAINTENANCE & MILLWRIGHT DIVISION OF
DANIEL INTERNATIONAL CORPORATION

193-6227

MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 24TH DAY OF JUNE, 1975, BY AND BETWEEN HOECHST FIBERS INDUSTRIES, A DIVISION OF AMERICAN HOECHST CORPORATION, HEREINAFTER REFERRED TO AS THE 'OWNER' AND THE MAINTENANCE AND MILLWRIGHT DIVISION OF DANIEL INTERNATIONAL CORPORATION, A SOUTH CAROLINA CORPORATION, HEREINAFTER REFERRED TO AS THE 'CONTRACTOR'.

WITNESSETH:

SECTION 1. SCOPE OF WORK. THE CONTRACTOR SHALL FURNISH ALL NECESSARY SUPERVISION, LABOR, EQUIPMENT, TOOLS, MATERIALS, SUPPLIES; AND INCIDENTALS NECESSARY TO PERFORM CONTINUOUS ROUTINE MAINTENANCE; OPERATION OF UTILITY EQUIPMENT; AND EMERGENCY, SUPPLEMENTARY, OR TEMPORARY MAINTENANCE SERVICES AS MAY BE REQUIRED BY THE OWNER.

SECTION 2. OWNER'S REPRESENTATIVE. THE OWNER SHALL DESIGNATE FROM TIME TO TIME ONE OR MORE INDIVIDUALS WHOM THE CONTRACTOR SHALL BE ENTITLED TO RECOGNIZE AND ACCEPT AS THE OWNER'S AGENT, WITH FULL POWER AND AUTHORITY TO ACT FOR, AND IN THE NAME, PLACE, AND STEAD OF THE OWNER, FOR ANY OF THE PURPOSES FOR WHICH THE OWNER MAY OR SHALL HAVE AUTHORITY AS HEREINAFTER PROVIDED. THE CONTRACTOR SHALL BE ENTITLED TO RELY ON SUCH DESIGNATION UNTIL REVOCATION THEREOF AND THE DESIGNATION OF A DIFFERENT OWNER'S REPRESENTATIVE IS RECEIVED BY THE CONTRACTOR.

orig 1: CIA
cc: MEM file
B. Witherspoon
421.14

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SECTION 3. PAYMENT. FOR PERFORMANCE OF THE MAINTENANCE SERVICES SPECIFIED IN SECTION 1, THE OWNER SHALL PAY THE CONTRACTOR THE FOLLOWING FEES:

(A) AN ANNUAL FEE OF 6% BASED ON GROSS PAYROLL FOR ALL HOURS. THIS FEE WILL BE CALCULATED AND INVOICED WEEKLY WITH THE PAYROLL INVOICE.

(B) IN ADDITION TO SAID FEES, THE OWNER SHALL PAY TO CONTRACTOR ITS REIMBURSABLE COSTS INCURRED IN THE PERFORMANCE OF THE WORK AS DESCRIBED IN SECTION 4 BELOW.

SECTION 4. REIMBURSABLE COSTS. EXCEPT AS HEREINAFTER PROVIDED, REIMBURSABLE COSTS SHALL CONSIST OF THE FOLLOWING:

(A) FIELD LABOR: PAYROLL COSTS FOR ALL PERSONNEL EMPLOYED IN THE FIELD IN CONNECTION WITH THE WORK, INCLUDING REQUIRED PROJECT MANAGERS, SUPERINTENDENTS, FOREMEN, TIMEKEEPERS, CLERKS, ACCOUNTANTS, PURCHASING AGENTS, AND SUCH OTHER PERSONNEL AS MAY BE NECESSARY OR DESIRABLE FOR THE PROPER AND EFFICIENT PROSECUTION OF THE WORK. HOURLY WAGE RATES AND OVERTIME PREMIUMS WILL BE PAID AT PREVAILING RATES IN ACCORDANCE WITH THE SCHEDULE APPENDED HERETO AS APPENDIX A. SALARY RATES, FRINGE BENEFITS AND INCENTIVES FOR THE PROJECT MANAGER, SUPERINTENDENT, TIMEKEEPER AND OTHER SALARY EMPLOYEES REQUESTED BY THE OWNER SHALL BE IN ACCORDANCE WITH THE SCHEDULE APPENDED HERETO AS APPENDIX B. APPENDIX A AND B MAY BE SUPPLEMENTED OR REVISED FROM TIME TO TIME BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OR THE OWNER'S REPRESENTATIVE. THE CONTRACTOR'S REGULAR SICK LEAVE AND VACATION POLICY SHALL APPLY TO ALL SALARIED PERSONNEL EMPLOYED IN THE FIELD AND THE COSTS THEREOF SHALL BE REIMBURSABLE.

(B) HOME OFFICE PERSONNEL: PAYROLL AND OTHER COSTS FOR PERSONNEL NOT EMPLOYED IN THE FIELD SHALL BE REIMBURSED TO THE CONTRACTOR IN ACCORDANCE WITH THE SCHEDULE APPENDED HERETO AS APPENDIX C, WHICH SCHEDULE MAY BE SUPPLEMENTED OR REVISED FROM TIME TO TIME BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OR THE OWNER'S REPRESENTATIVE.

(C) PAYROLL COSTS: (I) THE OWNER SHALL REIMBURSE FOR WORKMANS' COMPENSATION, COMPREHENSIVE GENERAL LIABILITY, COMPREHENSIVE EXCESS INDEMNITY (UMBRELLA) INSURANCE, AND AUTOMOBILE LIABILITY INSURANCE AT THE CONTRACTOR'S ACTUAL EXPERIENCE RATES. THE AFOREMENTIONED CHARGES SHOULD BE PROVIDED FOR THE FOLLOWING MINIMUM LIMITS OF LIABILITY:

- (I) WORKMANS' COMPREHENSIVE - STATUTORY
EMPLOYEE LIABILITY - \$100,000.00
- (II) COMPREHENSIVE GENERAL LIABILITY
 - A) BODILY INJURY - \$250,000 EACH PERSON
\$500,000 EACH OCCURENCE
 - B) PROPERTY DAMAGE-\$100,000 EACH OCCURENCE
 - C) EXCESS UMBRELLA-\$2,000,000 EACH OCCURENCE
\$2,000,000 AGGRAGATE
- (III) AUTOMOTIVE LIABILITY -
 - A) BODILY INJURY - \$250,000 EACH PERSON
\$500,000 EACH OCCURENCE
 - B) PROPERTY DAMAGE-\$100,000 EACH OCCURENCE

(D) RENTAL EQUIPMENT: (I) THE CONTRACTOR SHALL FURNISH IN GOOD OPERATING CONDITION SUCH OF ITS EQUIPMENT AS IS FROM TIME TO TIME AVAILABLE AND NECESSARY FOR THE PERFORMANCE OF THE WORK WITH THE PRIOR APPROVAL OF THE OWNER. SAID EQUIPMENT IS HEREINAFTER REFERRED TO AS ''DANIEL EQUIPMENT''. RENTAL FOR DANIEL EQUIPMENT SHALL BE REIMBURSED TO THE CONTRACTOR IN ACCORDANCE WITH THE THEN CURRENT ''DANIEL CONSTRUCTION COMPANY SCHEDULE OF RENTAL

EQUIPMENT'' (HEREINAFTER REFERRED TO AS THE ''DANIEL EQUIPMENT SCHEDULE''). A COPY OF THE DANIEL EQUIPMENT SCHEDULE SHALL BE FURNISHED TO THE OWNER UPON REQUEST. DANIEL EQUIPMENT SCHEDULE SHALL NOT BE SUBJECT TO PURCHASE BY THE OWNER WITHOUT THE CONTRACTOR'S CONSENT. THE CONTRACTOR ALSO MAY RENT EQUIPMENT FROM THIRD PARTIES, IF THE CONTRACTOR'S EQUIPMENT IS NOT AVAILABLE FOR THE WORK OR IF THE CONTRACTOR, WITH THE OWNERS APPROVAL, DEEMS IT ADVISABLE OR MORE ECONOMICAL IN THE CIRCUMSTANCES NOT TO PROVIDE DANIEL EQUIPMENT. (II) THE CONTRACTOR SHALL BE REIMBURSED FOR THE COSTS OF TRANSPORTING DANIEL EQUIPMENT TO THE JOBSITE, F.O.B. POINTS OF ORIGIN AND THE COSTS OF RETURNING SUCH EQUIPMENT TO ITS POINTS OF ORIGIN OR AN AMOUNT EQUAL THERETO IN THE EVENT THE CONTRACTOR ELECTS TO DIRECT THE EQUIPMENT TO DESTINATIONS OTHER THAN THE POINTS OF ORIGIN. SHOULD THE CONTRACTOR ELECT TO REPLACE A PIECE OF DANIEL EQUIPMENT REQUIRING MAJOR REPAIR OR OVERHAUL, THE COST OF TRANSPORTATION TO AND FROM THE JOBSITE FOR SUCH REPLACEMENT PIECE SHALL NOT BE REIMBURSED TO THE CONTRACTOR, BUT THE COSTS OF RETURN TRANSPORTATION FOR THE EQUIPMENT BEING REPLACED SHALL BE REIMBURSED AS HEREIN PROVIDED.

(E) SMALL TOOLS: SMALL TOOLS ARE DEFINED AS HAND TOOLS HAVING AN INITIAL VALUE OF LESS THAN \$500 AND DO NOT INCLUDE ITEMS SUCH AS OFFICE MACHINES, ENGINEERING INSTRUMENTS AND OTHER ITEMS LISTED IN THE DANIEL EQUIPMENT SCHEDULE. THE DANIEL'S CRAFTSMEN SHALL SUPPLY THEIR HAND TOOLS AS PER LIST APPENDED HERETO AS APPENDIX D. ALL SPECIAL TOOLS REQUIRED IN ADDITION TO APPENDIX D WILL BE SUPPLIED BY THE OWNER.

SECTION 5. OWNER'S PROPERTY INSURANCE. THE OWNER SHALL ASSUME (AND AT ITS ELECTION MAY INSURE) ALL INSURABLE RISKS OF LOSS OR PHYSICAL DAMAGE TO EXISTING FACILITIES AND OTHER PROPERTY OF OWNER AT OR NEAR THE SITE OF THE WORK AND TO THE WORK ITSELF. (AS USED IN THE PRECEDING SENTENCE "THE WORK" SHALL INCLUDE, WITHOUT LIMITATION, ALL MATERIAL, SUPPLIES AND EQUIPMENT FOR INCORPORATION IN THE WORK WHILE IN TRANSIT TO, OR STORED ON, THE SITE OF THE WORK, ALL TEMPORARY CONSTRUCTION ON THE SITE AND ANY ITEMS OF EQUIPMENT OF OWNER BORROWED BY THE CONTRACTOR OR ITS EMPLOYEES AND USED BY THEM IN PERFORMANCE OF THE WORK.) RISKS ASSUMED HEREUNDER SHALL INCLUDE, WITHOUT LIMITATION, THE FULL AMOUNT OF ALL LOSSES WHICH WOULD BE INSURABLE UNDER ANY COMBINATION OF THE FOLLOWING: AN ALL RISK BUILDER'S RISK POLICY, A FIRE AND EXTENDED COVERAGE POLICY, A BOILER AND MACHINERY POLICY, A BUSINESS INTERRUPTION POLICY, AND OCEAN AND AIR TRANSIT POLICY, OR AN EQUIPMENT OR INSTALLATION FLOATER POLICY, AND AN ALL RISK DIFFERENCE-IN-CONDITIONS POLICY. THE OWNER HEREBY WAIVES ALL RIGHT OF RECOVERY AND AGREES TO OBTAIN A WAIVER OF ANY SUBROGATION RIGHTS OF ITS INSURERS, AGAINST CONTRACTOR FOR ANY LOSS, INCLUDING WITHOUT LIMITATION, LOSS OF USE AND ALL CONSEQUENTIAL DAMAGES THEREOF, RESULTING FROM RISKS ASSUMED BY OWNER HEREUNDER.

SECTION 6. CONTRACTOR'S ACCOUNTS. THE CONTRACTOR SHALL CHECK ALL MATERIALS PURCHASED BY CONTRACTOR AND ALL LABOR ENTERING INTO THE WORK AND SHALL KEEP SUCH FULL AND DETAILED ACCOUNTS OF SAME AND OTHER COSTS OF PERFORMING THE WORK AS SHALL BE NECESSARY FOR THE PROPER ADMINISTRATION OF THIS CONTRACT. THE OWNER AND THE OWNER'S REPRESENTATIVE SHALL BE AFFORDED ACCESS TO THE WORK AND TO ALL OF THE CONTRACTOR'S ACCOUNTING RECORDS, RECEIPTS, VOUCHERS, ETC. RELATING TO THE PERFORMANCE OF THE WORK DURING THE COURSE OF WORK AND FOR A PERIOD OF 120 DAYS AFTER WORK CEASES.

OWNER

SEAY_HAMMETT000167

(F) MATERIALS, EQUIPMENT, SUPPLIES AND SUBCONTRACTS: THE INVOICED PRICE OF ALL MATERIALS, EQUIPMENT, SUPPLIES (INCLUDING WITHOUT LIMITATION FUEL AND LUBRICANTS FOR RENTAL EQUIPMENT), AND SUBCONTRACTS PURCHASED OR LET ON A COMPETITIVE OR NEGOTIATED BASIS IN ACCORDANCE WITH PROCEDURES TO BE MUTUALLY AGREED UPON BETWEEN THE CONTRACTOR AND THE OWNER OR THE OWNER'S REPRESENTATIVE. PURCHASE ORDERS SHALL BE ISSUED IN THE NAME OF THE OWNER IF SO DIRECTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

(G) INSURANCE AND BONDS: (I) PREMIUMS FOR EQUIPMENT INSTALLATION FLOATER (RIGGING) INSURANCE, SUBJECT TO A DEDUCTIBLE AMOUNT OF \$500 AND A MAXIMUM LIMIT OF \$750,000 FOR EACH OCCURENCE. OWNER SHALL REIMBURSE CONTRACTOR FOR ANY SUCH DEDUCTIBLE; AND UNLESS THE CONTRACTOR HAS PROCURED THE EQUIPMENT OR HAS RECEIVED FROM THE OWNER WRITTEN NOTICE OF THE REPLACEMENT VALUE THEREOF, THE OWNER SHALL BE RESPONSIBLE FOR ANY LOSS THEREOF IN EXCESS OF \$750,000. ANY INCREASE IN INSURANCE PREMIUMS TO COVER EXCESS EQUIPMENT VALUES SHALL BE REIMBURSED TO CONTRACTOR. (II) PREMIUMS FOR ANY SPECIAL INSURANCE AND ANY BONDS REQUIRED IN CONNECTION WITH THE PERFORMANCE OF THE WORK.

(H) OTHER DIRECT COSTS: CONTRACTOR WILL BE REIMBURSED FOR ANY OTHER DIRECT COST WHICH IT MAY INCUR IN THE PERFORMANCE OF ANY WORK HEREUNDER, INCLUDING WITHOUT LIMITATION COSTS OF UTILITIES, TAXES, LICENSES, FEES, CORRECTION OF MINOR DEFECTS IN THE WORK, THIRD PARTY RENTAL EQUIPMENT AS REQUIRED, EXPENDABLE SMALL TOOLS, TEMPORARY STRUCTURES, FREIGHT AND TRANSPORTATION, TRAVEL EXPENSES, PAYROLL CHECKS AT THE ACTUAL COST OF EACH CHECK, COSTS REFERRED TO IN SECTION 15, AND ANY OTHER COST DIRECTLY ARISING OUT OF THE WORK.

SECTION 5. OWNER'S PROPERTY INSURANCE. OWNER ASSUMES ALL INSURABLE RISKS OF LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) TO, AND AT ITS ELECTION MAY INSURE FOR THEIR FULL INSURABLE VALUE, EXISTING FACILITIES AND PROPERTY OF OWNER AT OR NEAR THE SITE OF THE WORK AND THE WORK ITSELF. OWNER HEREBY WAIVES ALL RIGHT OF RECOVERY AGAINST CONTRACTOR FOR ANY LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), INCLUDING LOSS OF USE, RESULTING FROM SUCH RISKS.

SECTION 6. CONTRACTOR'S ACCOUNTS. THE CONTRACTOR SHALL CHECK ALL MATERIALS PURCHASED BY CONTRACTOR AND ALL LABOR ENTERING INTO THE WORK AND SHALL KEEP SUCH FULL AND DETAILED ACCOUNTS OF SAME AND OTHER COSTS OF PERFORMING THE WORK AS SHALL BE NECESSARY FOR THE PROPER ADMINISTRATION OF THIS CONTRACT. THE OWNER AND THE OWNER'S REPRESENTATIVE SHALL BE AFFORDED ACCESS TO THE WORK AND TO ALL OF THE CONTRACTOR'S ACCOUNTING RECORDS, RECEIPTS, VOUCHERS, ETC. RELATING TO THE PERFORMANCE OF THE WORK DURING THE COURSE OF WORK AND FOR A PERIOD OF 120 DAYS AFTER WORK CEASES.

F. J. Fourny
OWNER

H. J. Fourny
CONTRACTOR

SECTION 7. REIMBURSEMENTS. (A) PAYMENT TO THE CONTRACTOR FOR PAYROLL SHALL BE MADE WEEKLY UPON RECEIPT BY THE OWNER OR THE OWNER'S REPRESENTATIVE OF THE CONTRACTOR'S INVOICE THEREFORE.

(B) PAYMENT OF ALL OTHER REIMBURSABLE COSTS SHALL BE MADE PERIODICALLY, BUT NOT LESS FREQUENTLY THAN MONTHLY, UPON RECEIPT BY THE OWNER OR THE OWNER'S REPRESENTATIVE OF THE CONTRACTOR'S INVOICE THEREFORE.

(C) UPON FINAL COMPLETION OF THE WORK, ANY MONIES DUE TO THE CONTRACTOR UNDER THIS CONTRACT AND NOT THERETOFORE PAID SHALL BE PAID TO THE CONTRACTOR.

(D) ALL INVOICES FOR PAYMENTS TO BE MADE TO THE CONTRACTOR AS PROVIDED IN SECTIONS 3 AND 7 SHALL BE DUE AND PAYABLE UPON RECEIPT THEREOF BY THE OWNER OR THE OWNER'S REPRESENTATIVE, AND ALL PAYMENTS SHALL BE MADE WITHIN 30 DAYS OF RECEIPT, SUBJECT TO POST AUDIT BY OWNER.

SECTION 8. INSTALLED EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE RESPONSIBLE FOR OPERATION OF OWNER'S EQUIPMENT, UNLESS IT IS EXPRESSLY AGREED IN WRITING THAT THE CONTRACTOR SHALL SUPERVISE ITS PERSONNEL IN THE PERFORMANCE OF SUCH SERVICES. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR BE RESPONSIBLE FOR THE ACTUAL CAPACITY, PRODUCTIVITY, OR SUITABILITY FOR ITS INTENDED USE OF MECHANICAL, PROCESS, OR PRODUCTION EQUIPMENT.

SECTION 9. DURATION OF CONTRACT. THIS CONTRACT SHALL REMAIN EFFECTIVE FOR A PERIOD OF THREE YEARS. IT MAY BE TERMINATED BY THE OWNER OR THE CONTRACTOR AT ANY TIME BY GIVING THE OTHER PARTY WRITTEN NOTICE SIX MONTHS PRIOR TO THE DESIRED TERMINATION. WRITTEN

TERMINATION NOTICE WILL BE DELIVERED TO THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THE WORK OR WILL BE MAILED, POSTAGE PREPAID, TO THE CONTRACTOR AT THE DANIEL BUILDING, GREENVILLE, SOUTH CAROLINA 29602. IN THE EVENT OF SUCH TERMINATION BY OWNER, THE CONTRACTOR SHALL BE ENTITLED TO REIMBURSEMENT FOR ALL COSTS THERETOFORE INCURRED OR ACCRUED HEREUNDER AND PAYMENT OF ALL FEES ATTRIBUTABLE THERETO.

IN THE EVENT THE CONTRACT IS TERMINATED, THE OWNER SHALL HAVE THE RIGHT TO HIRE ANY OF THE CONTRACTOR'S ON-SITE EMPLOYEES IT SO DESIRES. THE CONTRACTOR WILL NOT TRANSFER FROM THIS JOB ANY OF ITS EMPLOYEES DURING THIS SIX MONTHS PERIOD.

SECTION 10. TRANSFERS. THE CONTRACTOR AGREES TO USE ITS BEST EFFORTS TO AVOID, OR MINIMIZE TRANSFERS OF ITS EMPLOYEES FROM THE OWNERS PLANT SITE. TRANSFERS SHALL NOT EXCEED A TOTAL OF 3% IN ANY CRAFT DURING A ONE YEAR PERIOD. NORMAL PAYROLL ATTRITION SUCH AS R.O.F., VOLUNTARY QUIT, FIRES, AND PROMOTIONAL TRANSFERS WILL BE EXCLUDED FROM THE 3% MAXIMUM.

SECTION 11. PERSONNEL POLICIES. THE CONTRACTOR HAS FULL AND COMPLETE CONTROL OVER THEIR EMPLOYEES AND THEIR JOB TENURE. THE CONTRACTOR SHALL FURNISH TO THE OWNER A COPY OF THEIR PERSONNEL POLICIES AND REGULATIONS. THE CONTRACTOR'S EMPLOYEES OR SUBCONTRACTOR'S EMPLOYEES WILL ABIDE BY ALL OF THE OWNERS SAFETY REGULATIONS.

SECTION 12. SECRECY AGREEMENT. ALL CONTRACTOR'S EMPLOYEES SHALL SIGN A SECRECY AGREEMENT. A COPY OF THE AGREEMENT IS APPENDED HERETO AS APPENDIX E.

SECTION 13. WAGE RATES. SHOULD THERE BE A GENERAL RAISE IN THE CONTRACTOR'S CONSTRUCTION RATES, THE CONTRACTOR WILL REQUEST A REVIEW WITH THE OWNER TO DETERMINE WHETHER TO MAINTAIN INITIAL SCALE AND RISK JEOPARDIZING THE RETAINAGE OF QUALIFIED PERSONNEL OR TO CONFORM TO THE NEW SCALE. IN THE EVENT THE CONTRACTOR PAYS ADDITIONAL FRINGE BENEFITS IN LIEU OF A WAGE INCREASE, THE TOTAL ECONOMIC PACKAGE SHALL NOT COST THE OWNER MORE THAN THE CORRESPONDING DANIEL'S RATE. THE WAGES FOR THIS JOB WILL NOT EXCEED THOSE OUTLINED IN APPENDIX A.

SECTION 14. SUBCONTRACTORS. THIS CONTRACT WILL COVER ALL OF THE CONTRACTOR'S SUBCONTRACTORS AND THEY WILL BE GOVERNED BY THE SAME ACCOUNTING AND PAY PROCEDURES AS THE PRIME CONTRACTOR.

SECTION 15. (A) OVERTIME. PREMIUM TIME AT THE RATE OF ONE AND ONE-HALF TIMES THE REGULAR RATE WILL BE PAID FOR ALL HOURS IN EXCESS OF 40 HOURS IN EACH PAYROLL WEEK, WHICH BEGINS 0700 HOURS MONDAY TO 0700 HOURS THE FOLLOWING MONDAY. WHEN IT IS NECESSARY TO SUPPLEMENT THE BASIC WORK FORCE FOR SHORT PERIODS FROM OTHER JOBS, ANY TIME AN INDIVIDUAL WORKS OVER 40 HOURS WILL BE CHARGEABLE TO THE JOB CAUSING THE OVERTIME. ALSO, WHEN SUPPLEMENTAL SHORT TERM LABOR IS REQUIRED AND AN INDIVIDUAL WORKS ON THIS JOB AND THEN WORKS 40 HOURS ON HIS REGULAR ASSIGNMENT, HE WILL BE PAID PREMIUM TIME FOR THE TIME ON THIS JOB-SITE DURING THE SAME PAY PERIOD, SINCE IT WILL BE THE CAUSING FACTOR FOR THE OVERTIME. THE CONTRACTOR WILL NOTIFY THE OWNER WHEN MEN FROM OTHER JOBS WILL BE ON OVERTIME ON THE OWNER'S SHORT TERM PROJECT.

(B) TIMEKEEPING AND PAYROLL PREPARATION. THE DANIEL SUPERINTENDENT WILL BE RESPONSIBLE FOR SUPERVISION OF THE TIMEKEEPING AND PAYROLL PREPARATION. THESE FUNCTIONS WILL BE ACCOMPLISHED USING APPLICABLE DANIEL PROCEDURES AND HOECHST FIBERS MAINTENANCE COST ACCOUNTING PROCEDURES.

(C) VACATIONS. ONLY SALARIED PERSONNEL ARE GIVEN PAID VACATIONS. ELIGIBLE EMPLOYEES WITH LESS THAN TEN YEARS COMPANY SERVICE EARN 5/6 DAYS VACATION PER MONTH, AND THOSE WITH OVER TEN YEARS SERVICE 1 1/4 DAYS VACATION PER MONTH. VACATION SCHEDULES WILL BE APPROVED BY OWNER. VACATION TIME ALLOWED BUT NOT EARNED AT EMPLOYEES TERMINATION WILL BE DEDUCTED FROM EMPLOYEE'S LAST SALARY CHECK. VACATION TIME EARNED BUT NOT TAKEN WILL BE PAID THE EMPLOYEE UPON HIS TERMINATION AT OWNER'S JOB-SITE. (REIMBURSABLE COST)

(D) SICK LEAVE. SALARIED PERSONNEL WILL BE PAID FOR REASONABLE TIME LOST DUE TO SICKNESS, BUT NOT TO EXCEED TWO (2) WEEKS. (REIMBURSABLE COST)

(E) CALL-IN DUTY. DANIEL WILL BE RESPONSIBLE TO HAVE MEN AVAILABLE FOR OFF HOUR COVERAGE. WHEN IT IS NECESSARY FOR HOURLY EMPLOYEES TO BE CALLED IN FOR UNSCHEDULED WORK FOR SHORT PERIODS OF TIME A MINIMUM OF THREE (3) HOURS WILL BE PAID.

(F) HIRING AND TERMINATING. THE CONTRACTOR HAS FULL AND COMPLETE CONTROL OVER THEIR EMPLOYEES AND THEIR JOB TENURE. EMPLOYEES WILL BE ASSIGNED TO WORK WITH THE CONCURRENCE OF THE OWNER AND WILL BE REMOVED FROM THE JOB-SITE WHEN REQUESTED BY THE OWNER, EXCEPT THAT IN BOTH INSTANCES THE CONTRACTOR WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

(G) ORIENTATION AND PREPARATION. THE CONTRACTOR WILL FURNISH PERSONNEL FULLY QUALIFIED IN THEIR CRAFT TO MAN JOB REQUIREMENTS AS DEMONSTRATED BY PRE-EMPLOYMENT TESTING AND CAREFUL SCREENING. WHERE SPECIALIZED SKILLS OR TRAINING ARE REQUIRED IN ADDITION TO THE NORMAL CRAFT, THE CONTRACTOR WILL MAKE EVERY EFFORT TO PROVIDE PERSONNEL WHO HAVE PREVIOUS EXPERIENCE IN THE PARTICULAR REQUIREMENT.

(H) SAFETY. THE OWNER AND CONTRACTOR AGREE TO COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT AS WELL AS ALL OTHER INDUSTRIAL SAFETY CODES AND REGULATIONS. THE CONTRACTOR AGREES TO COMPLY WITH THE OWNER'S SAFETY HANDBOOK AND SUPPLEMENTS THERETO. THE CONTRACTOR MAY SURVEY THE WORK CONDITIONS OF HIS EMPLOYEES AT HIS OWN EXPENSE AND IN A MANNER NOT TO CONFLICT WITH PRODUCTION ACTIVITIES OF THE OWNER.

HEALTH AND SAFETY LAWS. (I) ALL COSTS OF COMPLIANCE WITH THE WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ANY FEDERAL OR STATE REGULATION PROMULGATED IN ACCORDANCE WITH SAID ACT, AND WITH ANY SIMILAR FEDERAL OR STATE SAFETY AND HEALTH LEGISLATION OR REGULATION GOVERNING PERFORMANCE OF THE WORK; AND (II) COST OF ANY CITATION OR PENALTY WHICH MAY BE IMPOSED UPON CONTRACTOR PURSUANT TO ANY SUCH LEGISLATION TO THE EXTENT THAT SUCH CITATION OR PENALTY IS BASED UPON ANY ACT OR OMISSION OF THE OWNER OR OF ANY PERSON NOT SUBJECT TO CONTRACTOR'S CONTROL (INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS WITH RESPECT TO DESIGN OF

THE WORK AND DESIGN, CONSTRUCTION, MAINTENANCE, OR OPERATION OF ANY EXISTING FACILITY OF THE OWNER IN WHICH THE WORK IS TO BE PERFORMED). PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION SHALL RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR PAYMENT OF ANY CITATION OR PENALTY IMPOSED AS THE RESULT OF AN ACT OR OMISSION BY CONTRACTOR, OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS, IN VIOLATION OF THE ''SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION'' PROMULGATED UNDER THE AFORESAID ACT OR OF ANY SIMILAR REGULATION DIRECTLY APPLICABLE TO THE PERFORMANCE OF THE WORK BY CONTRACTOR.

(I) CONSTRUCTION EQUIPMENT, SMALL TOOLS AND SUPPLIES. THE OWNER WILL HAVE THE OPTION OF PROVIDING CONSTRUCTION EQUIPMENT, SMALL TOOLS AND SUPPLIES OR REQUESTING THE CONTRACTOR TO PROVIDE THEM. SHOULD THE CONTRACTOR BE REQUESTED TO PROVIDE OR PROCURE THESE ITEMS, THE TERMS AND CONDITIONS OF THE CONTRACT IN SECTION 4 (D) AND 4 (E) WILL APPLY.

RENTAL OF EQUIPMENT WILL BE AT RATES MOST ADVANTAGEOUS TO THE OWNER AFTER GIVING CONSIDERATION TO DISTANCE, AVAILABILITY AND CONDITION OF EQUIPMENT. EQUIPMENT RENTAL TERMS FOR CONTRACTOR OWNED EQUIPMENT ARE SET FORTH IN THE DANIEL CONSTRUCTION COMPANY SCHEDULE OF RENTAL EQUIPMENT.

(J) SHORT TERM PROJECTS. CRAFTSMEN REPORTING TO A SHORT TERM PROJECT WILL RECEIVE A \$20.00 PER DIEM ALLOWANCE FOR THE DURATION OF THE PROJECT. (FOR PROJECTS OF LESS THAN 2 DAY DURATION, 2 DAYS PER DIEM WILL BE PAID). SINCE THE PER DIEM REIMBURSEMENT IS INTENDED TO COVER MEALS, LODGING, AND TRANS-

PORTATION, NO SEPARATE MILEAGE ALLOWANCE IS AUTHORIZED.

ANY EMPLOYEE WHO QUILTS OR IS FIRED FOR CAUSE BY THE COMPANY DURING A SHORT TERM PROJECT IS NOT ENTITLED TO PER DIEM PAYMENTS FOR THE WEEK IN WHICH TERMINATION OCCURRED.

FOR THE PURPOSE OF THIS POLICY 'SHORT TERM PROJECTS' ARE DEFINED AS THOSE OF 30 CALENDAR DAYS OR LESS DURATION WHICH REQUIRE A PLANT SHUTDOWN FOR MODIFICATIONS OR REPAIRS OR THOSE WHICH REQUIRE ADDITIONAL PERSONNEL TO MEET SURGE MANPOWER REQUIREMENTS.

IN THE EVENT A JOB IS POSTPONED OR CANCELLED WITHOUT ADEQUATE TIME TO CONTACT PERSONNEL BEFORE SCHEDULED WORK TIME, COMPENSATION FOR EACH EMPLOYEE SHALL BE AS FOLLOWS:

1. FOUR (4) HOURS PAY PLUS MARKUP AS STATED IN SECTION 3(A).
2. TRAVEL BENEFITS. CONTRACTOR SHALL MAKE REASONABLE EFFORT TO CONTACT PERSONNEL IN ANY CIRCUMSTANCE.

(K) HOLIDAY POLICY. SALARIED PERSONNEL WILL OBSERVE ALL HOECHST HOLIDAYS WITH PAY. ALL HOURLY EMPLOYEES WILL OBSERVE HOECHST HOLIDAYS. IN ORDER TO COMPENSATE MAINTENANCE PERSONNEL FOR TIME WORKED DURING HOECHST FIBER'S HOLIDAYS, THE CRAFTSMEN WILL BE PAID TIME AND ONE-HALF FOR ALL HOURS WORKED ON AN EMERGENCY BASIS ON SCHEDULED HOLIDAYS. THE HOLIDAYS WILL BE THE CALENDAR HOLIDAYS AND ARE FURTHER DEFINED FROM 0700 HOURS TO 0700 HOURS.

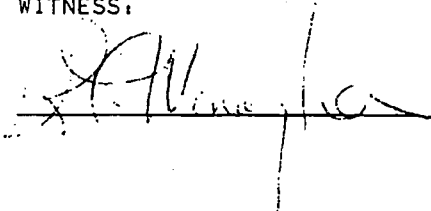
THE FOLLOWING NINE HOLIDAYS WILL BE OBSERVED EACH YEAR ON THEIR RESPECTIVE CALENDAR DAY, NOT ANY OTHER DAY RELATED TO THAT HOLIDAY: NEW YEAR'S-JANUARY 1ST, GOOD FRIDAY, MEMORIAL DAY - MAY 30TH,

INDEPENDENCE DAY - JULY 4TH, LABOR DAY - FIRST MONDAY IN SEPTEMBER,
THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY PRIOR TO CHRISTMAS -
DECEMBER 24TH, CHRISTMAS DAY - DECEMBER 25TH.

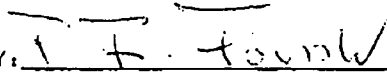
IT IS TO BE RE-EMPHASIZED THAT THIS PREMIUM PAY IS FOR
EMERGENCY AND UNSCHEDULED WORK ONLY. SHOULD ANY SCHEDULED WORK
BE MADE FOR THESE DAYS, THIS TIME WOULD BE EXEMPT FROM THIS POLICY.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS
CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS OR
REPRESENTATIVES AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

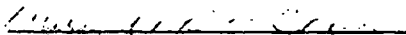
WITNESS:



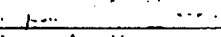
HOECHST FIBERS INDUSTRIES
DIVISION OF AMERICAN HOECHST CORP.

BY: 
DR. P. F. FOERSTER
V. P. OF HOECHST FIBERS DIVISION

WITNESS:



DANIEL CONSTRUCTION COMPANY
MAINTENANCE & MILLWRIGHT DIVISION

BY: 
JOHN A. WOOD
DIV. MGR. & ATTORNEY IN FACT

APPENDICES TO AGREEMENT

A = HOURLY RATES AND OVERTIME

B = SALARIES

C = HOME OFFICE RATES

D = TOOLS

E = SECRECY AGREEMENT

SEAY_HAMMETT000178

Effective July 7, 1975

WAGE PROGRESSION CHART FOR 1975
(Note 8)

GRADE (Note 7)	MECHANIC				CRAFTSMAN - (Note 5)				
	PLANT (Note 1)	CIVIL (Note 2)	E & I (Note 3)	UTILITY (Note 4)	LABOR	PIPE/WELD	CARP.	PAINTER	INSUL
A	6.50	6.50	6.50	6.50	-	6.50	-	-	6.50
B	5.90	5.90	5.90	5.90	-	5.90	6.05	-	5.90
C	5.30	5.30	5.30	5.30	-	5.30	5.30	5.30	5.30
D	4.80	4.80	4.80	4.80	-	4.80	4.80	4.80	4.80
E	4.30	4.30	4.30	4.30	-	4.30	4.30	4.30	4.30
F	3.80	3.80	3.80	3.80	-	3.80	3.80	3.80	3.80
G	-	-	-	3.25	3.25	-	-	-	-

- NOTE 1. Plant Mechanic is an employee trained in two or more crafts (Pipe/Welder/Millwright/Machinist/Sheet Metal).
2. Civil Mechanic is an employee trained in two or more crafts (Carp/Insulator/Painter).
3. E&I Mechanic is an employee trained in two or more crafts (Elec/Instr/Other).
4. Utility Mechanic is either a beginner in Plant, Civil or E&I with no previous schooling, or is an employee advanced from Labor pool (he can also be an equipment operator).
5. Craftsmen are employees not cross-trained, but are craftsmen in one craft.
6. Foreman rate is \$.75 above craft rate.
7. The rates for the above Grades "A" thru "G" are ranges; for example, a Grade "D" employee's range is from \$4.80 to \$5.30, Grade "C" is from \$5.30 to \$5.90.
8. A trainee will enter the program as a Grade "F" Mechanic (assuming he has no related training or experience). A minimum of six months later, after satisfactorily completing training, will be advanced to Grade "E" Trainee. From there his pay progression will generally follow the formula: $\text{Rate} = \text{Present Rate} + \frac{A - E}{4}$

Notation: Refer to Note 8. Change to "a trainee will enter the program as a grade "G" . . ."

SEAY_HAMMETT000179

Appendix 1

SCHEDULE OF WEEKLY SALARY RATES
FRINGE BENEFITS AND INCENTIVES FOR
PROJECT PERSONNEL

SALARIES:

Project Manager, Field	\$310-575
Maintenance Superintendent	\$325-475
Maintenance Supervisor	\$270-380
Office Manager	\$250-350
Engineer	\$250-370
Planners/Schedulers	\$240-350
Purchasing Agent	\$225-350
Timekeeper	\$210-300
Warehouseman	\$250-350
Clerical	\$140-220

FRINGE BENEFITS:

Vacation Only salaried personnel are given paid vacations each calander year. Eligible employees with less than 10 years company services earn 5/6 days vacation per month, and those with over 10 years service earn 1 1/4 days vacation per month. Vacation schedules will be approved by Owner. Vacation time allowed but not earned at employees termination will be deducted from employee's last salary check. Vacation time earned but not taken will be paid the employee upon his termination at Owner's job site.

Paid Holidays	New Years Day	Thanksgiving Day
	Good Friday	Friday Following Thanksgiving
	Memorial Day	Day Before Christmas
	July Fourth	Christmas Day
	Labor Day	

Holidays falling on Saturdays are taken on Friday preceding the holiday.

Sick Leave Salaried personnel will be paid for reasonable time lost due to sickness, but not to exceed two (2) weeks without the specific approval of Owner.

Appendix B

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APPENDIX B continued -

Transportation

The Owner will assign one vehicle to the Contractor Project Manager which use shall be restricted to the on-site administrative activities of this contract.

Holiday
Overtime

Pay Premium pay will be paid to all contract personnel required to perform unscheduled (call-in) work on an authorized holiday.

Example Calculation

	S	M	T	W	T	F	S	Total
A. Total Time Worked Per Day	-	8	8	8	8	13	-	45
B. Holiday "call-in" Time	-	-	-	-	-	13	-	13
C. Time Worked Over 40 Hrs/Wk	-	-	-	-	-	5	-	5

1. Total Hours Worked = A = 45
2. Straight Time Hours = A-(B+C)=45-(13+5)=27
3. Premium Time Hours = B+C = 13+5 = 18

Rate = \$6.00

Wages= \$6.00 X 27 = \$162.00
\$9.00 X 13 = \$117.00 Holiday "call-in"
\$9.00 X 5 = \$45.00 Overtime
\$324.00 Total Wages

Employees scheduled to work on holiday will not receive holiday "call-in" pay.

Appendix B

SEAY_HAMMETT000181

POSITION DESCRIPTION

GENERAL PROJECT ENGINEER

Salary: \$1,590.00 to \$2,300.00 per month

PRIMARY FUNCTION:

To administer, coordinate and control all activities relating to Maintenance and Engineering within the plant to obtain maximum effective utilization of all resources.

DUTIES AND RESPONSIBILITIES:

Because of the wide variety of problems and the broad scope of many assignments given to the Owners engineering and maintenance organization, the Project Engineer may be required to perform, as requested by the Owner, any or all of the following functions:

1. Assist Owner in the preparation of necessary industrial, mechanical, electrical and chemical engineering design, required for plant maintenance, construction, new installations and remodeling. This may be done by himself, others in his group under his supervision, or by others on sub-contract to the plant under his supervision.
2. Develop and administer building and facility improvement programs.
3. Support plant engineering cost control systems.
4. Estimate necessary facility and building costs.
5. Direct and supervise general mechanics or specialist, such as electricians, carpenters, sheet metal workers, machinists, janitors, laborers, etc.
6. Handle sub-contractor problems related to plant engineering projects.

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7. Aid in the disposal of surplus equipment.
8. Assist in maintaining good storeroom controls.
9. Participate in facility record keeping, including related maintenance costs.
10. Assure compliance with all control phases of plant work order system.
11. Participate in development and operation of Preventive Maintenance Program.
12. Analyze costs and report on required corrective action.
13. Develop and administer training programs for new employees and upgrading of incumbent employees.
14. Assist in formulation and review of procedures for Owner regarding air and water pollution to insure compliance with municipal, state, and/or federal laws.
15. Assist in administration of a maintenance related safety program.
16. Review and analyze costs of purchased utility services.
17. Perform other duties assigned by the Owner.

AUTHORITY

Within reasonable limits as indicated by Owner and established Daniel policies and procedures, authority is considered sufficient to discharge assigned responsibilities. This includes authority to hire, train and initiate personnel changes of subordinate employees, initiate maintenance improvement programs and establish work schedules for maintenance employees.

RELATIONSHIPS

Position requires cooperation and work with both management and operating personnel of the plant.

(2)

Appendix B

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A line relationship exists between the Project Engineer, his subordinates and his supervisor.

A staff relationship exists between the Project Engineer and other plant departments which requires mutual assistance and cooperation.

A special staff relationship exists between the Project Engineer, the Daniel Maintenance Manager, and Daniel Engineering in project administration, equipment selection, plant and ship layouts and other general engineering services necessary for efficient operation of the facility.

REPORTS TO

The Owners Central Facilities Area Engineer

APPENDIX C

SCHEDULE OF HOURLY RATES

FOR

HOME OFFICE EMPLOYEES FOR TIME DEVOTED TO PROJECT

Maintenance and Millwright Division

Project Manager	\$	17.50
Timekeeper		7.50

Daniel Engineers

Division Manager	37.00
Department Manager	31.00
Project Engineer	25.00
Senior Engineer	25.00
Engineer II	22.50
Engineer I	19.50
Estimator	19.50
Senior Designer	18.50
Designer	14.50
Senior Draftsman	13.00
Draftsman	11.00
Engineer Accountant	18.50
Clerical	7.00

Reasonable travel expenses of these personnel are reimbursable to Contractor, including cost of meals, lodging, telephone, incidentals, public transportation, Contractor's aviation, charges or automobile mileage at rate per mile paid to Daniel employees.

Appendix C

SEAY_HAMMETT000185

APPENDIX D (CON'T)

The Craftsmen will be required to furnish one of the following:

MACHINIST

Machinist Tool Chest
Vernier Caliper
General Protractor
Inside-Outside Spring Caliper
Divider Caliper
Telescope Gauges 1/32 - 6"
60° Center Gauge
Edge Finder
Thread Gauge
10" Tape
Scribe
Assorted Screw Drivers
Assorted Crescent Wrenches
Wire Snips
Combination Wrenches 1 set
Ball Peen Hammer
Tap Handles - 1 Small, 1 Large
Feeler Gauges
6" Scale
12" Scale
150 mm Scale
0 - 1", 1" - 2", 2" - 3"
Micro Set

SHEET METAL MECHANIC

Aviation Snips (right & Left hand)
Bulldog Snips
Screw Drivers - Assortment
Adjustable Wrench - 6", 8", 10"
Pliers, Channel-lock
Hammer, Sheet Metal Type
Hacksaw
Tape Rule, 6', 8', or 10'
Folding Rule - 6' or 8'
Tape Rule - 25', 50' or 100'
Dividers - 10" and 6"
Trammel Points - 1 set
Combination Square
Vice Grips
Turning Tongs
Torpedo Level

CARPENTER

2 Ft. Level
Claw Hammer
Tri-Square
Framing Square
Plumb Bob
Hand Axe
Brace
Set of Bits - 3/16" to 1"
Adjustable Bit (bores hole from
1-1/8 to 2-1/2")
Set of Wood Chisels 1/4" to 1-3/4"
Chalk Line
#8 or #10 Handsaw (for Framing)
#12 Handsaw (for finish work)
Nail Set
Crow Bar
Screw Drivers (Phillips & Straight)
Key-Hole Saw
Coping Saw
6 Ft. Folding Rule
50 Ft. Measuring Tape
Hand Plane
Block Plane (small)

Plumb Bob
Chalk Line
Allen Key - 1 set
Scratch Awl
Rivet Set - 3 sizes 0, 1, 2
Hand Grover (pipe)
Tap Handle
Open End Wrenches - 1/8" to 3/4"

Appendix D

SEAY_HAMMETT000186

APPENDIX D

The craftsmen will be required to furnish one of the following:

ELECTRICIANS

Leather Pouch
Electricians Skinning Knife
10" Adjustable Wrench w/insulated Handles
Channel Lock Pliers w/insulated Handles
Heavy Duty Diagonals w/insulated Handles
Pair long nose Pliers
Pair Lineman's Pliers
Electrician's Tool Belt
Fuse Puller
Crimping Pliers
Wedge Type Screwdriver
Tool Box
Ball Peen Hammer
12" Screwdriver
6" Screwdriver
1 ½" Screwdriver
6" Thin Blade Screwdriver
3" Thin Blade Screwdriver
6" Phillips Head Screwdriver
Set Allen Head Wrenches
½" to 9/16" Box Wrenches
3/8" to 7/16" Box Wrenches
Burnishing Tool
8" Adjustable Wrench
4" Adjustable Wrench
8" Screwdriver
2½" Long Screw Starter
5½" Long Screw Starter
9½" Long Screw Starter
Set Ignition Wrenches
10" Wedge Screw Holder
Midget Fuse Puller

MILLWRIGHTS

8" Adjustable Wrench
3" Screwdriver
10" Screwdriver
6" Phillips Screwdriver
Pair Channel Lock Pliers
Set Allen Wrenches
Pair 8" Diagonal Pliers
6 Ft. Folding rule
6" Scale
Torpedo Level
Feeler Gauge
Cotter Key Extractor
Ball Peen Hammer
Pry Bar
Hacksaw Frame
Line Level
Plumb Bob
Chisel and Punch Set
Pair Vise Grip Pliers
Set Combination Wrenches to 1½"
Dial Indicator
Set Calipers
Set Micrometers to 2"
Thread Gauge
Set Dividers
Packing Remover
Socket Set up to 1½"

SEAY_HAMMETT000187

APPENDIX D (CONT'D)

The Craftsmen will be required to furnish one each of the following:

AIR CONDITIONING MECHANIC

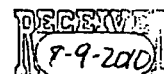
Leather Pouch
10" Adjustable Wrench w/insulated Handles
Channel Lock Pliers w/insulated Handles
Heavy Duty Diagonals w/insulated Handles
Pair Long Nose Pliers
Tool Box
Ball Peen Hammer
12" Screwdriver
6" Screwdriver
1½" Screwdriver
3" Thin Blade Screwdriver
6" Phillips Head Screwdriver
Set Allen Head Wrenches
8" Adjustable Wrench
4" Adjustable Wrench
5¼" Long Screw Starter
10" Screwdriver
Set Allen Wrenches
6' Folding Rule
Cotter Key Extractor
Hacksaw Frame
Pair Vise Grip Pliers
Set Combination Wrenches to 1½"
Set Calipers
Socket Set up to 1½"

Appendix D

SEAY_HAMMETT000188

EXHIBIT K

Form 4



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2009CP4008342

00167/015
DPC
MWH
AHC
LMB-001

Baxter Ray Ewing

vs.

AW Chesterton Company

Plaintiff

Defendant

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

RECEIVED
RICHLAND COUNTY
FILED
210 AUG -4 PM 10:02
JANETTE W. McBRIDE
CLERK OF COURT

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**

☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:

☒ See attached order;

☐ Statement of Judgment by the Court;

Dated at Columbia, South Carolina, this _____ day of _____, 2010.

PRESIDING JUDGE

This judgment was entered on the _____ day of _____, 2010, and a copy mailed first class this _____ day of August, 2010, to attorneys of record or to parties (when appearing pro se) as follows:

Christian Hancock Hartley

Steven Wayne Ouzts
Saunders Aldridge
William Peele Early
Dell Perkins Chappell
Ronald Brian Cox

Kevin A. Dunlap
Mark H Wall
Robert O. Meriwether
Moffatt G McDonald

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRPC APP-24/FORM 4

Jeanette W. McBride
Clerk of Court

RICHLAND COUNTY
FILED
2010 AUG - 2
IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
JEANNETTE W. MCBRIDE
C.C.P. & Q.S.
BAXTER RAY EWING AND KATE
EWING, Civil Action No. 09-CP-40-8342

Plaintiffs,

vs.

A.W. CHESTERTON COMPANY,
et al.,

Defendants.

ORDER GRANTING DEFENDANT
E. I. DU PONT DE NEMOURS
AND COMPANY'S
MOTION TO DISMISS

Defendant E. I. du Pont de Nemours and Company ("DuPont") moved this Court pursuant to Rule 12(b)(1), South Carolina Rules of Civil Procedure, to dismiss Plaintiffs' claims against DuPont for lack of jurisdiction because Plaintiffs' exclusive remedy is a claim under the South Carolina Workers' Compensation Act, over which the South Carolina Workers' Compensation Commission has exclusive jurisdiction. The central issue is whether Plaintiff Baxter Ray Ewing was a statutory employee of DuPont within the meaning of S.C. Code Ann. § 42-1-400.

A hearing on the motion was held on June 24, 2010. Michael W. Hogue, Esquire appeared for Defendant DuPont, and Gibbs C. Henderson, Esquire appeared on behalf of Plaintiffs. The Court reviewed the evidence of record, along with the motion and memoranda, and heard oral argument from counsel. For the reasons that follow, the court grants DuPont's motion to dismiss.

1
Mit

BACKGROUND

Mr. Ewing worked as a pipefitter at a DuPont facility in Camden, South Carolina, between 1972 and 1973. From 1979 to 1986, he worked as a pipefitter at a DuPont facility in Florence, South Carolina. While working at these two facilities, Mr. Ewing was directly employed by Daniel Construction Company ("Daniel"), a subcontractor hired by DuPont to perform certain work at the two facilities. Mr. Ewing claims he developed an asbestos-related injury related in part to exposure allegedly occurring while he worked for Daniel at the DuPont facilities.

DuPont maintained its own Construction Division to build, repair, and expand new and existing plants. DuPont, through its Construction Division, regularly hired contractors such as Daniel to assist DuPont in the construction, maintenance, repair, and upgrade of its facilities, including those in Camden and Florence. While working as a pipefitter at the Camden and Florence facilities, Mr. Ewing's duties included installing pipes and tying those new pipes into existing lines.

DuPont has been approved as a self-insurer under the South Carolina Workers' Compensation Act since March 1, 1949.

LAW/ANALYSIS

The question presented is whether Plaintiff Ewing – a direct employee of DuPont – was at the time of his injury on DuPont's site engaged in an activity that is a part of DuPont's "trade, business or occupation." S.C. Code § 42-1-400. Our supreme court has found that this legislation "is a protection of the employees of irresponsible contractors who do not provide workmen's compensation coverage for their employees, and prevents employers from escaping liability by doing through independent contractors what they would otherwise do through their

own employees." Adams v. Dawson-Paxon Co., 230 S.C. 532, 544, 96 S.E.2d 566 (1957). This is consistent with the fundamental recognition that the entire "concept of statutory employment is designed to protect the employee by assuring workmen's compensation coverage by either the subcontractor, the general contractor, or the owner if the work is a part of the owner's business." Parker v. Williams and Madjanik, Inc., 275 S.C. 65, 72, 267 S.E.2d 524, 528 (1980)(emphasis added).

Whether an individual is a statutory employee is not an issue of subject matter jurisdiction, but rather one of exclusive jurisdiction. Sabb v. S.C. State Univ., 350 S.C. 416, 567 S.E.2d 231 (2002). The legislature has determined that the Workers Compensation Commission shall have exclusive original jurisdiction of employee's work-related injury claims. Id. Rule 12(b)(1) by its terms refers to a motion to dismiss for "lack of jurisdiction over the subject matter." However, this court interprets the motion as one made pursuant to Rule 12(b)(6),¹ regardless of how the motion is labeled, the analysis remains the same.

In deciding whether an employee was doing something that was "part of the trade, business or occupation" of the owner, our supreme court has devised the following disjunctive inquiry: (1) whether the activity is an important part of the trade or business, (2) whether the activity is a necessary, essential and integral part of the business, or (3) whether the identical activity in question has been performed by employees of the principal employer. Glass v. Dow Chemical Co., 325 S.C. 198, 201, 482 S.E.2d 49, 51 (1997).

If the activity meets even one of these criterion, then the injured worker becomes a statutory employee of the owner within the meaning of the Workers Compensation Act.

¹ Certain decisions of the Court of Appeals continue to link Rule 12(b)(1) with the exclusivity doctrine, *see, e.g., Edens v. Bellonj.* 359 S.C. 433, 597 S.E.2d 863 (Cl.App. 2004) and *Poch v. Bayshire Concrete Products/S.C., Inc.*, 386 S.C. 13, 686 S.E.2d 689 (Cl.App. 2009), an aberration the court has itself noted. *Posey v. Proper Mold & Engineering, Inc.*, 378 S.C. 210, 223 n. 1, 661 S.E.2d 395 (Cl.App. 2008).

However, unless a court wishes to flee reality and be led down a rabbit hole of terminology it must remember that despite the three-fold test, "there is no easily applied formula", and "the guidepost is whether ... that which is being done is or is not a part of the general, trade, business or occupation of the owner." Abbott v. The Limited, Inc., 338 S.C. 161, 163, 526 S.E.2d 513 (2000) (quoting Hopkins v. Darlington Veneer Co., 208 S.C. 307, 311, 38 S.E.2d 4, 6 (1946)).

The Workers Compensation Act is remedial legislation, and any doubts² about coverage and jurisdiction should be resolved in favor of coverage. However, the Act must be construed as written and its words must not be manipulated in a manner so as to expand its jurisdictional reach. Brown v. Moorhead Oil, Co., 239 S.C. 604, 607, 124 S.E.2d 47 (1962). The "primary purpose of the Act is to protect the workman who actually does the work." Smith v. Fulmer, 198 S.C. 91, 15 S.E.2d 681 (1941).

When analyzing whether construction work is a part of a company's trade or business, South Carolina courts have stated that construction is a part of an owner's trade or business "[i]f . . . a business by its size and nature is accustomed to carrying on a more or less ongoing program of construction, perhaps having a construction division, or has handled its own construction in the past." Raines v. Gould, Inc., 288 S.C. 541, 545, 343 S.E.2d 655, 658 (Ct. App. 1986). See Parker v. Williams & Madjanik, Inc., 275 S.C. 65, 267 S.E.2d 524 (1980) (holding that developer was statutory employer of subcontractor employee involved in new construction where developer's partnership agreement stated that "constructing, altering, and repairing real property" was part of its business); MacMullen v. South Carolina Electric & Gas. Co., 312 F.2d 662 (4th Cir. 1963) (holding that defendant power company was statutory employer of subcontractor employee involved in new facility construction where power company's corporate charter authorized construction as part of company's business and where some of power

² Applying the law to the facts here, the court finds there is no doubt about the Act's coverage.

company's employees had been engaged in construction of new power generating facilities); *see also GE v. Cain*, 236 S.W.3d 579, 597 (Ky. 2007) (finding that the construction work performed by a contractor's employee was part of DuPont's business, and therefore DuPont was the worker's statutory employer).

Applying these standards to the specific facts in this case, the Court finds that Mr. Ewing was a statutory employee of DuPont pursuant to S.C. Code Ann. § 42-1-400. DuPont maintained a Construction Division for at least fifty years to build, construct, repair, and renovate new and existing facilities around the world. Through its Construction Division, DuPont hired Mr. Ewing's direct employer, Daniel, to assist in the construction, maintenance, repair, and upgrade of a number of its facilities, including those in Camden and Florence. During the time period at issue in this case, DuPont's Construction Division employed numerous employees, including superintendents, engineers, and safety supervisors who worked on the construction of new and existing facilities. To complete its projects, the Construction Division also regularly employed a variety of craft workers, including pipefitters, through contractors like Daniel. During various time periods, DuPont's direct employees have performed that same type of craft work, including pipefitting work. DuPont also planned and designed its own plants and processes through its Engineering Department's Design Division. In addition, during the time Mr. Ewing worked at DuPont's facilities in South Carolina, DuPont's corporate charter provided that the company's business objectives and purposes included the construction of plants and factories. During the time frame at issue in this case and for a period of more than fifty years, DuPont was engaged in the construction of new facilities and the upgrade and repair of existing facilities.

Based on a careful examination of the evidence presented and in consideration of South Carolina law, this Court finds that DuPont contracted with Mr. Ewing's direct employer, Daniel.

to perform work that was part of DuPont's trade or business. Mr. Ewing was therefore DuPont's statutory employee, and the South Carolina Workers' Compensation Commission has exclusive jurisdiction over Plaintiffs' claims against DuPont. Because Mr. Ewing's common law claims against DuPont are barred and arise under the exclusive jurisdiction of the South Carolina's Workers' Compensation Act, Mrs. Ewing's loss of consortium claims are barred as well. See *Lowery v. Wade Hampton Co.*, 270 S.C. 194, 198, 241 S.E.2d 556, 558 (1978). Accordingly, Plaintiffs' claims against DuPont must be dismissed.

CONCLUSION

Based on the foregoing, it is **ORDERED** that Defendant DuPont's motion to dismiss is **GRANTED**, and Plaintiffs' claims against DuPont are **DISMISSED**.

IT IS SO ORDERED.



D. Garrison Hill
Circuit Judge

July 29, 2010
Greenville, South Carolina

EXHIBIT L

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

C/A NO. 10-CP-29-855

PETE BUMGARDNER and
NANCYE BUMGARNDER,

Plaintiffs,

v.

ABB, INC. (sued individually and as
successor-in-interest to ITE IMPERIAL
CO. f/k/a ITE CIRCUIT BREAKER
COMPANY, et al.,

THE DEFENDANT DUKE ENERGY CAROLINAS LLC'S MOTION TO DISMISS

Pursuant to Rule 12(b)(1) of the South Carolina Rules of Civil Procedure, the Defendant Duke Energy Carolinas LLC, improperly named in this action as Duke Energy Corporation ("Duke Energy"),¹ moves the Court to dismiss the Plaintiffs' claims against Duke Energy for lack of subject matter jurisdiction. In support of this Motion, Duke Energy respectfully shows the Court that:

1. The Plaintiffs' claims against Duke Energy arise entirely out of Mr. Bumgardner's alleged work as a contractor employee in one Duke Energy facility in South Carolina.

2. The Plaintiff Peter Bumgardner claims to have worked as an electrician for a short time during construction of the Oconee Nuclear Station located in Oconee County, South Carolina. See Peter Bumgardner July 6, 2010 deposition, p. 95-96.

3. Duke Energy is and was at the time of the construction of the Oconee Nuclear Station an electric utility company, principally in the business of generating and delivering

¹ The term "Duke Energy" as used herein refers to Duke Energy Corporation or its predecessor Duke Power Company.

electricity to industrial, commercial, and residential costumers. The construction of power plants was an important part of Duke Energy's business. *See* Affidavit of Lane Freeze. Duke Energy could not generate or deliver electricity to its customers without power plants. *Id.*

4. Duke Energy's Articles of Incorporation at the time of the construction of Oconee Nuclear Station provided that the company's business objectives and purposes included the construction of power plants. *See* Affidavit of Lane Freeze and Exhibits A through H.

5. Duke Energy conducted an on-going program of construction of power plants for over 50 years, including the years of construction of Oconee Nuclear Station. *See* Affidavit of Lane Freeze.

6. Electrical work, including termination of electrical cables, was a necessary and integral part of the construction and operation of Oconee Nuclear Station and all other power plants. Without proper termination of cables, equipment in the plant could not have operated. The termination of cables, which connected equipment to control rooms and allowed electricity to flow to the equipment was and is essential to the operation of equipment in the plant. Oconee Nuclear Station, like Duke Energy's other power plants, could not have been built or operated without proper termination of cables. *Id.*

7. Duke Energy built Oconee Nuclear Station and other power plants using its own construction department and maintenance department employees, including its own electrician employees. Contractor electricians were brought in only occasionally, and in those instances were brought in to supplement Duke Energy's own workforce. Mr. Bumgardner's alleged work terminating cables during construction as an electrician was ordinarily performed by Duke Energy's own employees during the construction of Oconee Nuclear Station and other power plants. *See* Affidavit of Lane Freeze.

8. Consequently, Mr. Bumgardner qualifies as a "statutory employee" of Duke Energy under the South Carolina Worker's Compensation Act, S.C. Code Ann. § 42-1-400. South Carolina's workers' compensation laws therefore provide the Plaintiffs' exclusive remedy against Duke Energy.

The Defendant Duke Energy respectfully requests the Court to consider in ruling on this Motion, in addition to the pleadings, the deposition testimony of Peter Bumgardner filed herewith, the Affidavit of Lane Freeze file herewith, and the Memorandum of Law to be submitted in support of this Motion. To the extent required under the South Carolina Rules of Civil Procedure, the Defendant Duke Energy respectfully requests the Court to consider this Motion as a motion for summary judgment under Rule 56 of the South Carolina Rules of Civil Procedure.

WHEREFORE, the Defendant Duke Energy respectfully prays the Court to grant the following relief:

1. Dismiss the Plaintiffs' claims against Duke Energy Corporation with prejudice;
- and
2. Grant such other and further relief as the Court may deem just and proper.

This 22nd day of October, 2010.

Kevin A. Dunlap
Kevin A. Dunlap

OF COUNSEL:

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Mott G. McDonald
W. David Conner
Scott E. Frick
Haynsworth Sinkler Boyd, P.A.
75 Beattie Place, 11th Floor
Post Office Box 2048
Greenville, South Carolina 29602

This 22nd day of October, 2010.

Kevin A. Dunlap
Kevin A. Dunlap
Attorney for Defendant
Duke Energy Corporation

EXHIBIT M

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS

C/A NO. 10-CP-29-855

PETE BUMGARDNER and
NANCYE BUMGARDNER,

Plaintiffs

v.

ABB, INC. (sued individually and as
successor-in-interest to ITE IMPERIAL
CO. f/k/a ITE CIRCUIT BREAKER
COMPANY, et al,

Defendants.

ORDER GRANTING DEFENDANT
DUKE ENERGY CAROLINAS LLC'S
MOTION TO DISMISS

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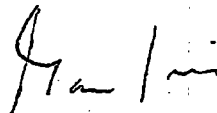
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OFFICE OF CLERK

Defendant Duke Energy Carolinas LLC, improperly named in the Complaint as Duke Energy Corporation, ("Duke Energy") moved this Court pursuant to Rule 12(b)(1) of the South Carolina Rules of Civil Procedure to dismiss the plaintiffs' claims against Duke Energy for lack of jurisdiction, on the grounds that the plaintiffs' exclusive remedy against Duke Energy is a claim under the South Carolina Workers' Compensation Act, over which the South Carolina Workers' Compensation Commission has exclusive jurisdiction.

The Court having reviewed Duke Energy's motion and the affidavit of Lane Freeze and exhibits supporting the motion; and the Court having determined that the plaintiffs do not oppose this order granting Duke Energy's motion to dismiss following a deposition of Lane Freeze confirming the facts set forth in the affidavit; and the Court having determined that Duke Energy's motion to dismiss should be granted;

It is hereby ORDERED that the defendant Duke Energy Carolinas LLC's motion to dismiss is GRANTED, and the plaintiffs' claims against Duke Energy Carolinas LLC are hereby DISMISSED WITH PREJUDICE.

IT IS SO ORDERED.



D. Garrison Hill
Circuit Judge

December 14, 2010

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	FOR THE SEVENTH JUDICIAL CIRCUIT
ANGELA D. KEENE, Individually and as	)	C/A No. 2013-CP-42-03915
Personal Representative of the Estate of	)	
DENNIS SEAY, Deceased, and LINDA	)	
SEAY,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
3M COMPANY., <i>et al.</i> ,	)	
	)	
Defendants.	)	

**DEFENDANT CNA HOLDINGS, LLC'S, SUPPLEMENTAL AND AMENDED MOTION
TO DISMISS FOR FAILURE TO STATE A CLAIM, OR IN THE ALTERNATIVE,
MOTION FOR SUMMARY JUDGMENT
BASED ON THE STATUTORY EMPLOYEE DOCTRINE**

COMES NOW, Defendant CNA Holdings, LLC, identified in the caption as "CNA Holdings, LLC (sued individually and as successor to Hoechst Celanese Corporation)" ("Hoechst Celanese" or "Defendant"), and hereby moves this Court for an Order dismissing Plaintiffs' claims against CNA, pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, or in the alternative, granting Summary Judgment, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, on the grounds that there are no material issues of fact and Hoechst Celanese is entitled to judgment as a matter of law.¹ Specifically, Plaintiffs' claims in this matter are barred under the statutory employee doctrine under South Carolina law.

In support of this Motion, Hoechst Celanese will show that Dennis Seay was a "statutory employee" of Hoechst Celanese in connection with his work at the Hoechst Celanese facility located in Spartanburg, South Carolina. Because Plaintiffs' claims against Hoechst Celanese are based solely on Mr. Seay's work at the Hoechst Celanese facility, Hoechst Celanese is

¹ CNA Holdings, LLC, previously filed its Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment Based on the Statutory Employee Doctrine on September 10, 2014.

entitled to a dismissal or summary judgment as a matter of law. Under South Carolina law, Plaintiffs' claims against Hoechst Celanese are limited to a workers' compensation claim under the South Carolina Workers' Compensation Law. See *Edens v. Bellini*, 359 S.C. 433, 445 (2004) (citing *Hancock v. Wal-Mart Stores, Inc.*, 355 S.C. 168; 584 S.E.2d 398 (2003) and *Neese v. Michelin Tire Corp.*, 324 S.C. 465, 478 S.E.2d 91 (1996), overruled on other grounds by *Abbott v. The Limited, Inc.*, 338 S.C. 161; 526 S.E.2d 513 (2000)). See S.C. Ann. §42-1-540. Accordingly, all claims against Hoechst Celanese in this action should be dismissed.

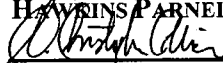
This Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment is based upon the following:

- (a) The pleadings filed by the parties to date;
- (b) The discovery and depositions on file with the Court, including any exhibits attached thereto; and
- (c) All other evidence properly before the Court at the time of the hearing on this Motion.

WHEREFORE, for the foregoing reasons, and for those enumerated in the memorandum filed concurrently herewith, Defendant CNA Holdings, LLC, respectfully requests that this motion be granted and for all other relief that justice requires in association with this motion.

This the 21st day of May, 2015.

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eshofner@hptylaw.com
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HAWKINS PARNELL THACKSTON & YOUNG LLP

E. Elaine Shofner
South Carolina Bar No. 100501
S. Christopher Collier
Georgia Bar No. 178307
(Admitted Pro Hac Vice)
Counsel for Defendant CNA Holdings, LLC,
identified in the caption as "CNA Holdings, LLC
(sued individually and as successor to Hoechst
Celanese Corporation)"

CERTIFICATE OF SERVICE

This is to certify that I caused the foregoing to be served by U.S. Mail addressed to counsel of record as follows:

*Theile B. McVey
1330 Laurel Street
P.O. Box 1476
Columbia, SC 29202
Counsel for Plaintiffs*

*Kevin Paul
3232 McKenney Avenue, Ste. 610
Dallas, TX 75204
Counsel for Plaintiffs*

This the 21st day of May, 2015.

HAWKINS PARNELL THACKSTON & YOUNG ^{LLP}



E. Elaine Shofner
South Carolina Bar No. 100501
S. Christopher Collier
Georgia Bar No. 178307
(Admitted Pro Hac Vice)
Counsel for Defendant CNA Holdings, LLC,
identified in the caption as "CNA Holdings, LLC
(sued individually and as successor to Hoechst
Celanese Corporation)"

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	FOR THE SEVENTH JUDICIAL CIRCUIT
DENNIS SEAY and LINDA SEAY,	)	C/A No. 2013-CP-42-03915
Plaintiffs,	)	
vs.	)	
3M COMPANY., <i>et al.</i> ,	)	<u>DEFENDANT CNA HOLDINGS, LLC'S,</u>
Defendants.	)	<u>MOTION TO DISMISS FOR FAILURE</u>
	)	<u>TO STATE A CLAIM, OR IN THE</u>
	)	<u>ALTERNATIVE, MOTION FOR</u>
	)	<u>SUMMARY JUDGMENT BASED ON</u>
	)	<u>THE STATUTORY EMPLOYEE</u>
	)	<u>DOCTRINE</u>

COMES NOW, Defendant CNA Holdings, LLC, identified in the caption as "CNA Holdings, LLC (sued individually and as successor to Hoechst Celanese Corporation)" ("Hoechst Celanese" or "Defendant"), and hereby moves this Court for an Order dismissing Plaintiffs' claims against CNA, pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, or in the alternative, granting Summary Judgment, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, on the grounds that there are no material issues of fact and Hoechst Celanese is entitled to judgment as a matter of law. Specifically, Plaintiffs' claims in this matter are barred under the statutory employee doctrine under South Carolina law.

In support of this Motion, Celanese will show that Dennis Seay was a "statutory employee" of Hoechst Celanese in connection with his work at the Hoechst Celanese facility located in Spartanburg, South Carolina. Because Plaintiffs' claims against Hoechst Celanese are based solely on Mr. Seay's work at the Hoechst Celanese facility, Hoechst Celanese is entitled to a dismissal or summary judgment as a matter of law. Under South Carolina law, Plaintiffs' claims against Hoechst Celanese are limited to a workers' compensation claim under

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the South Carolina Workers' Compensation Law. *See Edens v. Bellini*, 359 S.C. 433, 445 (2004) (citing *Hancock v. Wal-Mart Stores, Inc.*, 355 S.C. 168; 584 S.E.2d 398 (2003) and *Neese v. Michelin Tire Corp.*, 324 S.C. 465, 478 S.E.2d 91 (1996), overruled on other grounds by *Abbott v. The Limited, Inc.*, 338 S.C. 161; 526 S.E.2d 513 (2000)). *See* S.C. Ann. §42-1-540. Accordingly, all claims against Hoechst Celanese in this action should be dismissed.

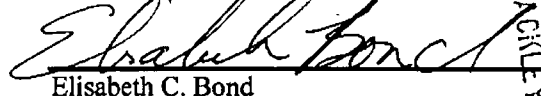
This Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment is based upon the following:

- (a) The pleadings filed by the parties to date;
- (b) The discovery and depositions on file with the Court, including any exhibits attached thereto; and
- (c) All other evidence properly before the Court at the time of the hearing on this Motion.

WHEREFORE, for the foregoing reasons, and for those enumerated in the memorandum filed concurrently herewith, Defendant CNA Holdings, LLC, respectfully requests that this motion be granted and for all other relief that justice requires in association with this motion.

This the 10th day of September, 2014.

HAWKINS PARNELL THACKSTON & YOUNG



Elisabeth C. Bond
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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

FOR THE SEVENTH JUDICIAL CIRCUIT

DENNIS SEAY and LINDA SEAY,

C/A No. 2013-CP-42-03915

Plaintiffs,

vs.

3M COMPANY., *et al.*,

Defendants.

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT CNA HOLDINGS, LLC'S,
MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM, OR IN THE
ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT BASED ON THE
STATUTORY EMPLOYEE DOCTRINE**

COMES NOW Defendant CNA Holdings, LLC, identified in the caption as "CNA Holdings, LLC (sued individually and as successor to Hoechst Celanese Corporation)" ("Hoechst Celanese" or "Defendant"), by and through its undersigned counsel, and files this Memorandum of Law in Support of its Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment Based on the Statutory Employee Doctrine in the above-captioned case, showing the Court as follows:

I. INTRODUCTION

Plaintiffs allege that Plaintiff Dennis Seay ("Mr. Seay") developed an asbestos-related disease due to his work with or around various asbestos-containing materials. Plaintiffs' claims against Hoechst Celanese are premised on allegations that Mr. Seay worked with or around asbestos-containing materials while working at the Hoechst Celanese facility in Spartanburg, South Carolina. Hoechst Celanese is filing herewith its Motion based on the grounds that Mr. Seay was a "statutory employee" of Hoechst Celanese when working at the Hoechst Celanese facility in Spartanburg. As discussed in detail *infra*, Plaintiffs' claims against Hoechst Celanese

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must be dismissed as Plaintiffs' exclusive remedy is a claim under the South Carolina Workers' Compensation Law (also referred to as the "South Carolina Workers' Compensation Act" or "South Carolina Workman's Compensation Act")¹.

II. STATEMENT OF FACTS

Plaintiffs allege that Mr. Seay worked with or around various asbestos-containing materials while employed at the following job sites: 1) Textile Shop/Black Menula/Bristol Metals Machine Shop in Spartanburg, South Carolina; 2) Hoechst/Celanese Fibers in Spartanburg, South Carolina; and 3) Precision Bearing in Spartanburg, South Carolina. (See Ex. A: Pl. First Amended Work History Sheet) Mr. Seay was deposed in this case on November 20, 2013, and January 16-17, 2014. (See Ex. B: Seay 11/20/13 Dep.; Ex. C: Seay 01/16/14 Dep.; Ex. D: 01/17/14 Video Dep) During his deposition, Mr. Seay offered testimony regarding the various ways in which he believed he worked with or around asbestos-containing materials throughout his lifetime.

Relevant to the instant motion, Mr. Seay testified that he worked at Hoechst Celanese for Daniel Construction Company ("Daniel") from 1969 until about 1978. (Ex. B at 17:5-22, 40:19-21, 42:19-23) Mr. Seay's Social Security Statement of Earnings suggests, however, that Mr. Seay did not begin working for Daniel until the third quarter of 1971.² (See Ex. E: Social Security Statement of Earnings) Regardless of the exact dates of his employment, Mr. Seay was initially employed by Daniel as a millwright helper and, after a few months, began working as a millwright. (Ex. B at 17:8-11; Ex. D at 25:13-23) Mr. Seay was a Daniel employee during the

¹ The South Carolina Workers' Compensation Law was formerly referred to as the South Carolina Workman's Compensation Act. The law has been previously codified as: 1962 Code § 72-1; 1952 Code § 72-1; 1942 Code § 7035-1; 1936 (39) 1231; and 1982 Act No. 303. Pursuant to S.C. Code Ann. § 42-1-10 (2013), the title is now to be known and cited as "The South Carolina Workers' Compensation Law". All references in the title to "workmen's compensation" shall mean "workers' compensation".

² Even though there is a discrepancy as to the actual dates Mr. Seay was employed by Daniel, this does not create a genuine issue of material fact for purposes of this Motion as the legal analysis remains the same.

entire time that he worked at the Hoechst Celanese facility. (*Id.*) As a millwright, Mr. Seay was responsible for repairs and preventive maintenance work on equipment at Hoechst Celanese. (Ex. B at 17:24-18:3; 39:13-17, 55:14-17; Ex. C at 182:20-183:9) While Mr. Seay was employed by Daniel, he received his daily job duties directly from a Hoechst Celanese supervisor or from a Daniel "lead man" who received instructions from a Hoechst Celanese supervisor. (See Ex. B. at 21:1-3 at 42:19-43:2, 44:4-45:5)

Daniel was the exclusive maintenance provider at the Hoechst Celanese facility. (See Ex. B at 21:6-10) Hoechst Celanese did not have its own maintenance or construction division at the time Mr. Seay worked at the facility. (Ex. B at 21:1-3; Ex. D at 67:2-67:11) All maintenance work at the facility was performed by Daniel employees. (Ex. B at 20:14-25; Ex. D at 67:8-68:2) However, all supplies for maintenance work were provided by Hoechst Celanese. (See Ex. B at 29:5-19)

The Hoechst Celanese facility manufactured synthetic fibers and resins. (Ex. B at 13-21) The equipment Mr. Seay worked on, such as pumps, valves, and gear boxes, were used in connection with the process lines used in the operation of the facility. (Ex. B at 63:18-65:22; Ex. C at 179:6-8) Mr. Seay testified that the process lines were vital to the operation of Hoechst Celanese's business. (Ex. C at 179:6-12, 182:3-6) Likewise, Mr. Seay further testified that each piece of equipment in the facility was essential to the manufacturing operation. (Ex. C at 190:35-191:3) The repairs and preventive maintenance work that he performed were necessary to the continued operation of the facility. (Ex. D at 76:23-77:6; Ex. C at 184:19-184:22) Likewise, the parts and supplies that Mr. Seay used in order to allow him to make repairs to equipment were essential to the continued operation of the facility. (Ex. D at 77:10-16)

The testimony of other witness deposed in this case mirrors that of Mr. Seay's. In particular, Plaintiffs offered Ronnie Thompson, a former co-worker of Mr. Seay, for deposition on June 27, 2014.³ Mr. Thompson testified that he worked with Mr. Seay at the Hoechst Celanese facility from 1973 until 1975. (Ex. F, Thompson 06/27/14 at 17:4-24) Mr. Thompson confirmed that Daniel employees performed all of the maintenance work in the facility at that time. (Ex. F at 98:5-12) Mr. Thompson testified that the purpose of Daniel's maintenance was to ensure that Hoechst Celanese's production lines remained operational. (Ex. F at 97:6-9) Mr. Thompson also agreed that keeping production lines operating was important to Hoechst Celanese's manufacturing business. (Ex. F at 97:19-21)

It is undisputed that the maintenance work performed by Daniel employees, such as Mr. Seay, was a necessary, essential, and integral part of Hoechst Celanese's business. (See Ex. C at 184:23-185:2, Ex. G: at 21:12-18, and Ex. G: B. Bowyer Aff, ¶7) It was essential for Hoechst Celanese to have maintenance workers on site to maintain, repair and replace equipment. (Ex. G, ¶ 5) The maintenance of equipment and the upkeep of production lines was a regular ongoing part of Hoechst Celanese's operations. (Ex. G, ¶ 7) Without the ongoing maintenance performed by Daniel employees, the Hoechst Celanese facility would not have been able to properly function; thus, it would have not been able to consistently produce products to sell. (See Ex. C at 184:23-185:2; Ex. F: at 21:12-18; Ex. G, ¶ 7)

During the relevant time period, Hoechst Celanese was contractually obligated to reimburse Daniel for workers' compensation insurance for Daniel's employees. (Ex. G, ¶ 9) The maintenance work that Daniel employees provided to Hoechst Celanese was valuable to

³ Two other fact witnesses were deposed in this case, Jack Blanton and James Gantt. However, neither gentleman knew Mr. Seay nor did they work at the Hoechst Celanese facility located in Spartanburg, South Carolina.

Hoechst Celanese, such that in later years Hoechst Celanese directly hired Daniel's maintenance employees. (Ex. F at 98:8-99:8; Ex. G, ¶ 10)

III. ARGUMENT AND AUTHORITY

A. South Carolina Workers' Compensation Law.

The South Carolina Workers' Compensation Law provides the exclusive remedy for employees injured in the course of their employment and for their beneficiaries. *See* S.C. Code § 42-1-540. An employee who is within the scope of the Workers' Compensation Act cannot maintain a tort action for personal injury against his employer. *See* S.C. Code § 42-1-540; *see, e.g., Harrell v. Pineland Plantation, Ltd.*, 337 S.C. 313, 325, 523 S.E.2d 766, 772 (1999). South Carolina courts have held that this rule extends to workers who may not be directly employed by the employer but are considered "statutory employees" of an owner or an "upstream" employer who has contracted with an independent contractor. *Voss v. Ramco, Inc.*, 325 S.C. 560, 567, 482 S.E.2d 582, 585 (S.C. App. 1997). This rule is codified in the South Carolina Code as follows:

when any person, in this section and §§ 42-1-420 and 42-1-430 referred to as 'owner' undertakes to perform or execute any work which is part of his trade, business or occupation and contracts with any other person (in this section and §§ 42-1-420 to 42-1-450 referred to as 'subcontractor') for the execution or performance by or under such subcontractor of the whole or any part of the work undertaken by such owner, the owner shall be liable to pay to any workman employed in the work any compensation under this Title which he would have been liable to pay if the workman had been immediately employed by him.

S.C. Code Ann. § 42-1-400 (1985).

To obtain the protections afforded by the South Carolina Workers' Compensation Law, a company must (1) subscribe to approved insurance coverage, or (2) receive permission from the South Carolina Workers' Compensation Commission to self-insure the risk. *See* S.C. Code § 42-5-20. The South Carolina Supreme Court has found that the legislation "is a protection of the

employees of irresponsible contractors who do not provide workmen's compensation coverage for their employees, and prevents employers from escaping liability by doing through independent contractors what they would otherwise do through their own employees." *Adams v. Dawson-Paxon Co.*, 230 S.C. 532, 545, 96 S.E.2d 566, 572 (1957). This is consistent with the fundamental recognition that the entire "concept of statutory employment is designed to protect the employee by assuring workmen's compensation coverage by either the subcontractor, the general contractor, or the owner if the work is part of the owner's business." *See., e.g., Ex. H, Order Granting DuPont's Mot. To Dismiss in Ewing v. A.W. Chesterton Co., et al.*, citing *Parker v. Williams and Madjanik, Inc.*, 275 S.C. 65, 72, 267 S.E.2d 524, 528 (1980)(emphasis added).

B. The Determination as to Whether a Worker is a "Statutory Employee" is a Jurisdictional Question Which Should Be Decided by the Court.

The determination of whether an employer-employee relationship exists is a jurisdictional question. *Glass v. Dow Chem. Co.*, 325 S.C. 198, 201-202, 482 S.E.2d 49, 51 (1977); *Posey v. Proper Mold & Eng'g, Inc.*, 378 S.C. 210, 216, 661 S.E.2d 395, 398 (Ct. App. 2008). A worker's employment status, as it affects jurisdiction, is a matter of law for decision by the court, and any dispute in the facts giving rise to this issue should be resolved by the court, not a jury. *Wheeler v. Morrison Mach. Co.*, 313 S.C. 440, 442, 438 S.E.2d 264, 265 (Ct. App. 1993). Accordingly, the court may consider affidavits and other evidence outside the pleadings in a jurisdictional dispute without converting the motion into one for summary judgment. *Posey v. Proper Mold & Eng'g, Inc.*, 378 S.C. 210, 216, 661 S.E.2d 395, 398 (Ct. App. 2008).

South Carolina courts have set forth the following tests to determine whether the activity of an employee of a subcontractor is sufficient to make him a "statutory employee":

- (1) The activity of the subcontractor is an important part of the owner's trade or business,

- (2) The activity performed by the subcontractor is a necessary, essential, and integral part of the owner's business; *or*
- (3) The identical activity performed by the subcontractor has been performed by employees of the owner.

Voss, 482 S.E.2d at 586 (citing *Smith v. T. H. Snipes & Sons, Inc.*, 306 S.C. 289, 411 S.E. 2d 439, 440 (1991)); *Edens v. Bellini*, 359 S.C. 433, 443, 597 S.E.2 863, 868 (S.C. Ct. App. 2004) (citing *Boone v. Huntington and Guerry Elec. Co.*, 311 S.C. 550, 430 S.E.2d 507 (1993)); *Riden v. Kemet Elec. Corp.*, 313 S.C. 261, 437 S.E.2d 156 (1993); *Meyer v. Piggly Wiggly No. 24, Inc.*, 338 S.C. 471, 473, 527 S.E.2d 761, 763 (2000) (holding there are three tests used to determine whether an employee was "engaged in an activity that is part of the owner's trade, business, or occupation"); *Revels v. Hoechst Celanese Corp.*, 301 S.C. 316, 318, 391 S.E.2d 731, 732 (1990) (finding the test used to determine if one is a statutory employee is "whether or not [the work] being done is or is not a part of the general trade, business or occupation of the owner.")). "If any one of these tests is satisfied, the injured worker is considered the statutory employee of the owner." *Voss* at 567 (citing *Riden*, 427 S.E. 2d at 156-158) (emphasis added). "Any doubts as to a worker's status are to be resolved in favor of coverage under the Act." *Id.*

C. South Carolina Courts Have Found Employees of Subcontractors Hired to Perform Maintenance Work "Statutory Employees."

South Carolina courts have applied the three tests to cases involving maintenance work and have repeatedly concluded that because maintenance is a necessary, essential, and integral part of the business, employees of subcontractors hired to perform maintenance work were "statutory employees." For example, in *Smith*, T.H. Snipes & Sons hired a self-employed welder to repair a metal shearing machine used in Snipes' business. *Smith v. T. H. Snipes & Sons, Inc.*, 306 S.C. 289, 411 S.E. 2d 439, 440 (1991). During the course of repairing the machine, the welder was fatally injured. *Id.* The welder had previously obtained worker's compensation

insurance for himself, and his beneficiaries elected to receive benefits under his coverage as provided under the South Carolina Workers' Compensation Act. *Id.* at 290. Subsequently, the personal representative of the welder filed a negligence action against Snipes. *Id.* The trial court granted summary judgment in favor of Snipes, concluding that the welder was a statutory employee and that subject matter jurisdiction rested exclusively with the South Carolina's Workers' Compensation Commission. *Id.* at 291. The South Carolina Supreme Court affirmed. In reaching its decision, the Court found that the nature of the work being performed by the welder was an integral part of Snipes's operations, without which Snipes's operation could not function. *Id.* at 292. Also, at the time of his fatal injury, the welder was engaged in work which was an essential part of the trade, business or occupation of Snipes. *Id.*

Similarly, in *Gentry v. Milliken & Co.*, 307 S.C. 235, 414 S.E.2d 180 (1992), a contractor's employee was killed while installing scouring machinery at a textile mill. The employee's personal representative was barred from bringing a wrongful death action "by the exclusive remedy provisions of the South Carolina Workers' Compensation Act" because Gentry was Milliken's statutory employee. *Id.* at 235. The Court found that the employee was a statutory employee of the textile mill because the machine was an integral part of Milliken's general trade. *Id.* at 237, 414 S.E.2d at 182.

Likewise, in *Marchbanks v. Duke Power Company*, 190 S. C. 336, 2 S.E.2d 825 (1939), Duke Power Company hired a subcontractor to paint its utility poles. An employee of the subcontractor was injured on the job and filed an action against Duke Power. *Id.* at 834. Among other things, Duke Power raised a defense that the Workman's Compensation Act was the plaintiff's sole and exclusive remedy for the injuries he may have suffered. *Id.* at 834. After hearing the matter, a circuit court judge held that the plaintiff could not maintain his action and

“dismissed the complaint without prejudice to the right of the plaintiff to claim under the Workmen’s Compensation Act.” *Id.* at 834. On appeal, the Supreme Court of South Carolina agreed that the plaintiff/employee was a statutory employee of Duke Power because Duke Power could not carry on its business if its utility poles were not kept in sound condition. *Id.* at 837. The Court also noted that the plaintiff/employee was engaged in work “which [was] a part of the trade, business or occupation” of Duke Power. *Id.*

Another example involves an asbestos abatement contractor. In *Wheeler v. Morrison Machinery Co.*, 313 S.C. 440, 438 S.E.2d 264 (1993), a textile company retained an asbestos removal contractor to remove and dispose of asbestos as part of the plant’s ongoing maintenance program. *Id.* at 265-266. Testimony made clear that the maintenance program was necessary to producing quality fabric to be sold, and it was impossible to perform maintenance in certain areas without removing asbestos. *Id.* at 266. The court therefore concluded that the maintenance work, including the asbestos removal, was a necessary part of the plant owner’s trade, business, or occupation. *Id.* at 266. Evidence demonstrating that direct plant employees also engaged in asbestos removal from time to time bolstered the court’s conclusion that the plaintiff, a worker of the contractor who was injured at the job, was a “statutory employee.” *Id.* Therefore, the court held that the plaintiff’s recovery was limited to workers’ compensation benefits. *Id.* at 265.

The above-referenced cases are not an exhaustive list of instances where courts have found maintenance workers to be statutory employees of a premises owner. *See, e.g., Bell v. Elec. & Gas Co.*, 234 S.C. 577, 109 S.E.2d 441 (1959) (finding that a worker transferring an owner electric company’s power and transmission lines to new poles was a statutory employee). South Carolina courts have also found workers who were performing other work that was part of an ongoing program to be statutory employees when the owner’s “business by its size and nature

[was] accustomed to carrying on a more or less ongoing program". *See., e.g. Rains v. Gould, Inc.* 288 S.C. 541, 545, 343 S.E.2d 655, 658 (Ct. App. 1986).

D. Mr. Seay was a "Statutory Employee" of Hoechst Celanese.

Applying the aforementioned standards to the instant case, it is clear that Mr. Seay was a statutory employee of Hoechst Celanese. Mr. Seay was a maintenance millwright. His daily work involved performing ongoing maintenance and repairs to equipment and process line systems in the Hoechst Celanese facility. *See* Ex. B at 17:24-18:3; 39:13-17; 55:14-17; 63:18-65:22; Ex. F at 22:19-23:13. It is undisputed that this work was a vital and important part of Hoechst Celanese's business. *See* Ex. F at 97:19-21; Ex. C at 179:6-12, 182:3-6. As was true in *Wheeler*, maintenance and repair of the equipment was necessary to the continued production of the materials manufactured at the Hoechst Celanese facility. *See* Ex. F at 97:19-25; Ex. D at 76:23-77:6; Ex. C at 184:19-184:22. Because of its size and the nature of its business, the Hoechst Celanese facility required ongoing maintenance. The mass production of synthetic fibers and resins required numerous pieces of equipment and piping systems to run properly and efficiently. *See* Ex. G ¶ 6.

The maintenance work that Daniel employees, such as Mr. Seay, performed was a necessary, essential, and integral part of Hoechst Celanese's business. *See* Ex. G ¶ 7. The manufacturing process demanded a great deal of ongoing maintenance, repair, refurbishing, and/or installation and removal of equipment, machinery and pipelines. *See* Ex. G ¶ 3. It was essential for Hoechst Celanese to have maintenance workers on site to maintain, repair and replace equipment. *See* Ex. G ¶ 5. Without the ongoing maintenance, Hoechst Celanese would not have been able to produce polyester and other materials of the necessary quality and quantity. *See* Ex. G ¶ 5.

Hoechst Celanese has always required maintenance workers. *See* Ex. G ¶ 6. During the time Mr. Seay worked at the Hoechst Celanese facility, the maintenance workers were Daniel employees. In later years, Hoechst Celanese directly hired some Daniel mechanics as Hoechst Celanese personnel. *See* Ex. F, 98:5-99:4; Ex. G ¶ 9.

In short, Mr. Seay's work as a maintenance millwright at Hoechst Celanese meets all three tests: (1) the ongoing maintenance work Mr. Seay performed was "an important part of [Hoechst Celanese's] trade or business;" (2) the ongoing maintenance was a "necessary, essential, and integral part of [Hoechst Celanese's] business;" and (3) the maintenance work has been performed by [Hoechst Celanese's] employees. *See* Ex. C at 185:2-186:16; Ex. F at 20:15-16; Ex. G ¶ 7. If even one of these tests is met, then Mr. Seay must be considered to be a "statutory employee" of Celanese under the extensive case law established by the South Carolina courts. *See, e.g. Voss*, 482 S.E.2d at 586. In addition, any doubt is to be resolved in favor of coverage under the South Carolina Workers' Compensation Law. *See, e.g., Id.; Revels*, 301 S.C. at 318. Further, Hoechst Celanese should be afforded protection under the South Carolina Workers' Compensation Law as it maintained adequate workers' compensation insurance.

This Court has heard several Motions to Dismiss based on the "statutory employee defense" in cases with similar fact patterns. *See, e.g., Ex. H, Order Granting Mot. To Dismiss in Ewing v. A.W. Chesterton Co., et al.* (the court found a pipefitter assisting with maintenance and construction was a statutory employee because his work was part of the owner's trade or business); *see also* Exs. I and J, respectively, Duke Mot. To Dismiss and Order Granting Duke's Motion in *Bumgardner v. ABB, Inc., et al.*

For example, in *Ewing*, a plaintiff was employed by Daniel and worked as a pipefitter at a DuPont facility. *See* Ex. H, p. 2. The plaintiff's duties included installing pipes and tying those

new pipes into existing lines. *Id.*, p. 2. Similar to Hoechst Celanese, DuPont's business was manufacturing various synthetic fibers. DuPont hired contractors like Daniel to assist in the maintenance, repair and upgrades at its facility. *Id.*, p. 5. This is the precise situation in the instant case. Because this Court found the plaintiff in *Ewing* to be a statutory employee of DuPont, it should make the same finding with respect to Mr. Seay in the instant case.

E. Because Mr. Seay was a "statutory employee" of Hoechst Celanese, Plaintiffs' claims are limited to a workers' compensation claim under the South Carolina Workers' Compensation Law, and this action should be dismissed as to Hoechst Celanese.

The South Carolina Industrial Commission has exclusive jurisdiction over workers' compensation claims. *See* S.C. Code Ann. § 42-1-540 (1985). Because Mr. Seay was a statutory employee of Hoechst Celanese in connection with his work at the Hoechst Celanese facility in Spartanburg, his claims concerning alleged injuries arising from work at the facility are limited to a workers' compensation claim. Thus, this case should be dismissed as to Hoechst Celanese because it is barred by the exclusive remedy provisions of the South Carolina Workers' Compensation Law. *Gentry*, 307 S.C. at 236. This Court lacks jurisdiction over Mr. Seay's workers' compensation claim, as jurisdiction for such an action rests exclusively with the Workers' Compensation Commission. *See, e.g., Wheeler, Co.*, 438 S.E.2d at 265-266. Further, because Mr. Seay's common law claims against Hoechst Celanese arise and are likewise barred under the exclusive jurisdiction of the South Carolina's Workers' Compensation Law, Mrs. Seay's loss of consortium claims are barred as well. *See Lowery v. Wade Hampton Co.*, 270 S.C. 194, 198, 241 S.E.2d 556, 558 (1978).

CONCLUSION

As a millwright performing maintenance and repairs required to maintain equipment and produce quality products, Mr. Seay was performing work that was necessary and integral to

Hoechst Celanese's business. Consequently, Mr. Seay was a "statutory employee" of Hoechst Celanese in connection with his work at the Hoechst Celanese facility in Spartanburg. Plaintiffs' claims and recovery are therefore limited to a workers' compensation claim under the South Carolina Workers' Compensation Law. Accordingly, Hoechst Celanese's Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment Based on the Statutory Employee Doctrine should be granted, and this case should be dismissed as to Hoechst Celanese.

This the 10th day of September, 2014.

HAWKINS PARNELL THACKSTON & YOUNG ^{LLP}


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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
D. Garrison Hill, Circuit Court Judge

Case No. 2013-CP-42-03915

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SC Court of Appeals

Angie Keene, Individually and as Personal
Representative of the Estate of Dennis Seay, Deceased,
and Linda Seay, ... Respondents,

v.

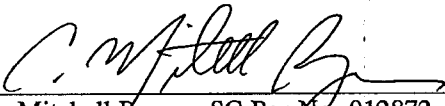
CNA Holdings, LLC, ... Appellant.

NOTICE OF APPEAL

CNA Holdings, LLC ("Appellant") appeals the order of the Honorable D. Garrison Hill denying post-trial motions dated January 8, 2016 and file stamped January 13, 2016 (see attached). Appellant received written notice of entry of this order on January 13, 2016. Appellant also appeals the other orders attached hereto which are the Form 4 judgment filed October 16, 2015; the Order styled "Due Process Post-Trial Review of Punitive Damages Award," filed October 19, 2015; and the Order filed July 28, 2015.

Signature Page Attached

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Attorneys for Respondents

Attachment
(Order Denying Post-Trial Motions filed 01/13/2016)

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maintaining pumps, valves, condensers, and other equipment, which brought him into contact with asbestos gaskets, packing, and insulation materials at Celanese.

The uncontradicted evidence showed that Mr. Seay's only source of asbestos exposure was his work at Celanese. The exposure testimony came from Mr. Seay, who was deposed in a videotaped deposition prior to his death, and Mr. Seay's co-worker, Ronnie Thompson. Mr. Thompson worked side-by-side with Mr. Seay at Celanese from 1973 to 1975.

Celanese does not dispute that asbestos insulation, gaskets, and packing were used at its plant in the 1970s. There were "miles and miles of steam lines" at the Celanese plant. All of the steam lines and Dowtherm pipelines at Celanese were insulated with asbestos insulation. Celanese continued to use asbestos insulation until 1973, and asbestos insulation remained on many pipes and pieces of equipment throughout the 1970s.

Mr. Seay had to tear off a lot of exterior pipe insulation in order to access the equipment he needed to repair. Mr. Thompson estimated that they had to remove insulation about 50% of the time. The pipes were insulated all the way up to the flange connection, and the insulation covered the nuts and bolts on the equipment. Mr. Seay had to tear, chisel, saw, and brush the asbestos insulation off in order to get a wrench onto the nut to loosen the flange. He had to tear back the insulation just to change a gasket. The testimony established that it was dusty when Mr. Seay tore off asbestos pipe insulation, and that Mr. Seay had to clean up his work area after he removed the insulation.

In addition to his exposure through tearing off insulation, Mr. Seay sometimes worked around the insulators when they were installing insulation. When they were working on the same line, Mr. Seay would be within 10 feet of the insulators. There was dust generated by the insulators' work. It was a daily occurrence for him to be around the dust from pipe insulation

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used by the insulator group. Most of the plant had grated floors and a vacuum fan system that drew air upwards, so if insulators were working on lower floors he would get a dose of asbestos insulation dust.

There were gaskets on most of the equipment that Mr. Seay maintained at Celanese. Every time Mr. Seay and Mr. Thompson worked together, they replaced gaskets. They both were able to identify asbestos gaskets and provided testimony that asbestos gaskets were used on the majority of pumps and valves at Celanese.

Mr. Seay usually had to make flange gaskets from sheet gasket material. He testified that all of the sheet gaskets he worked with were asbestos. He identified four brands of asbestos-containing sheet gaskets, including John Crane. The evidence showed that Mr. Seay cut John Crane asbestos sheet gaskets once or twice a week throughout the entire nine years of his employment at Celanese. One of the styles of John Crane asbestos gaskets used by Mr. Seay contained crocidolite asbestos, the most potent type of asbestos fiber.

When Mr. Seay was assigned to cut asbestos sheet gaskets, he would spend four to six hours cutting out a large supply because they used so many of them. Either Mr. Seay or another millwright had to cut gaskets once or twice a week. Sometimes it would take 30 or 40 minutes to cut out a gasket. Cutting gaskets from asbestos sheet gasket material was dusty.

When Mr. Seay removed gaskets, he usually had to scrape and work to get the gasket off. He had to scrape out the gaskets about 95% of the time because he was generally working on hot systems. He used a putty knife, wire brushes, and drill motors, depending on how badly the gasket was stuck. It would sometimes take at least an hour or longer to remove the gasket and clean the flange. There was "a whole lot of dust" created from the process of removing a gasket from a pump or valve.

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Mr. Thompson testified that every time Mr. Seay worked on the vacuum condensers, he had to remove and install a new gasket. Mr. Seay cleaned out a condenser about once a week. All the gaskets on the condensers were asbestos-containing. Mr. Seay cut John Crane asbestos sheet gaskets every time he had to replace a gasket on a condenser. Cutting the sheet gaskets created visible dust that Seay breathed. After he cut the sheet gaskets, Mr. Seay had to clean up his work area.

There were thousands of valves at the Celanese Spartanburg plant. Mr. Seay worked on valves once or twice a day, which he characterized as "pretty often." On valves, there were two asbestos gaskets on the flanges and one on the valve bonnet. There were about two-hundred pumps at Celanese. He worked on pumps and gearboxes, respectively, about once every week or two on average. There were times when he worked on the same pump or valve more than once.

Mr. Seay also worked in close vicinity to other millwrights when they were changing asbestos gaskets and packing on valves and pumps. He said it got "pretty dusty" when a lot of gasket and insulation repairs were going on at the same time.

Mr. Seay routinely worked with asbestos packing on valves, pumps, and degassers. Mr. Seay used square packing and rope packing, and it all had asbestos in it. When Mr. Seay removed the packing from a valve or pump, he used a screw-type tool or a packing puller. When he removed the old packing, it was often brittle and dried out. He used compressed air to completely remove all the old packing from the valve stem. It would take Mr. Seay about an hour or an hour-and-a-half for the whole process—remove the insulation, replace the packing, and clean up his work area. The removal of asbestos packing created dust.

Plaintiffs' medical experts, Dr. Richard Kradin and Dr. Edwin Holstein, both testified that Mr. Seay was exposed to asbestos at Celanese well above background levels, and that his

exposure to asbestos insulation, gaskets, and packing at Celanese was a substantial factor in causing his mesothelioma. Celanese called no experts. The defense experts called by a co-defendant at trial, John Crane, Inc., agreed with Plaintiffs' experts on the causative role of Mr. Seay's asbestos insulation exposure at Celanese. Dr. Victor Roggli and Dr. James Crapo both testified that Mr. Seay had an asbestos-caused mesothelioma and that his exposure to insulating products at Celanese created his risk for mesothelioma.

A jury trial was held against Celanese and a co-defendant, John Crane, Inc., in September and October 2015. The jury found that Celanese had been negligent but that John Crane, Inc., was not negligent. The jury returned a verdict of \$2 million in survival damages to Mr. Seay's estate, \$5 million in loss of consortium damages to Linda Seay, and \$5 million in wrongful death damages to Mr. Seay's heirs. After a bifurcated trial on punitive damages, the jury found Celanese had acted willfully and wantonly and awarded \$2 million in punitive damages.

Celanese now seeks judgment notwithstanding the verdict, a new trial absolute, and a new trial nisi remittitur. It contends that there was no evidence to support any part of the jury's verdict, and challenges the amounts of the compensatory and punitive damages awards.

II. Standard of Review

In ruling on a motion for JNOV, the trial judge must view the evidence and all reasonable inferences therefrom in the light most favorable to the non-moving party. JNOV should be granted when only one reasonable inference can be drawn from the evidence and no reasonable jury could have reached the challenged verdict. The trial judge does not have authority to decide credibility or resolve conflicts in the evidence. Curcio v. Caterpillar, Inc., 355 S.C. 316, 585 S.E.2d 272 (2003); Welch v. Epstein, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000).

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If the amount of the verdict is so grossly inadequate or excessive that it shocks the conscience of the court and clearly indicates the amount was the result of passion, caprice, prejudice, partiality, corruption or some other improper motive, the trial judge is required to grant a new trial absolute. Cock-N-Bull Steak House v. Generali Ins. Co., 321 S.C. 1, 466 S.E.2d 727 (1996); Vinson v. Hartley, 324 S.C. 389, 477 S.E.2d 715 (Ct. App. 1996).

A trial court has wide discretion to reduce an excessive verdict by granting a new trial nisi remittitur. The reduced judgment is a suggested settlement figure, which the plaintiff may accept, or reject and request a new trial. Ruling on a new trial nisi remittitur "requires the court to consider the adequacy of the verdict in light of the evidence presented." Waring v. Johnson, 341 S.C. 248, 533 S.E.2d 906, 910 (Ct. App. 2000). The touchstone for deciding whether to disturb a jury's verdict by granting a nisi motion is whether the award excessively compensates the injured party. Graham v. Whitaker, 282 S.C. 393, 321 S.E.2d 40 (1984). A famous decision by Judge Medina drives home the point: "[t]he very nature of the problem counsels restraint. Just as the trial judge is not called upon to say whether the amount is higher than he personally would have awarded, so are we appellate judges not to decide whether we would have set aside the verdict if we were presiding at the trial, but whether the amount is so high that it would be a denial of justice to permit it to stand." Dagnello v. Long Island R. Co., 289 F.2d 797, 806 (2d Cir. 1961).

III. Ruling

A. Negligence

Celanese contends that there is "insufficient evidence" to support the jury's finding that Celanese was negligent and that its negligence was a proximate cause of Mr. Seay's mesothelioma. The Court disagrees. The evidence established that Celanese owed a duty to Mr.

Seay as an invitee and that it breached that duty by requiring contract maintenance workers to utilize asbestos materials without warning them of the known dangers.

1. Duty

The parties agreed that Mr. Seay was an invitee on the premises owned by Celanese. Celanese therefore owed Mr. Seay a duty of utmost care. "The owner of property owes to an invitee or business visitor the duty of exercising reasonable or ordinary care for his safety, and is liable for injuries resulting from the breach of such duty." Sims v. Giles, 343 S.C. 708, 718, 541 S.E.2d 857, 863 (Ct. App. 2001). The landowner has a duty to warn an invitee of latent or hidden dangers of which the landowner has knowledge or should have knowledge. Id.

Celanese's duty was an active or affirmative duty. Graham v. Whitaker, 282 S.C. 393, 398, 321 S.E.2d 40, 43 (1984). "It includes refraining from any act which may make the invitee's use of the premises dangerous or result in injury to him." Id. Celanese did not have to foresee the precise manner in which the injuries were sustained, as long as there is a "reasonable generalized gamut of greater than ordinary dangers of injury and that the sustaining of the injury was within this range." Id.

2. Knowledge of the Danger

The record supports the jury's finding that Celanese failed to provide a reasonably safe premises to Mr. Seay. By the time Mr. Seay began working at the Celanese plant in 1971, Celanese knew or should have known that working with asbestos products could cause fatal disease. Celanese admits such actual knowledge as of the passage of the Occupational Safety and Health Administration (OSHA) asbestos regulations in 1971-72. Celanese specified and supplied asbestos insulation, gaskets, and packing for use in maintaining its equipment. Celanese did not, however, make any effort to warn contract workers like Mr. Seay who were using asbestos

products at the Celanese plant. It also did not provide any type of personal protective equipment or instructions for reducing the risk of asbestos-related disease.

The evidence supports the jury's determination that Celanese knew or should have known about the danger of asbestos-related disease, including mesothelioma, prior to Mr. Seay's tenure as a contract worker at the Spartanburg plant. Dr. Holstein testified about the historical information available to Celanese regarding the dangers of asbestos exposure. By 1964, there were about 700 scientific and medical articles on the health effects of asbestos. The first article showing that asbestos could cause fatal illness was published in 1898. In 1930, Merewether and Price published the first epidemiological study showing an increased incidence of asbestos-related disease among textile workers in England. They wrote that asbestos-related disease could be prevented or diminished by reducing exposure to asbestos dust.

The 1930 Merewether and Price article was also significant because it outlined a number of simple methods for reducing the hazard, including the use of alternative materials where available, wet down methods, exhaust ventilation, isolating workers, providing respiratory protection, and educating workers about the nature of the danger and the need to take precautions. Dr. Holstein testified that all of the recommendations that Merewether and Price made in 1930 still remain the essential methods for reducing the risk of asbestos-related disease today. In a follow-up article by these same authors, gaskets (called "jointings") were among the products listed as potentially hazardous if abraded.

In 1938, an article published by the United States Public Health Service, based on a study of South Carolina textile workers, recommended that asbestos exposures be kept below a particular air concentration of 5 million particles per cubic foot (mppcf) of air. In the next ten years, a number of states adopted that standard as the limit for occupational exposure. By 1955,

it was definitively established that asbestos exposure could cause lung cancer. By 1960, with the publication of a case series by Wagner, it was established beyond any reasonable doubt that asbestos exposure could cause mesothelioma.

There was also substantial evidence that Celanese had actual knowledge of the danger of asbestos-related disease from working with asbestos products, including asbestos insulation. In 1964, Celanese's medical director attended the 1964 Selikoff conference on asbestos-related diseases. One of the papers published in the Selikoff conference book was by W.C. Hueper, and it stated that workers who were even only intermittently exposed to asbestos were at risk. He listed a number of types of asbestos products that posed a risk, including block insulation, pipe covering, gaskets, and pump packings.

Bruce Bowyer, Celanese's corporate representative, testified that Celanese was founded in the 1930s. It was a large company, with about 2,000 employees at the Spartanburg plant alone. Celanese manufactured an asbestos-containing product called Celanex at its plant in Bishop, Texas, from 1971 until about 1980. Celanese was aware of all laws and regulations that applied to its plants. As of 1958, Texas had an occupational health regulation that limited asbestos exposures to 5 mppcf and distinguished asbestos from a nuisance dust. Celanese was also aware of 1958 asbestos regulations in the state of New York, where it maintained its headquarters.

The OSHA asbestos regulations applied to Celanese and Celanese was aware of them. In 1971, OSHA's first act was to pass an emergency asbestos standard. It required employers to keep asbestos exposures below an average threshold limit value (TLV) or permissible exposure limit (PEL) of 12 fibers per cubic centimeter of air (fibers/cc). That was lowered to 5 fibers/cc in 1972 and 2 fibers/cc in 1976. In addition, short-term exposures could never exceed 10 fibers/cc. In its regulations, OSHA stated that these exposure limits were not designed to protect against all

cancer and that some cancers would still occur at these exposure levels. The OSHA asbestos regulations also required warnings, dust measurements, medical examinations, showers, separate lockers, and other measures. Dr. Holstein testified that Mr. Seay would have been exposed to asbestos above both the time weighted average and ceiling limits for asbestos under OSHA.

Celanese also learned of the dangers of asbestos through its memberships in the National Safety Council (NSC) and Industrial Hygiene Foundation (IHF). Celanese received NSC publications, including the National Safety News and the Transactions of the NSC, which published numerous articles in the 1950s regarding the dangers of asbestos exposure. It similarly received the Industrial Hygiene Digest of the IHF, which published dozens of articles about asbestos-related diseases in the 1950s and 1960s.

Charles Laubly, who was employed as an industrial hygienist with Celanese from 1966 to 1979, testified that he received Industrial Hygiene Digest. He forwarded IHF publications to Celanese's corporate library where all employees would have access to them. The jury heard about the many abstracts of scientific articles published in the Industrial Hygiene Digest that stated that asbestos can cause asbestosis, lung cancer, and mesothelioma. Some of the abstracts published in 1964 and 1967 pertained to the risk of mesothelioma among insulators specifically. Mr. Laubly admitted that as early as 1949 he had personal knowledge that exposure to asbestos could cause asbestosis and that asbestosis could be fatal.

In 1970, Union Carbide sent a report to Celanese informing it that mesothelioma could "occur in individuals with histories of only slight exposures." (TT 10/7 PM, at 1358:16-1361:3). Further, "[f]rom the data available, it appears that the TLV of 5 million particles per cubic foot is not low enough to protect against mesothelioma, and it is quite possible that 2 million particles per cubic foot is not either." (TT 10/7 PM, at 1360:20-1361:3).

In 1977, an internal Celanese memorandum acknowledged that research studies over the previous ten years had "raised serious questions concerning human exposure to cancer-producing agents," and that some researchers had suggested that, "there is no safe exposure to a human carcinogen." (TT 10/7 PM, at 1361:7-1363:25).

3. Failure to exercise reasonable care

There is substantial evidence that Celanese made the decision to use asbestos materials at the Spartanburg plant and purchased those materials for its contract workers to use in maintaining the plant equipment. Mr. Bowyer acknowledged that Celanese was the owner of the plant and everything in it, including the equipment and the pipelines, and the insulation, gaskets, and packing.

Celanese, not contractors, specified what materials were to be used for the insulation and gaskets in its plants. Mr. Seay's employer, Daniel, was hired to build the Celanese plant but Celanese designed the plant and specified all the equipment and materials that went into the plant. Daniel was obliged to follow Celanese's plant design specifications. The contracts between Daniel and Celanese specified that purchase orders for materials were issued in the name of Celanese. 410

Celanese chose asbestos gaskets over other, safer gasket materials. In 1949, Celanese tested several different gasket materials and determined that Teflon performed the best. However, for costs reasons, Celanese decided to use asbestos gaskets instead. Celanese was still using asbestos gaskets for high temperature applications in 1988, despite the existence of safer alternatives. 7
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Spartanburg also used asbestos-containing calcium silicate pipe insulation. Celanese claims that it discontinued the use of asbestos insulation in 1973 due to OSHA regulations.

However, up until at least 1978, asbestos insulation was still present on many of the high temperature lines at Spartanburg.

Celanese had a huge supply room that stocked all the spare parts and materials needed for maintenance of the equipment at the plant. The supply room was run by Celanese and Celanese ordered all the parts and materials that were stocked for on-site use. Celanese supplied the asbestos insulation used at the plant. Mr. Seay got asbestos sheet gaskets (and other asbestos materials) from the Celanese supply room.

Mr. Seay's daily work assignments came from Celanese, either directly or via his Daniel supervisor who got his instructions from Celanese. Celanese decided what insulation work might need to be done on a given day. Celanese determined when the work was to be done, where it was to be done, and how it was to be done.

Celanese never warned Mr. Seay about the dangers of asbestos exposure even though Celanese agrees that contract workers should be told about hazardous substances in use on its premises. In the 1970s, Celanese did not warn contractors not to use abrasive techniques to remove asbestos gaskets, or provide that non-asbestos gaskets should be used when gaskets could not be removed without the potential release of asbestos fibers.

There were no asbestos warning signs posted anywhere at the Celanese plant. Celanese owned the walls at the plant and could have put up signs on its own walls at any time. If Mr. Seay's employer, Daniel, had wanted to put a sign on the wall, it would have had to get permission from Celanese. Nothing in the OSHA asbestos regulations prevented Celanese from posting warning signs in areas where they knew asbestos materials were present.

The evidence showed that Celanese made a conscious choice not to warn for fear of liability. As of 1963, Celanese had a policy of not putting information about hazardous products

in writing due to a concern that written evidence of its knowledge of the danger could later be used in lawsuits. Its policy, signed by the president of Celanese, was to only communicate hazard information orally so as to avoid a paper trail. Mr. Bowyer could not say whether that policy had been changed as of 1978. In the 1970s, Celanese had an official policy that it would not give workers written interpretive statements of asbestos sampling results. If an employee requested hazard information on a particular product, the plant supervisor was instructed to state that the data was inconclusive, no matter what the product was. Mr. Bowyer himself authored a memo in 1988 stating that because interpretive statements of exposure monitoring results were not required to be communicated to employees by law, the company would not require it.

Celanese could have disseminated information about asbestos to contractors during safety meetings. However, during Mr. Seay's years of employment at the Spartanburg plant, Daniel employees did not attend the safety meetings that Celanese held for its own workers. As of 1962, some Celanese plants did have a practice of requiring contract workers to attend regular plant safety meetings and that suggestion was circulated to other plants.

The evidence also showed that Celanese failed to take other precautions to protect contract workers. Charles Laubly, an industrial hygienist at Celanese in the 1960s and 1970s, had no knowledge of any measures being taken by Celanese to prevent maintenance employees from being exposed to asbestos. Mr. Bowyer testified that Celanese could have tested the pipe insulation to determine the areas where asbestos insulation was present, but it never did so. Celanese did not inform contract workers about the areas where asbestos pipe insulation was present. Celanese did not require the use of respirators or masks when working around asbestos dust.

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Celanese had a shared responsibility for worker safety. Celanese had a contractual obligation to audit Daniel's safety and health program at the Spartanburg plant. There is no evidence that Celanese ever performed those safety audits of Daniel at Spartanburg in the 1970s.

Mr. Bowyer agreed that it was good corporate policy to work with contractors to ensure the safety of contract employees. There is no evidence, however, that this policy was actually implemented by Celanese during Mr. Seay's years.

Celanese later implemented policies designed to protect contract workers like Mr. Seay. As of 1980, Celanese had a policy of protecting the health and safety of contract workers on its property. As of 1980, its hazard communication policy provided that contract employees would be given the same health and safety information about products and materials at Celanese that Celanese would provide to its own employees if they were performing the work. In 1991, Celanese had a contractor safety program providing that contractors could not remove insulation before finding out from Celanese whether the insulation was asbestos-free. Celanese was also responsible for evaluating insulation and determining how to and who would remove it. Removal of asbestos insulation was required to be done according to the plant asbestos removal procedure. Contractors were forbidden from removing asbestos insulation not identified and cleared for removal by Celanese. Mr. Bowyer agreed that those were all good corporate policies. Celanese could have put those policies in place in the 1960s and 1970s.

During the years of Mr. Seay's employment, Mr. Bowyer admitted that Celanese could have tagged lines that contained asbestos insulation and warned contractors not to touch lines and equipment in the tagged areas. Celanese could have put up signs stating that contractors should not touch insulation in tagged areas because asbestos can cause cancer, disability, and death. Celanese could have posted warning signs that gaskets may contain asbestos and that

contractors should not begin work with gaskets until cleared by Celanese. Celanese could have put a sign stating that asbestos exposure could be deadly and that wet down methods, vacuums, and respirators should be utilized.

If Celanese had pertinent safety policies in place, Daniel employees were required to follow them. Dr. Holstein testified that if Celanese had implemented a policy that contract workers should avoid areas with asbestos insulation at the Celanese plant, that would have helped prevent Mr. Seay's mesothelioma. If Celanese had implemented any safety rules pertaining to areas of the plant where asbestos was present, then Daniel could have passed that policy information to Mr. Seay as it was required to do under the contracts between Daniel and Celanese.

The Court finds that the evidence supports the jury's finding that Celanese's failed to act with reasonable care to protect the health and safety of Mr. Seay. Celanese knew or should have known that asbestos exposure could cause fatal disease when Mr. Seay began working at the Spartanburg facility in 1971, and yet it purchased and required the use of asbestos insulation, gaskets, and packing. It continued to use asbestos gaskets even when alternative materials were available and more effective. Celanese had the authority and opportunity to warn of the dangers of asbestos through signage, safety meetings, or company policies and procedures, but did not warn in any way during Mr. Seay's tenure at the Spartanburg plant. Its later conduct showed the feasibility of such measures. The Court concludes that the jury reasonably found that Celanese was negligent.

B. Causation

Celanese contends that "Plaintiffs failed to establish causation." The Court cannot agree. It is undisputed that Mr. Seay had an asbestos-caused mesothelioma and that his exposure to

asbestos at Celanese for nine years was his only known exposure. Plaintiffs presented sufficient evidence to support the jury's causation finding against Celanese.

The Supreme Court has adopted the Lohrmann causation standard for asbestos cases. See Henderson v. Allied Signal, Inc., 373 S.C. 179, 185, 644 S.E.2d 724, 727 (2007). Under Lohrmann, "[t]o support a reasonable inference of substantial causation from circumstantial evidence, there must be evidence of exposure to a specific product on a regular basis over some extended period of time in proximity to where the plaintiff actually worked." *Id.* (quoting Lohrmann v. Pittsburgh Corning Corp., 782 F.2d 1156, 1162 (4th Cir.1986)). Owen recognizes that the Lohrmann standard for proving causation in asbestos cases is "a variant of the substantial-factor test." David G. Owen, *Product Liability Law* 778 (2d ed. 2008).

Plaintiffs offered expert testimony from Dr. Arnold Brody, a cellular biologist and experimental pathologist specializing in the biological mechanisms of asbestos-related disease; Dr. Kradin, a practicing physician board-certified in internal medicine, pulmonary medicine, and pathology; and Dr. Holstein, a physician board-certified in internal medicine and preventive and occupational medicine. Celanese has not challenged their expertise or the admissibility of their opinions.

Dr. Brody offered only general causation opinions. He testified that the only generally accepted cause of mesothelioma in the United States is asbestos exposure. He testified that mesothelioma is a dose-response disease, that mesothelioma is caused by a person's cumulative asbestos exposure, and that all asbestos exposures at an occupational level contribute to the cumulative dose and increase the risk of disease. Dr. Brody explained that scientists have not found a safe level of asbestos exposure above background level.

Dr. Kradin testified that Mr. Seay had a history of substantial exposures to asbestos insulation, gaskets, and packing at Celanese. He testified that the scientific literature has shown that working with these asbestos products in the manner described by Mr. Seay releases asbestos fibers well in excess of background levels. Further, the epidemiological literature has established that even low levels of asbestos exposure increase the risk of developing mesothelioma. Dr. Kradin offered the opinion that Mr. Seay's exposures to asbestos insulation, gaskets, and packing at Celanese were all substantial factors in causing his mesothelioma.

Dr. Holstein testified about the range of asbestos fiber release that has been measured and reported in the scientific literature for the type of work practices with asbestos insulation that are at issue in this case, including removing, cutting, and bystander exposure. Dr. Holstein testified that measurements from work with asbestos insulation range from less than 1 fiber per cubic centimeter of air (fiber/cc) up to hundreds of fibers/cc. Dr. Holstein testified that, based on Mr. Seay and Mr. Thompson's descriptions of their work with and around asbestos insulation, Mr. Seay's range of exposure would be .1 fiber/cc to 100 fibers/cc. Because the average exposure for insulators has been reported to be 6 fibers/cc, and Mr. Seay was often only a bystander to insulation work, in Dr. Holstein's opinion Mr. Seay's average exposure to asbestos insulation at Celanese was 4 fibers/cc.

By comparison, Dr. Holstein testified that the background level of asbestos in the ambient air is only 0.00005 fibers/cc. Dr. Holstein explained that an exposure of 1 fiber/cc is thus 20,000 times above background. On many occasions, Mr. Seay's asbestos exposures were far in excess of the background levels.

Dr. Holstein testified that, according to the industrial hygiene literature, cutting new gaskets results in asbestos exposures from .1 fiber/cc to 2 fibers/cc. Removing asbestos gaskets

with the tools that Mr. Seay used, including putty knives, wire brushes, and power wire brushes, generates asbestos exposures between .1 fiber/cc and 31 fibers/cc. The high end of the range, 31 fibers/cc, is from power wire brushing, and that would be 622,000 times above background levels. On the lower end, a study funded by John Crane measured exposures from gasket removal at .166 fibers/cc, which is still 3,320 times above background levels.

In Dr. Holstein's opinion, when Mr. Seay was working with asbestos gaskets his exposures would have exceeded the short-term limits set by OSHA on many, but not all, occasions that he was using a power wire brush and even occasionally when he was using a hand wire brush to remove asbestos gaskets. Once the OSHA TLV dropped to 2 fibers/cc in 1976, it is possible that Mr. Seay was exposed in excess of OSHA limits.

Dr. Holstein has concluded that Mr. Seay's mesothelioma was caused by his asbestos exposures and that those exposures were limited to the period of time when he was working at Celanese. He relied on the fact witness testimony that Mr. Seay regularly breathed in asbestos fibers from working with and around asbestos insulation and gaskets for about a decade. In Dr. Holstein's medical opinion, Mr. Seay's work around asbestos insulation and gaskets were substantial factors in the development of his mesothelioma.

Celanese offered no expert testimony. Dr. Victor Roggli was a medical expert brought by a co-defendant at trial, John Crane, Inc. He is of the opinion that Mr. Seay's exposure to asbestos insulation was a substantial factor in causing his mesothelioma. John Crane's expert Dr. James Crapo similarly testified that Mr. Seay had an asbestos-caused mesothelioma and that his exposure to insulating products at Celanese created his risk for mesothelioma.

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Celanese does not really dispute that Plaintiffs have demonstrated substantial factor causation, and instead argues that Plaintiffs failed to show "but for" causation.¹ This contention has no merit. All of the testifying medical experts in this case agreed that Mr. Seay's exposures at Celanese caused his disease. This consistent medical causation testimony was uncontradicted by Celanese. As Mr. Seay's only source of asbestos exposure was at Celanese, the jury reasonably concluded that Mr. Seay would not have developed mesothelioma without his exposure at Celanese.

The evidence of Mr. Seay's exposure to asbestos at Celanese was more than sufficient to create a fact issue for the jury on the issue of causation.

C. Superior Knowledge

Celanese challenges the verdict based on its related contentions that the jury was improperly charged on premises liability law and that Plaintiffs failed to create a jury question on the superior knowledge requirement. Neither of these arguments is meritorious.

First, Celanese contends that the jury should only have been charged under the superior knowledge language of Lanier Constr. Co. v. Bailey & Yobs, Inc., 384 S.C. 275, 681 S.E.2d 909 (Ct. App. 2009) and that the standard premises liability law does not apply to independent contractors such as Mr. Seay.

Plaintiff contends this argument has been waived because Counsel for Celanese agreed to Plaintiffs' jury instructions on premises liability. The Court disagrees and finds that no such waiver occurred.

The Court does not agree, however, with Celanese's reading of the law. There is nothing in Lanier suggesting that a premises owner does not a duty of care to an invitee when a

¹At trial, Celanese took the position that Plaintiffs did not have to show but-for causation in a premises liability case.

contractor is involved. Lanier clearly holds, consistent with black letter South Carolina law, that a landowner owes a duty of care to its invitees. 384 S.C. at 279. "A property owner owes an invitee or business visitor the duty of exercising reasonable or ordinary care for his safety and is liable for injuries resulting from any breach of such duty." Id. (quoting Sides v. Greenville Hosp. Sys., 362 S.C. 250, 256, 607 S.E.2d 362, 365 (Ct. App. 2004)). Lanier followed other South Carolina cases holding that a general contractor may also owe a duty of care to invitees. Id. at 279 (following Sides and Larimore v. Carolina Power & Light, 340 S.C. 438, 531 S.E.2d 535 (Ct. App. 2000)). A general contractor only owes a duty to invitees, however, if it has superior knowledge of the danger. See id. at 279-80. In Lanier, a subcontractor invited onto the property by the general contractor was considered the general contractor's invitee and the property owner did not owe a duty because it lacked superior knowledge of the danger as compared to the general contractor. See id. at 281. The Lanier opinion also stated that the property owner had discharged its duty to warn by warning the general contractor. See id.

Here, there is absolutely no evidence that Celanese discharged its duty by warning Daniel, and Celanese has not even made that claim. Regardless of any duty that Daniel may have owed to Mr. Seay, Celanese owed a duty to Mr. Seay as an invitee. The general premises liability instruction regarding Celanese's duty to its invitees was a correct statement of the law.

Celanese also contends that there was "no evidence" that it had superior knowledge of the asbestos hazard compared to Daniel. The Court disagrees. Plaintiffs presented evidence that Celanese had earlier and far more extensive knowledge of asbestos hazards than Daniel and there were no facts elicited at trial to contradict this. Celanese knew about the danger of asbestos-related disease long before Daniel did. The medical director of Celanese, Dr. Dixon, attended the 1964 Selikoff conference on asbestos-related diseases. At that conference, attendees

learned that asbestos causes mesothelioma and that even slight exposures or non-occupational exposures created a risk of mesothelioma. On the other hand, an employee for Daniel, Dan Buck, testified that Daniel was not aware that in 1964 asbestos researchers at the Selikoff conference had stated that there is no safe level of asbestos exposure. As of 1970, Daniel did not even know that asbestos could cause mesothelioma.

In the 1950s and 1960s, Celanese learned about asbestos-related diseases, including mesothelioma, from its membership in the IHF. At the same time Celanese was receiving almost monthly updates from the IHF about asbestos-related diseases, including mesothelioma, Daniel was not a member of the IHF and did not receive the Industrial Hygiene Digest.

Documentary evidence showed that Celanese knew as of 1970 that mesothelioma could be caused by relatively small levels of exposure to asbestos, and that the PEL was not protective against cancer. As of 1970, Daniel did not know that only slight exposures could cause mesothelioma and was not aware that the published TLVs were not protective against mesothelioma. In fact, Daniel was under the impression that asbestos could be used safely if exposures were kept below the PEL. Daniel was not aware that PEL did not protect against cancer.

This evidence was sufficient for the jury to determine that Celanese had much earlier knowledge and more extensive knowledge than Daniel did about the specific danger of mesothelioma and the types of exposures that could cause this disease.

D. Statutory Employer

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Celanese again raises the statutory employer defense that was decided in Plaintiffs' favor at the pre-trial stage. This Court previously determined that Mr. Seay was not a statutory employee of Celanese because, as a contract maintenance worker employed by Daniel, he was not engaged in work that was part of Celanese's regular business operations. The Court found the decision in Raines v. Gould, Inc., 288 S.C. 541, 543, 343 S.E.2d 655, 657 (Ct. App. 1986) to be dispositive. Raines held that construction work on behalf of a manufacturer will not be considered part of the manufacturer's trade or business unless the manufacturer had its own construction division or its own employees performed construction work. 288 S.C. at 543, 545. There, the plaintiff who helped install an electrical system in a plant being constructed by the defendant was not considered a statutory employee because, "[a]lthough [the defendant] has been involved with the construction of numerous facilities on the property which it owns or leases or manages, the record does not indicate that it had a construction division or that any construction work was performed by its regular employees." Raines, 288 S.C. at 547. Further, "[e]very manufacturer must have a plant, but this fact alone does not make the work of constructing a plant part of the trade or business of every manufacturer who engages a contractor to construct a plant." Id.

The facts at trial bore out that Mr. Seay is not a statutory employee of Celanese. The evidence was that Celanese plant manufactured polycster fibers. All Celanese employees were production workers who were making polyester fibers. Dr. Frederick Toca, who was the Director of Occupational Health and Safety for Celanese in the 1990s, testified that Celanese was, "the second largest chemical company in the world." (TT 10/6 AM, at 932:18-933:22). The purpose of the company was the production of fibers, chemicals, pharmaceuticals, and agrochemicals.

Celanese did not have its own maintenance division or its own construction division. All of the maintenance workers at Celanese were employed by Daniel. No Celanese employees ever did the type of maintenance work performed by Mr. Seay and other Daniel workers. The Daniel workers and the Celanese employees performed "significantly different" work.

The question of statutory employment status turns on whether the work performed by the subcontractor is "part of the trade, business, or occupation" of the owner. Olmstead v. Shakespeare, 354 S.C. 421, 424, 581 S.E.2d 483, 484 (2003); Glass v. Dow Chemical Co., 325 S.C. 198, 201, 482 S.E.2d 49, 50 (1997); Hopkins v. Darlington Veneer Co., 208 S.C. 307, 311, 38 S.E.2d 4, 6 (1946); Raines, 288 S.C. at 543, 343 S.E.2d at 657. A worker is only engaged in part of the owner's trade or business if the activity is: (1) an important part of the owner's business or trade, (2) a necessary, essential, and integral part of the owner's business, or (3) has previously been performed by the owner's employees. Glass, 325 S.C. at 201, 482 S.E.2d at 50. The Supreme Court has held that there is no easy formula or bright-line rule for determining whether the work was part of the owner's trade or business, and that each case must be decided on its own facts. Abbott v. The Limited, Inc., 338 S.C. 161, 526 S.E.2d 513 (2000); Glass, 325 S.C. at 201, 482 S.E.2d at 51.

The Supreme Court's approach to the question of whether work was important, necessary, or integral focuses on whether the work was part of the business of the owner. 526 S.E.2d at 163-64, 526 S.E.2d at 514. In Abbott, the Court of Appeals had found that the plaintiff, who drove a delivery truck for a common carrier, was a statutory employee of the retailer to whom he made a delivery. See id. at 162, 526 S.E.2d at 514. The worker was injured when he slipped and fell while unloading boxes on the retailer's premises. See id. The Court of Appeals reasoned that because the efficient delivery of goods was important to the business of the retailer,

whose business depended on such deliveries to restock its stores, the driver was a statutory employee. See id. at 163, 526 S.E.2d at 514. The Supreme Court disagreed, holding that, "[t]he fact that it was important to Retailer to receive goods does not render the delivery of goods an important part of the Retailer's business." Id. Simply because such deliveries were important to the conduct of the business, "that does not mean that the transportation of the goods is a part or process of the business." Id. at 164, 526 S.E.2d at 514 (quoting Caton v. Winslow Bros. & Smith Co., 309 Mass. 150, 154, 34 N.E.2d 638, 641 (1941)) (emphasis added).

Under Abbott, it is still necessary to conduct a case-specific analysis, but the focus must be on what type of business the defendant conducts. Olmstead, 354 at 426, 581 S.E.2d at 486. In Olmstead, the defendant was in the business of designing and manufacturing fiberglass products. See id. at 426, 581 S.E.2d at 486. The Court focused on the nature of the business in holding that a worker involved in transporting the company's fiberglass products was not a statutory employee:

Shakespeare designs and manufactures fiberglass products. It is not in the transportation business; it did not own any delivery trucks and none of its employees participated in the delivery of its products beyond the loading stage. All of the raw materials used to manufacture Shakespeare's products arrive at Shakespeare by common carrier and almost all of its finished products leave the plant by common carrier Although delivery by common carrier was certainly important to Shakespeare's operation, it does not follow that such delivery was "part or process" of its manufacturing business.

Id. (emphasis added).

Cases involving construction workers illustrate that an evaluation of the nature of the defendant's business is dispositive of the statutory employer question. Where construction is a part of a company's documented business purpose, or the company has a construction division or has handled its own construction in the past, then construction contractors have been found to be statutory employees. See MacMullen v. South Carolina Elec. & Gas Co., 312 F.2d 662, 663 (4th

Cir. 1963); Parker v. Williams & Madjanik, Inc., 275 S.C. 65, 267 S.E.2d 524 (1980); Fortner v. Thomas M. Evans Const. and Development, LLC, 402 S.C. 421, 741 S.E.2d 538 (Ct. App. 2013); Ewing v. A.W. Chesterton Co., No. 09-CP-40-8342, at p. 5 (Ct. Cmn. Pleas 2010). Conversely, if the defendant is not in the business of construction, and the construction work cannot fairly be characterized as part of the defendant's business, courts will not find the construction worker to be a statutory employee. See Glass, 325 S.C. at 202; Raines, 288 S.C. at 547, 343 S.E.2d at 659. For example, in Raines the court noted that, "the nature of [the defendant's] business, according to its application to transact business in South Carolina, is the 'manufacturing and selling [of] batteries of all kinds and related products.'" 288 S.C. at 547, 343 S.E.2d at 659. Further, "the record does not indicate that [the defendant] had a construction division or that any construction work was performed by its regular employees." Id. Therefore, the plaintiff's construction work was not part of the defendant's trade or business and he was not a statutory employee. Id.

The construction cases demonstrate that a determination that work is part of an owner's trade or business depends heavily on the company's stated business purpose. See MacMullen, 312 F.2d at 663; Parker, 275 S.C. at 73; Fortner, 402 S.C. at 431; Raines, 288 S.C. at 547; Ewing, at p. 5. Where the corporate documents, partnership agreements, state business filings, or plain language of the company name showed construction as a business activity, the business was found to be in the construction business. MacMullen, 312 F.2d at 663; Parker, 275 S.C. at 73; Fortner, 402 S.C. at 431; Ewing, at p. 5. Employees of construction contractors or subcontractors were therefore found to be statutory employees. Parker, 275 S.C. at 74; Fortner, 402 S.C. at 432; MacMullen, 312 F.2d at 671-72; and Ewing at 6. On the other hand, in Raines

where the stated business purpose was to manufacture batteries, the court could not find that construction was part of the company's business. 288 S.C. at 547.

The focus must thus be on the type of business that Celanese conducted. Celanese manufactures synthetic fibers. It is not in the maintenance business. It did not have a maintenance division and none of its employees ever conducted maintenance (until after Mr. Seay stopped working for Celanese). Generally, "where repairs are major, specialized, or of the sort which the employer is not equipped to handle with its own work force, they are not part of the business." Glass, 325 S.C. at 202, 482 S.E.2d at 51.

Although maintenance of the equipment in the plant may have been important to Celanese's operation, it does not follow that such maintenance was a "part or process" of its synthetic fiber manufacturing business. Celanese has presented no evidence that its corporate purpose included equipment maintenance. Mr. Seay was not its statutory employee under South Carolina law.²

E. Jury Conduct

Celanese contends that the jury engaged in "improper discussions" around the statement by Juror 16 that he worked at the same plant and in the same job as Mr. Seay. The Court finds, however, that Celanese has presented no evidence of any jury impropriety.

² The Court does not need to reach Plaintiffs' arguments that even if Mr. Seay was determined to be a statutory employee of Celanese, they do not have a workers' compensation claim against Celanese and their remedy is in the tort system. Plaintiffs argue that occupational diseases are only compensable under the Workers' Compensation Act if they arise within one year of workplace exposure, or, in the case of pulmonary diseases, within two years of exposure. S.C. Code Ann. § 42-11-70. Mr. Seay did not develop malignant mesothelioma until 2013, 35 years after his last exposure to asbestos at Celanese. Plaintiffs additionally argue that Celanese has failed to prove that it complied with the Act's requirement that it obtain workers' compensation insurance or provide proof that it was financially able to self-insure. S.C. Code Ann. §§ 42-5-10, 42-5-20. An employer who fails to secure the payment of compensation as required by the Act loses its immunity under the Act's exclusive remedy provision and may be sued in tort. S.C. Code Ann. § 42-5-40; Harrell v. Pineland Plantation, Ltd., 337 S.C. 313, 325-26, 523 S.E.2d 766, 772 (1999).

When a party alleges irregularities in the jury's deliberations, "[t]he test is whether there is reason to suppose outside influences affected the jury's verdict." Parker v. Evening Post Publ. Co., 317 S.C. 236, 248, 452 S.E.2d 640, 647 (Ct. App. 1994). The trial court may evaluate such a claim based on its "opportunity to view the trial, the character and intelligence of the jurors, and to consider whether the verdict, in light of the evidence, has so little support as to indicate corrupt or improper influence." Id.

There is simply no evidence that any outside influences affected the jury's verdict in this case. Juror 16 stated in voir dire, in front of the entire jury panel, that he works at the Auriga Polymers plant that used to be the Celanese plant. When asked if he had any opinions about Celanese that would affect his ability to be fair and impartial, he said he did not. Later, on Day 4 of trial, Juror 16 approached the Court with a concern that he worked at the same plant as Mr. Seay and had the same maintenance job repairing equipment. He was ultimately dismissed.

Based on Juror's 16 explanation of the limited nature of what he had told the other jurors, the Court cannot conclude that there were any premature deliberations. The conversation that Juror 16 had with other jurors was limited to the fact that he worked at the former Celanese plant, and that had already been disclosed. Although one of the jurors asked him about the use of asbestos at the plant, he did not answer. There is every indication that the jury complied with the instruction not to discuss the case, and no evidence of premature deliberations. See State v. Aldret, 333 S.C. 307, 509 S.E.2d 811 (1999).

The Court cannot find that there was any prejudice to either side's right to a fair trial based on Juror 16's presence on the jury up to the point at which he was dismissed. Celanese has not offered any reason for the Court to find that outside evidence was offered by Juror 16 or improperly considered by the jury.

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F. Video Evidence

Celanese next complains that Plaintiffs' counsel published "unauthorized audio" to the jury. The video at issue was a five-second clip of Mr. Seay in obvious pain and begging Jesus for help. The Court cannot agree that this video clip was "unauthorized." Plaintiffs' counsel disclosed this video in pre-trial discovery and notified defense counsel that he planned to play a portion of the clip in which Mr. Seay mentioned Jesus.

The Court also finds that Celanese has waived this argument by failing to make a contemporaneous objection. "To preserve an issue for review there must be a contemporaneous objection that is ruled upon by the trial court." State v. Johnson, 363 S.C. 53, 58, 609 S.E.2d 520, 523 (2005) (citing State v. Johnson, 324 S.C. 38, 41, 476 S.E.2d 681, 682 (1996)). If Celanese truly believed the video of Mr. Seay to be "unauthorized" or "severely prejudicial," it should have objected at the time the video was played. Counsel for Celanese claims that he did not object because he thought the video "had been cleared with someone else on the defense side," again suggesting that the video was not in fact particularly objectionable. Not only did Celanese fail to object at the time, it failed to object at any time on the day the clip was played. Celanese only decided to voice an objection four days later, after a long weekend break. It thus failed to preserve its objection.

Finally, Celanese has failed to show any undue prejudice from this clip. The jury heard other evidence in this case establishing that Mr. Seay died an agonizingly painful death from mesothelioma. This was an undisputed fact in this case. Celanese also fails to explain how invoking the name of Jesus makes the video clip objectionable or unduly prejudicial. The jury had already heard evidence that Mr. Seay was a Christian and relied on his faith during his

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illness. The Court cannot conclude that Celanese suffered any undue prejudice from this evidence.

G. Evidentiary Rulings

Celanese challenges two main categories of the Court's evidentiary rulings. First, Celanese contends that the admission of Plaintiffs' Exhibit 821 was "severely prejudicial" and "harmful error." This document is an internal Celanese memorandum from 1963 in which Celanese states its policy not to put any research about hazardous products in writing for fear of liability. Celanese has not established that this document is inadmissible under South Carolina law.

The standard is not whether evidence is "severely prejudicial," but whether the probative value of evidence is substantially outweighed by the danger of unfair prejudice. S.C. R. Evid. 403. The Court finds the 1963 Celanese memorandum to be highly probative of Celanese's attitude about warning of dangerous products on its property. Celanese has not argued that there is anything unfair about the admission of this 1963 memorandum, and nor could it. These are its own statements, signed and endorsed by the President of the company, about its own internal policies on providing warnings. The statements were presented in the context of the entire document. Celanese has failed to show that the admission of this document was erroneous.

Celanese also complains that Plaintiffs should not have been permitted to publish to the jury numerous documents regarding Celanese's knowledge about the hazards of asbestos exposure prior to and during Mr. Seay's employment. It again argues that it was error to allow publication because the documents are "severely prejudicial." This is not a reason to exclude relevant evidence: "Evidence cannot be excluded simply because it is prejudicial. Almost all

evidence is prejudicial to somebody. Saying evidence is prejudicial is another way of saying it is relevant." State v. Bostick, 307 S.C. 226, 229, 414 S.E.2d 175, 177 (Ct. App. 1992).

The Court finds that evidence of Celanese's knowledge and conduct with regard to the dangers of asbestos exposure and the use of asbestos products on its premises is unquestionably relevant to Plaintiff's premises liability claims. "To recover damages for injuries caused by a dangerous or defective condition on a defendant's premises, a plaintiff 'must show either (1) that the injury was caused by a specific act of the respondent which created the dangerous condition; or (2) that the respondent had actual or constructive knowledge of the dangerous condition and failed to remedy it.'" Pringle v. SLR, Inc., 382 S.C. 397, 404, 675 S.E.2d 783, 787 (Ct. App. 2009) (quoting Anderson v Racetrac Petroleum, Inc., 296 S.C. 204, 205, 371 S.E.2d 530, 531 (1988)).

The South Carolina Supreme Court has recognized that evidence of constructive knowledge of the danger is relevant to a premises liability claim. See Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 331, 673 S.E.2d 801, 803 (2009) (reversing summary judgment for premises owner because "evidence show[ed] that Respondent knew or should have known that a dangerous condition existed on its premises and that invitees would have to encounter this condition"); JKT Co. v. Hardwick, 274 S.C. 413, 419, 265 S.E.2d 510, 513 (1980) ("documents prepared by Celotex employees ... constituted admissions which were decidedly relevant to the issue whether Celotex knew or should have known those materials were defective"); see also Williams v. CSX Transp., Inc., 176 N.C. App. 330, 341, 626 S.E.2d 716, 726 (N.C. Ct. App. 2006) (finding sufficient evidence of employer's constructive knowledge of asbestos risk from medical literature, defendant's membership in industrial organization "whose publications and

annual meeting minutes acknowledged the danger of asbestos exposure beginning in 1937" and documents from defendant's files about asbestos risks).

The Court concludes that the documents at issue were highly probative of Celanese's knowledge and conduct regarding asbestos products on its premises. Celanese has failed to show that the probative nature of the documents was outweighed by any unfair prejudice.

H. Compensatory Damages

Celanese contends that there was insufficient evidence to support the jury's damages awards on Plaintiffs' claims for survival, loss of consortium, and wrongful death. In the alternative, it seeks a new trial nisi remittitur, asking for a reduction of the survival award from \$2 million to \$1.5 million, and a reduction of the loss of consortium and wrongful death awards from \$5 million each to \$1 million each. Given the substantial evidence that Mr. Seay and his family have suffered enormously as a result of his mesothelioma diagnosis and death, the Court does not find these awards to be excessive or unduly liberal, and finds no compelling reason to reduce them.

1. Survival

Damages in a survival action include recovery for the deceased's conscious pain and suffering and medical expenses. Smalls v. South Carolina Dep't of Educ., 339 S.C. 208, 216, 528 S.E.2d 682, 686 (Ct. App. 2000). The parties stipulated that Mr. Seay's medical bills were \$280,457.91.

The jury's survival damages award of \$2 million is supported by the evidence of substantial injuries suffered by Mr. Seay. Mr. Seay was diagnosed with cancer in August 2013. He had suffered with a lot of pain in his chest and lungs even before his diagnosis. He had to have fluid drained from his lungs eleven separate times, which involved cutting his side and

putting a drainage tube in. At the time of his deposition in January 2014, he had two broken ribs that could not be repaired because his doctors were concerned about cutting him open again.

In the months leading up to his mesothelioma diagnosis, Mr. Seay suffered a collapsed lung on three separate occasions. Each time required an operation to re-inflate his lung. After the first two surgeries he was told he did not have cancer. When Mr. Seay was diagnosed with mesothelioma after the third surgery, his doctor told him that he only had 12 to 18 months to live. Mr. Seay testified that the news "hit me like a tractor and trailer truck had run over me or something," because after the other two operations he had been told he was cancer free. He testified that, to be "hit with something like that afterwards and tell me my lifespan was that short, it was a terrific blow."

Mr. Seay underwent chemotherapy that made him so sick he had to discontinue the treatment. He had a lot of serious problems with dehydration after his diagnosis. He had to go to the hospital three times a week for fluids, and was even hospitalized several times for dehydration. After his third lung operation, Mr. Seay never really recovered physically. He testified that, "in the last couple of months, I haven't had no life other than sitting in this chair and going to the doctor and laying in the bed."

Mr. Seay testified that he stayed in pain all the time. He had completely lost his appetite and could not keep food down. He could not sleep and laid awake in pain most of the night.

Prior to his mesothelioma diagnosis, Mr. Seay led a very active life. Although he retired right before he turned 65, he came out of retirement almost immediately, worked another year, and then went to a schedule of working full-time about six months each year. After his mesothelioma diagnosis, he became too sick to work and had to quit. He testified that he had

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planned to keep working indefinitely and that if he had not developed mesothelioma he would still be working.

Mr. Seay was strong and in very good physical shape before his mesothelioma diagnosis. He used to stay active with hobbies like fishing and working in his yard every day. When his physical condition deteriorated he felt the loss keenly. He testified that, "I enjoy getting out and working in the yard and — and all of that. And I just don't have that kind of life no more. And I miss it and I wished I had it back."

Every year Mr. Seay and his entire family, including children and grandchildren, took trips to the mountains and to the beach. He could no longer take those trips after he got sick. The whole family really missed taking those vacations together, and his grandchildren would even ask him when they were going to go on a trip to the mountains again.

Mr. Seay testified that the hardest part about having mesothelioma was knowing he was going to die soon. He also said that he was in pain 24 hours a day and that because of the constant pain it had been a "terrible, terrible year." At times he was in such agony that he was hoping and praying to die, but at the same time he wanted to be healed so he could have more a little more time with his family.

His daughter, Angie Keene, testified that Mr. Seay was in a lot of pain when his lung collapsed. She said that she had never seen her father cry, but that when his lung collapsed "he would be just screaming and crying." She described that when he had to go in for the third surgery, it was really terrible:

The surgery was going to be excruciating. And they — where they cut him, they broke two ribs. And he had also cut through a lot of nerves that couldn't heal. And no pain medicine could help. And he had to endure that for another month or so before it collapsed again.

(TT 10/2, at 866:22-867:2).

Dr. Kradin testified that Mr. Seay's disease was incurable. He was treated with a number of surgeries and chemotherapy, but those measures were not taken to cure him but to try to make him more comfortable for the little time he had left. Mr. Seay had at least 8 pneumothoraces, a condition where air accumulates around the lung. That is treated by inserting a chest tube to evacuate the air. Mr. Seay also had a decortication procedure that involved removing the lining of his lung.

Mr. Seay also had multiple thoracentesis procedures to remove fluid from the pleural space around the lungs. Dr. Kradin explained:

Mesotheliomas, in addition to being a space-occupying mass, tend to produce an inordinate amount of fluid as they grow, and this often requires multiple procedures to remove the fluid in order to make it more comfortable for the patient to breathe as the fluid tends to collapse the underlying lung.

So in this case, multiple thoracentesis were performed. Multiple efforts at evacuating air, which had ruptured into the pleural space had been performed, and ultimately there were efforts to close the pleural space by the talc pleurodesis.

(Kradin Video Depo., at 38:19-39:4).

Dr. Kradin testified that Mr. Seay's death from mesothelioma occurred primarily through suffocation when the tumor grows around the lung. The tumor encases and constricts the lung, making it difficult and painful to breathe. In addition, there is a wasting phenomenon with mesothelioma because the patient cannot eat very much, loses weight, and grows increasingly weaker. The mesothelioma tumor also encroaches on the large vessels of the chest, including the aorta and the vena cava, and interferes with circulation.

The evidence of Mr. Seay's continuous, intense pain for more than a year prior to his death certainly supports the jury's award for survival damages in this case. There was substantial evidence that Mr. Seay underwent great physical agony, as well as extreme emotional and mental distress. He lived with the knowledge that his disease was fatal and incurable, and suffered

progressive physical disablement that prevented him from doing the things he loved. The evidence was more than sufficient to support the jury's \$2 million award for survival damages.

The Court does not find any compelling reason to reduce the award by \$500,000, as Celanese requests. The award of \$2 million is at or below similar survival awards for plaintiffs who died from pleural mesothelioma. See, e.g., Bobo v. TVA, 2015 U.S. Dist. LEXIS 130741, at *111 (N.D. Ala. Sept. 29, 2015) (awarding the plaintiff \$3 million for the decedent's physical pain and suffering when she died of mesothelioma at 71 years of age); In re New York Asbestos Litig., 847 F. Supp. 1086, 1096-97 (S.D.N.Y. 1994) (denying remittitur of an award of \$7.5 million in pain and suffering to the estate of a mesothelioma victim who suffered with the disease for 18 months before death because his suffering was "continual, severe and unrelenting"); In re Joint E. & S. Dist. Asbestos Litig., 798 F. Supp. 925, 937-38 (E.D.N.Y. 1992), rev'd on other grounds, 995 F.2d 343 (2d Cir.), and rev'd on other grounds, 995 F.2d 346 (2d Cir. 1993) (declining to reduce an award of \$4.5 million in pain and suffering when the decedent suffered from the disease 11 months before succumbing).

As Celanese points out, in Garvin, this Court did remit the pain and suffering awarded to Mr. Garvin from \$10 million to \$1.5 million. But the cases are very different. Mr. Garvin was alive and cancer free at the time of his trial, whereas Mr. Seay suffered unrelenting pain until his mesothelioma killed him. Mr. Garvin was four years older at the time of trial than Mr. Seay was at his death, and Mr. Garvin's life expectancy was a number of years shorter. Mr. Garvin suffered from a testicular form of mesothelioma, while Mr. Seay suffered from pleural mesothelioma that caused his death by suffocation. The Court therefore finds that the award of \$2 million to Mr. Seay's estate is not unduly liberal and should not be reduced.

2. Loss of Consortium

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Damages for loss of consortium compensate the plaintiff for the loss of a spouse's "companionship, aid, society and services." S.C. Code Ann. § 15-75-20. "Under South Carolina law, unlike that of some other states, loss of consortium is an independent action, not derivative." Preer v. Mims, 323 S.C. 516, 521, 476 S.E.2d 472, 474 (1996) (citing S.C. Code Ann. § 15-75-20).

The jury's loss of consortium damages award of \$5 million is supported by the evidence that Linda Seay suffered extreme hardship and loss because of the illness and death of her husband. Linda and Dennis Seay met when they were young. They got married after only knowing each other for two days, and stayed married for 47 years. Their daughter described them as best friends. They did not have a lot of other friends and "[t]hey were just together, just the two of them." Linda Seay confirmed that, testifying that, "[w]e were just together all the time." When she was eight months pregnant she went on a fishing trip with Mr. Seay, "just to be with him."

Linda took care of him when he got mesothelioma. He always wanted her right beside him. He wanted to maintain a dignified appearance and asked her to shave him every day.

Toward the end, Mr. Seay's mind started to go and he was having such trouble breathing that he was convinced his breathing tube was crimped even though it was not. Every night, in the middle of the night, Linda Seay would have to crawl under his bed and tell him she was fixing the tubes, even though they were perfectly fine.

Linda Seay misses her husband terribly. She testified:

I just miss talking with him. I mean, you know, we talked all the time. We had -- we would -- I mean, we were together for 48 years. We -- I didn't have friends. He didn't have friends. We were just together all the time. And I miss talking to him.

Sometimes I talk to him when I -- when -- knowing he's not even there:

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(TT 10/2 at 893:16-23). She said they used to take drives into the country about every other Sunday, and that she really misses that. She said, "I just sit there at night. And it's terrible." Her whole life she always looked forward to telling her husband about anything that happened in her life, but now she thinks about wanting to do that and he's not there and "[it] is really terrible."

The jury's \$5 million loss of consortium award is supported by the evidence and is not unduly liberal. Other widows in mesothelioma cases have received substantial awards for loss of consortium. For example, in Baccus v. Atl. Richfield Co., 2010 Phila. Ct. Com. Pl. LEXIS 8, *30-31 (Pa. C.P. 2010), the court denied remittitur in a mesothelioma case where the jury awarded \$1 million on the survival action, \$2.5 million on the wrongful death action, and \$3.5 million on the wife's loss of consortium claim. The decedent had survived 11 months before succumbing to his disease. *Id.* at *28. Mrs. Seay took care of her husband through a significantly longer illness. Like Mrs. Seay, the widow in Baccus was awarded substantially more on the loss of consortium claim than the jury awarded on the survival claim. See also Schroeder v. Anchor Darling Valve Co., 2010 Phila. Ct. Com. Pl. LEXIS 283, *2, 16 Pa. D. & C.5th 449, 451 (Pa. C.P. 2010) (after a bench trial awarding \$2 million in survival damages for a mesothelioma victim, \$3 million in wrongful death damages, and \$5 million for the widow's loss of consortium).

In Garvin, this Court found "no compelling reason to disturb" an award of \$1 million for loss of consortium when there was none of the evidence the jury saw here—of a wife caring for her husband as he dies, shaving him every day, and comforting him through the loss of his mental faculties. The award was substantially higher in this case, and the evidence of Mrs. Seay's loss of consortium was likewise substantially greater.

Celanese seems to suggest that, because Mr. Seay and his wife were older and had been married a long time, her loss of consortium should not be as high as a younger wife's loss might be. The Court does not agree with this reasoning. Mr. Seay and his wife were best friends, married for 47 years. They did not have a lot of other friends and relied almost entirely on one another. The loss of such an intensely intimate and all-encompassing relationship—the relationship Mrs. Seay had built her entire life around—represented an overwhelming loss. As Celanese points out, Mrs. Seay is not a young woman, prepared to rebuild her life. When Dennis Seay got sick, Linda Seay lost everything she had built with her husband. She lost his strength and ability to care for and protect her, and she became the caretaker. And then she lost even the chance to take care of him.

In light of the damages evidence presented to the jury, the loss of consortium award is not unduly liberal and will not be disturbed.

3. Wrongful Death

"Unlike a number of other states, South Carolina's Wrongful Death Act has been interpreted by this Court to extend beyond pecuniary damages to beneficiaries. Mental shock and suffering, wounded feelings, grief, sorrow, and loss of society and companionship are recoverable in a wrongful death action." Garner v. Houck, 312 S.C. 481, 487-88, 435 S.E.2d 847, 850 (1993) (citing Smith v. Wells, 258 S.C. 316, 188 S.E.2d 470 (1972)).

The Court rejects Celanese's contention that there is insufficient evidence to support the jury's wrongful death award. Testimony about the losses of Seay's family came from his daughter, Angie Keene, and his widow, Linda Seay. Seay had three children—a daughter and two sons—and six grandchildren. His wife and daughter described a very rich family life and described what a loving husband and father he was. The family spent a lot of time together and

As adults, the children were best friends with each other and their parents. His daughter lived only 15 miles away. Mr. Seay was even close to his son-in-law, which Ms. Keene described as one of his best friends. That was a value that Mr. Seay instilled in the family: "it's something that Dad made us always know that we had one another and that we needed to put love first beyond any kind of feelings that we might would have."

All of Mr. Seay's children helped take care of him. Ms. Keene stayed with her father throughout his illness. Mr. Seay's youngest son, Justin, moved back home to help take care of his father when he got sick. Mr. Seay's oldest son, Dennis, Jr., was also there for him.

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Even when Mr. Seay was very sick, he tried to reassure his family, especially his grandchildren. If Mr. Seay had not developed mesothelioma, he would have had a life expectancy of 13 years. Ms. Keene testified that the hardest part of losing her father is that she will have to live so long without seeing him again. She and her daughters wear necklaces with an impression of her father's fingerprint.

The Court also does not find the award to be unduly liberal. A relatively recent case from New Jersey provides a helpful point of comparison. In Buttitta v. Allied Signal, Inc., 2010 N.J. Super. Unpub. LEXIS 703, *2-3, 2010 WL 1427273 (App. Div. Apr. 5, 2010), a mesothelioma case in which a father had died, the jury awarded \$3 million for each of three daughters for loss of parental care and guidance—or a total of \$9 million solely for loss of parental care and guidance. Remittitur was denied.

I. Willful and Wanton Conduct

Celanese next argues that Plaintiffs failed to introduce any evidence to support the jury's finding that it acted willfully, wantonly, or recklessly with regard to the safety of Mr. Seay. This argument is contradicted by the record at trial, which was more than sufficient to permit the jury's reasonable conclusion that Celanese's conduct warranted punitive damages.

Plaintiffs' evidence showed that Celanese knew or should have known about the dangers of the asbestos materials it purchased and required its contract workers to use on its property. Both categories of evidence are relevant in evaluating whether Celanese's conduct was willful, wanton, and reckless, and in assessing punitive damages.

There was evidence that Celanese had access to knowledge since the 1930s that asbestos exposure causes fatal disease. Celanese thus knew of asbestos hazards several decades before Mr. Seay went to work at its Spartanburg facility in 1971. Celanese's medical director, Dr. Dixon, attended an entire conference on asbestos-related diseases in 1964, where he learned about the danger of asbestosis, lung cancer, and mesothelioma. Celanese's industrial hygienist Charles Laubly had actual knowledge that asbestos could cause fatal disease when he started with Celanese in 1966. Celanese was receiving publications from the NSC and IHF throughout the 1950s and 1960s with numerous medical abstracts about mesothelioma and other asbestos-related diseases, and those publications were kept in Celanese's library. As of the 1950s, Celanese was required to follow the asbestos exposure limits in other states where it had plants, including Texas and New York. In 1970, Union Carbide told Celanese that mesothelioma was caused by slight exposure and the PEL was not protective. All of this was known to Celanese prior to Mr. Seay's work at the Spartanburg plant.

Celanese does not deny that it knew of the health hazards of asbestos exposure, including mesothelioma, as of the passage of the OSHA asbestos regulations in 1971. OSHA regulations

were in existence the entire time Mr. Seay worked for Daniel on Celanese's premises. In 1971, Celanese knew that it had to follow OSHA exposure limits but that those limits would not protect against cancer, only asbestosis, and knew that multiple precautions had to be taken to reduce exposures. Celanese is aware of OSHA's position that there is no safe level of exposure to asbestos.

The jury was presented with evidence that Celanese required contract maintenance workers to use asbestos insulation, gaskets, and packing for many years after it had knowledge of the danger. With respect to gaskets, Celanese deliberately selected asbestos gaskets over other available gasket materials that offered superior performance but were more expensive. The jury could reasonably conclude that Celanese chose to save money on gaskets rather than to prevent asbestos exposures. Celanese also purchased and required contract workers to use asbestos sheet gaskets that contained crocidolite asbestos, long known to be the most carcinogenic asbestos fiber.

Plaintiffs presented evidence that Celanese did not warn contract workers about the hazards of asbestos exposure during Mr. Seay's tenure. The evidence showed that Celanese made a deliberate decision to conceal the hazards of asbestos exposures from those working on its property. Its policy was not to place any information about hazardous products in writing. This policy was continued throughout the 1970s, when Celanese decided not to give employees interpretive statements of sampling results, and to claim, as a matter of policy, that hazard information was inconclusive.

The jury heard evidence that even though Celanese required asbestos insulating materials, and knew working with those materials could cause fatal diseases, Celanese took no measures to protect contract workers like Mr. Seay who worked with those asbestos materials on a daily

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basis. Celanese had no work practice requirements for asbestos, and never audited Daniel to see if they were implementing measures to protect their workers from the asbestos products that Celanese purchased and required for use on Celanese property. Celanese never warned, even though it was the only one with the power to post warning signs on its premises. Celanese did not invite contract workers to safety meetings, even though some plants had implemented such a practice years before Mr. Seay went to work at Celanese. These failures continued throughout Seay's nine-year tenure at Celanese. Celanese's decision not to protect or warn Mr. Seay continued for many years after the OSHA asbestos regulations were the law of the land. Celanese admitted that it could have implemented numerous safety measures during the 1970s that it ultimately implemented in the 1980s and 1990s.

Plaintiffs also presented evidence that the magnitude of the risk was quite significant. OSHA has stated that there is an increased risk of mesothelioma even if exposures are kept at the current PEL of 0.1 fiber/cc. OSHA expects an additional 200 cases of mesothelioma each year at exposures at that level.

The evidence supports the jury's finding that Celanese's conduct rose to the level of knowing and conscious failure to exercise due care for the health and safety of contract workers on its premises.

J. Punitive Damages

Celanese challenges the jury's \$2 million damages award as unsupported by the evidence and disproportionate to the injuries suffered and to its conduct. In the alternative, it asks that the reward be reduced to \$50,000. Both of these motions will be denied, as the jury's relatively modest award is rooted in the factual record and is easily within constitutional limits.

"[P]unitive damages serve at least three important purposes: punishment of the defendant's reckless, willful, wanton, or malicious conduct; deterrence of similar future conduct by the defendant or others; and compensation for the reckless or willful invasion of the plaintiff's private rights." Clark v. Cantrell, 339 S.C. 369, 379, 529 S.E.2d 528, 533 (2000). Although reviewable for compliance with due process, James v. Horace Mann Ins. Co., 371 S.C. 187, 194, 638 S.E.2d 667, 670 (2006), a jury's punitive damages award is "entitled to a strong presumption of validity." TXO Production Corp. v. Alliance Res. Corp., 509 U.S. 443, 453 (1993). In Mitchell v. Fortis Ins. Co., 385 S.C. 570, 686 S.E.2d 176 (2009), the South Carolina Supreme Court set forth three guideposts to be applied in conducting a post-judgment review of a punitive damages award: "(1) the degree of reprehensibility of the defendant's misconduct; (2) the disparity between the actual and potential harm suffered by the plaintiff and the amount of the punitive damages award; and (3) the difference between the punitive damages awarded by the jury and the civil penalties authorized or imposed in comparable cases." Austin v. Stokes-Craven Holding Corp., 387 S.C. 22, 691 S.E.2d 135, 150-151 (2010). These guideposts incorporate the relevant factors set forth in Gamble v. Stevenson, 305 S.C. 104, 406 S.E.2d 350 (1991) and BMW of North America v. Gore, 517 U.S. 559 (1996). See Mitchell, 385 S.C. at 587, 686 S.E.2d at 185.

The United States Supreme Court has noted that the degree of reprehensibility of a defendant's conduct is "perhaps the most important indicium of the reasonableness of a punitive damages award," BMW of North America v. Gore, 517 U.S. 559, 565 (1996), for the simple reason that some things are worse than others. In evaluating reprehensibility, a court should consider factors such as whether:

the harm caused was physical as opposed to economic; the tortious conduct evinced an indifference to or a reckless disregard of the health or safety of others; the target of the

conduct had financial vulnerability; the conduct involved repeated actions or was an isolated incident; and the harm was the result of intentional malice, trickery, or deceit, or mere accident.

State Farm Mut. Auto. Ins. Co. v. Campbell, 538 U.S. 408, 419 (2003).

Substantial evidence supports the jury's determination that Celanese's conduct was reprehensible. That evidence included Celanese's decision to continue using asbestos products when there were available alternatives, and deliberately concealing the nature of the danger from contract workers like Mr. Seay. This was not isolated conduct, but continued for almost a decade, including many years after OSHA required warnings and precautionary measures from Celanese.

Also relevant is the ratio between the compensatory damages award, which represents the plaintiff's actual or potential harm, and the punitive damages award. Mitchell, 385 S.C. at 588. "[A] court, when determining the reasonableness of a particular ratio of actual or potential harm to a punitive damages award, may consider: the likelihood that the award will deter the defendant from like conduct; whether the award is reasonably related to the harm likely to result from such conduct; and the defendant's ability to pay." Id. A single-digit ratio is generally thought to comport with due process.

The legislature has capped punitive damages at three times the compensatory award. S.C. Code Ann. §15-32-530. Such a cap is a public policy judgment that a 3:1 ratio is an inherently reasonable limit on punitive damages. The jury's award was well within this presumptively reasonable ratio. The award was only a fraction of the entire compensatory award of \$12 million, and equal to the \$2 million survival damages award alone.

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The Court finds that the jury's punitive damages award serves the punishment, deterrence, and compensatory purposes outlined by the South Carolina Supreme Court. The award is not unduly liberal and is consistent with due process.

IV. Order

The Court **DENIES** Celanese's motions for judgment notwithstanding the verdict, new trial absolute, and new trial nisi remittitur. The jury's verdict of \$14 million against Celanese will stand. Plaintiffs are awarded costs in the amount of \$3,047.50, as well as interest on the judgment as allowed by law.

IT IS SO ORDERED.



D. Garrison Hill
Circuit Judge

January 8, 2016
Greenville, South Carolina

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CLERK OF COURT

Attachment
(Form 4 judgment & verdict filed 10/16/2015)

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4203915

Angie Keene, as Personal
Representative of the
Estate of Dennis Seay and
Linda Seay, Individually

CBS Corporation Fka

Chicago Pneumatic Tool
Company Llc

CNA Holdings LLC

Crane Co

Highbee Inc

Hoke Inc- Delaware

Ingersoll Rand Company

John Crane Inc

Metropolitan Life

Insurance Company

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☒ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: See page 2

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

2138

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on 16 day of October 2015, and a copy mailed first class or placed in the appropriate attorney's box on 16 day of October 2015, to attorneys of record or to parties (when appearing pro se) as follows:

Christopher J. Panatier - 3232 McKinney Avenue,
Suite 610, Dallas TX 75204
Kevin Paul - 3232 McKinney Avenue, Suite 610,
Dallas TX 75204
Theile McVey - 1330 Laurel St., Columbia SC
29201

James Elliott - 40 Calhoun St., Suite 220,
Charleston SC 29401
Lane Young - Hawkins Parnell Thackston &
Young Llp 303 Peachtree St, Ne Ste 4000 Atlanta
GA 30308
Chris Collier - Hawkins Parnell Thackston &
Young Llp 303 Peachtree St Ne Ste 4000 Atlanta GA
30308
Elaine Shofner - 4000 Suntrust Plaza 303 Peachtree
Street, N.E. Atlanta GA 303083243
Mark Tivin - 135 S. LaSalle Street, Suite 2300
Chicago, Illinois 60603
Samia Nettles - 40 Calhoun St., Suite 220,
Charleston SC 29401

ATTORNEY(S) FOR THE PLAINTIFF(S)

Hollie Jenkins

Court Reporter

ATTORNEY(S) FOR THE DEFENDANT(S)

M. Hope Blackley
M Hope Blackley - Clerk of Court *Court Reporter*

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

The jury finds by unanimous consent that John Crane, Inc was NOT negligent and it was not a proximate cause of the plaintiff's injuries and damages and the Defendant John Crane, Inc is hereby Dismissed from this action.

The jury finds by a unanimous consent that Celanese was negligent and its negligence was a proximate cause of the plaintiff's injuries and damages.
\$2,000,000 actual damages for the Survival action \$5,000,000 actual damages for the Wrongful Death action \$5,000,000 actual damages for the Loss of Consortium action

The Jury Finds by unanimous consent clear and convincing evidence that Celanese was willful, wanton, or reckless. As to Plaintiffs' claims against Celanese for punitive damages the jury by unanimous consent finds by clear and convincing evidence for Plaintiffs in the amount of \$2,000,000 punitive damages.

Attachment
***(Order styled "Due Process Post-Trial Review of Punitive
Damages Award" filed 10/19/2015)***

damages award," *BMW of North America v. Gore*, 517 U.S. 559, 565 (1996), for the simple reason that some things are worse than others. In evaluating reprehensibility, a court should consider factors such as whether:

the harm caused was physical as opposed to economic; the tortious conduct evinced an indifference to or a reckless disregard of the health or safety of others; the target of the conduct had financial vulnerability; the conduct involved repeated actions or was an isolated incident; and the harm was the result of intentional malice, trickery, or deceit, or mere accident.

State Farm Mut. Auto. Ins. Co. v. Campbell, 538 U.S. 408, 419 (2003).

Here, there was sufficient evidence for the jury to conclude that the conduct of Celanese was reprehensible. For a decade, Mr. Seay was exposed to asbestos and asbestos-containing dust while he worked in a Celanese plant. As a result, he contracted mesothelioma and died at the age of seventy. Mr. Seay could have been expected to live another thirteen years. Although Celanese was well aware of the dangers to Mr. Seay on its property, it failed to take action. Celanese never warned Mr. Seay of the dangers of asbestos, nor did it take appropriate safety precautions to eliminate the risk. This conduct was reprehensible and demonstrated a callous indifference to the health and safety of others.

Significantly, the misconduct of Celanese occurred over the course of a decade. This suggests that the harm suffered was the product of something more than mere negligence, as the jury found. For decades, Celanese had access to specialized information and medical literature discussing the toxic effects of asbestos exposure. Armed with this knowledge, Celanese was obligated to warn Mr. Seay. It consciously chose not to.

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B. Ratio

A court reviewing a punitive damages award should consider the disparity between the actual or potential harm suffered and the amount of the punitive damages verdict. *Fortis*, 385 S.C. at 587-88. As the court in *Fortis* explained:

Although the Supreme Court has 'been reluctant to identify concrete constitutional limits on the ratio between harm, or potential harm, to the plaintiff and the punitive damages award,' and has consistently declined to adopt a bright line ratio or simple mathematical test, the Court has remarked that 'in practice, few awards exceeding a single-digit ratio between punitive and compensatory damages to a significant degree will satisfy due process.' *Campbell*, 538 U.S. at 425, 123 S.Ct. 1513. Nevertheless, the Supreme Court has made clear that 'there are no rigid benchmarks that a punitive damages award may not surpass,' so long as 'the measurement of punishment is both reasonable and proportionate to the amount of harm to the plaintiff and the general damages recovered.' *Id.* at 425-26, 123 S.Ct. 1513. With this instruction in mind, we note that a court, when determining the reasonableness of a particular ratio of actual or potential harm to a punitive damages award, may consider: the likelihood that the award will deter the defendant from like conduct; whether the award is reasonably related to the harm likely to result from such conduct; and the defendant's ability to pay.

Id.

The ratio here of 1 to 6 is inverse, and is neither unreasonable nor disproportionate to the harm suffered and the actual damages. It is beyond dispute that Mr. Seay died a miserably painful death, and his family suffered a devastating loss. The verdict here furthered the ancient goals of punishment and deterrence, and is sufficiently grounded in reason to warrant a finding that the jury's award did not arbitrarily deprive Celanese of property without due process of law.

While nothing in the record suggests the ability of Celanese to pay, the absence of such evidence is not a bar to a punitive damages award. It is well established that "evidence of net worth is not a prerequisite to a punitive damage award ... [as there is] 'no requirement that the defendant be a man of means before the jury is justified in awarding punitive damages.' *Welch v. Epstein*, 342 S.C. 279, 536 S.E.2d 408, 423 (Ct. App. 2000) (citation omitted).

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C. Comparable Penalty Awards

Fortis instructs that a reviewing court "should consider the difference between the punitive damages awarded by the jury and the civil penalties authorized or imposed in comparable cases."

Fortis, 385 S.C. at 588. To identify comparable cases, courts may consider factors such as the type of harm suffered by the plaintiff, the size of the award, the reprehensibility of the defendant's conduct, and the ratio of actual or potential harm to the punitive damages award. *Id.* at 589.

There is no evidence that the punitive award is dissimilar to those returned in other asbestos-related or wrongful death cases. The reprehensibility of Celanese's conduct, coupled with the harm suffered by Plaintiff, reveals the jury's award of punitive damages is not grossly excessive.

Further, while South Carolina courts frequently uphold verdicts on the low end of the single-digit spectrum, deviation from this norm occurs regularly. *Id.* at 593 (citing *James v. Horace Mann Ins. Co.*, 371 S.C. 187, 196-7, 638 S.E.2d 667, 671-2 (2006)); *Collins Entertainment Corp. v. Coats & Coats Rental Amusement*, 355 S.C. 125, 584 S.E.2d 120 (Ct.App.2003) (upholding a 9.96 to 1 ratio); *Cock-N-Bull Steak House, Inc. v. Generali Ins. Co.*, 321 S.C. 1, 466 S.E.2d 727 (1996) (upholding a 28 to 1 ratio). Here, the meager 1 to 6 ratio demonstrates that the jury was conservative and thoughtful. The jury did not run astray; rather, it returned a verdict in keeping with the law.

In a comparable asbestos exposure case two years ago (which involved ~~respiratory~~ mesothelioma not resulting in death), the court granted a Defendant a new trial nisi remittitur and reduced the actual damage award to \$1,500,000.00 and the punitive damage award to \$3,500,000.00. See *Garvin v. Agco Corp.*, No. 2012-CP-40-6675, 2014 WL 8628438, at *1, *18 (S.C.Com.Pl. Dec. 10, 2014). Celanese's conduct here as the premises owner was more

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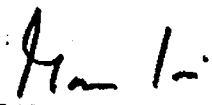
reprehensible than that of the gasket manufacturer in *Garvin*. Here the jury found a major corporation callously caused Mr. Seay's death. There was evidence from which the jury could have found that Celanese attempted to conceal its knowledge of the lethal risk of asbestos exposure that directly affected the health of Mr. Seay for a ten year period. No one who heard the evidence could say the punitive award was out of constitutional bounds.

III. Conclusion

The jury's punitive damage award rationally advanced the historic aims of punishment and deterrence. The conduct of Celanese was highly reprehensible, the ratio of the verdict to the compensatory award was reasonably proportionate, and the verdict is not dissimilar to comparable penalty awards. The verdict therefore comports with due process.

IT IS SO ORDERED.

October 14, 2015
Greenville, South Carolina


D. Garrison Hill
Circuit Judge

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Attachment
(Order filed 07/28/2015)

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

FOR THE SEVENTH JUDICIAL CIR-
CUIT

Angela D. Keene, Individually and as
Personal Representative of the Estate of
Dennis Seay, Deceased, and Linda Seay,

Plaintiffs,

vs.

3M COMPANY., *et al.*,

Defendants.

C/A No. 2013-CP-42-03915

ORDER

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M. HOPE BLANCHET

In this asbestos case, Defendant CNA Holdings, LLC's ("CNA") moves to Dismiss Plaintiff's Complaint for Failure to State a Claim or in the Alternative for Summary Judgment, based on the Statutory Employee Doctrine. CNA's motions were brought under Rule 12(b)(6) and 56, SCRPC and heard on July 27, 2015. After considering the evidence of record, the arguments of counsel, and the applicable law, the Court denies the motions.

I. Facts

Plaintiffs allege Mr. Dennis Seay worked with or around various asbestos-containing materials while employed by Daniel Construction Company at Hoechst Celanese in Spartanburg, South Carolina. Mr. Seay testified in his deposition that he worked at Hoechst Celanese for Daniel Construction from 1969 until about 1978. Mr. Seay was a Daniel employee during the entire time that he worked at the Hoechst Celanese facility. As a millwright helper and millwright, Mr. Seay was responsible for repairs and preventive maintenance work on equipment at Hoechst Celanese.

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Daniel was the exclusive maintenance provider at the Hoechst Celanese facility. Hoechst Celanese did not have its own maintenance or construction division before or during the time Mr. Seay worked at the facility. All maintenance work at the facility was performed by Daniel employees.

II. Issue

The question presented is whether Dennis Seay—a direct employee of Daniel—was a statutory employee of Hoechst Celanese at the time of his alleged asbestos exposure and engaged in an activity that was part of Hoechst Celanese's "trade, business or occupation," S.C. Code § 42-1-400.

III. Law/Analysis

The statutory employment concept is derived from South Carolina Code Ann. § 42-1-400. Olmstead v. Shakespeare, 354 S.C. 421, 424, 581 S.E.2d 483, 484 (2003). That section provides,

When any person, in this section and §§ 42-1-420 and 42-1-430 referred to as "owner," undertakes to perform or execute *any work which is a part of his trade, business or occupation* and contracts with any other person (in this section and §§ 42-1-420 to 42-1-450 referred to as "subcontractor") for the execution or performance by or under such subcontractor of the whole or any part of the work undertaken by such owner, the owner shall be liable to pay to any workman employed in the work any compensation under this Title which he would have been liable to pay if the workman had been immediately employed by him.

S.C.Code Ann. § 42-1-400 (Supp.2002) (emphasis added). Our supreme court has found that this legislation "is a protection of the employees of irresponsible contractors who do not provide workmen's compensation coverage for their employees, and prevents employers from escaping liability by doing through independent contractors what they would otherwise do through their own employees." Adams v. Dawson-Paxon Co., 230 S.C. 532, 545, 96 S.E.2d 566 (1957) (emphasis added). Whether an individual is a statutory em-

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ployee is not an issue of subject matter jurisdiction, but rather one of exclusive jurisdiction. Sabb v. S.C. State Univ., 350 S.C. 416, 567 S.E.2d 231 (2002).

In deciding whether an employee was doing something that was "part of the trade, business or occupation" of the owner, our supreme court has devised the following disjunctive inquiry: (1) whether the activity is an important part of the trade or business, (2) whether the activity is a necessary, essential and integral part of the business, or (3) whether the identical activity in question has been performed by employees of the principal employer. Glass v. Dow Chemical Co., 325 S.C. 198, 201, 482 S.E.2d 49, 50 (1997).

If the activity meets even one of these criterion, then the injured worker becomes a statutory employee of the owner within the meaning of the Workers Compensation Act. However, unless a court wishes to flee reality and be led down a rabbit hole of terminology it must remember that despite the three-fold test, "there is no easily applied formula", and "the guidepost is whether ... that which is being done is or is not a part of the general trade, business or occupation of the owner." Abbott v. The Limited, Inc., 338 S.C. 161, 526 S.E.2d 513 (2000) (quoting Hopkins v. Darlington Veneer Co., 208 S.C. 311, 38 S.E.2d 4, 6 (1946)).

In deciding whether Hoechst Celanese can meet the first two Glass tests - whether the activity at issue was either an "important part," or a "necessary, essential, and integral part" of Hoechst Celanese's business - this court must apply Abbott v. The Limited, Inc., 338 S.C. 161, 526 S.E.2d 513 (2000) and Olmstead v. Shakespeare, 354 S.C. 421, 581 S.E.2d 483 (2003). In Abbott, the court held that an employee of a common carrier who had slipped and injured himself while delivering and stocking goods which in turn were sold by a retailer did not render the worker a statutory employee of retailer. The

court reasoned that while the receipt of goods was integral to retailer's business, the actual delivery of the goods was not a "part or process" of retailer's business. Abbott, 338 S.C. at 163 ("The fact that it was important to Retailer to receive goods does not render the delivery of goods an important part of Retailer's business.") (emphasis in original). As the supreme court later emphasized, "Abbott represents a change in this state's jurisprudence on what activity constitutes 'part of [the owner's] trade, business or occupation' under section 42-1-400." Olmstead v. Shakespeare, 354 S.C. 421, 426, 581 S.E.2d 483 (2003). In Abbott, the court had overruled two Court of Appeals cases. Abbot, 338 S.C. at 164 n.1. Expanding on Abbot, the Court in Olmstead announced that "we now overrule all prior cases to the extent they are in conflict with our holding in Abbott and now in this case." Olmstead, 354 S.C. at 427.

The court also noted that Abbott "establishes that transportation of goods is important to nearly all businesses and, that transportation of goods by a common carrier alone, without something more, does not qualify as 'part of [the owner's] trade, business or occupation' under any of the three established tests for statutory employment." Olmstead, 354 S.C. at 426.

Charles Olmstead was a truck driver engaged by his employer to pick up a load of fiberglass poles from Shakespeare's nearby plant for delivery to Shakespeare customers in Montana. As Olmstead was removing some of the poles from his flatbed trailer per Shakespeare's instruction, several poles fell off the trailer and injured him. In affirming the court of appeals' finding that Olmstead was not a statutory employee of Shakespeare, the supreme court held as follows:

Shakespeare manufactures fiberglass products and was shipping a finished product to a customer via a common carrier. As this Court noted in Abbott,

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"[t]he fact that it was important to [defendant retailer] to *receive* goods does not render delivery of goods an important part of the [defendant retailer's] business" for statutory employment purposes. Likewise, the fact that it was important to Shakespeare to deliver its finished product to its customer in order to consummate a sale does not render the delivery of its products an important part of its business for purposes of statutory employment.

Shakespeare designs and manufactures fiberglass products. It is not in the transportation business; it did not own any delivery trucks and none of its employees participated in the delivery of its products beyond the loading stage. All of the raw materials used to manufacture Shakespeare's products arrive at Shakespeare by common carrier and almost all of its finished products leave the plant by common carrier. Shakespeare's representative testified in his deposition that Shakespeare pays for delivery to its customer only when the order exceeds \$3,000. Although delivery by common carrier was certainly important to Shakespeare's operation, it does not follow that such delivery was "part or process" of its manufacturing business.

Id. at 425-26 (citations omitted).

Abbot and Olmstead teach that the three tests for statutory employment must be applied practically rather than mechanically. One could superficially say that maintenance was "important" to Hoechst Celanese's business, but that does not end the normative inquiry Glass, Abbot, and Olmstead demand. If that were true, then virtually anyone directly employed by another who worked on Hoechst Celanese property would by definition be a statutory employee, unless Hoechst Celanese asserts it engages in unnecessary work. The key question is whether the activity is an important or integral "part or process" of the subject business. With regard to maintenance work specifically, "where repairs are major, specialized, or of the sort which the employer is not equipped to handle with its own work force, they are not part of the business." Glass v. Dow Chemical Co., 325 S.C. 198, 202, 482 S.E.2d 49, 51 (1997).

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M. HOFFBLACKEY

The Court in Olmstead overruled "all prior cases to the extent they are in conflict with [its] holding in Abbott and now in this case." 354 S.C. at 427. Under Abbott, it is necessary to conduct a case-specific analysis, but the focus must be on what type of business the defendant conducts. Id. at 426. Olmstead acknowledged that the test does "not eliminate the need for an individualized determination of the facts of each case in which statutory employment is alleged." Olmstead, 354 S.C. at 426. This interpretation is faithful to the actual, plain language of the statute, and appears to be an approach favored by many courts, including the Fourth Circuit, which has noted that courts interpreting the "trade, business or occupation" and similar statutory language have, "with a surprising degree of harmony ... agree[d] upon the general rule of thumb that the statute covers all situations in which work is accomplished which this employer ... would ordinarily do through employees." See Corollo v. S.S. Kresge, Co., 456 F.2d 306, 312 n. 8 (4th Cir. 1972) (quoting 1A Larson, Workmen's Compensation Law, § 49.12 at 859-60) (applying S.C. law)).

While Glass, Abbot and Olmstead provide the analytical framework for deciding Hoechst Celanese's motion, Chief Judge Sanders' opinion in Raines v. Gould, Inc., 288 S.C. 541, 343 S.E.2d 655 (Ct.App. 1987) is acutely relevant authority. Raines was injured while employed by a subcontractor to install an electrical system at a plant being constructed by Gould, a battery manufacturer, by a general contractor. The court observed that "[o]rdinarily construction work, such as building a factory structure or making electrical installations, is considered outside the trade or business of a manufacturer." Raines, 288 S.C. at 543 (citations omitted).

The court acknowledged that "[i]f however a business by its size and nature is accustomed to carrying on a more or less ongoing program of construction, perhaps having a

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construction division, or has handled its own construction in the past, construction work delegated to a contractor may be considered a part of its trade or business." Raines, 288 S.C. at 545 (citations omitted). Here, there is no evidence Hoechst Celanese had a maintenance division or has in the past performed maintenance projects of the size and scope Mr. Seay worked on.

The Raines court ultimately decided that the work Raines did in constructing the Gould plant was not part of Gould's trade or business. Gould, the court found, was in the business of manufacturing and selling batteries. Id. at 547. Judge Sanders' concluding language is especially pertinent to, and dispositive of, Hoechst Celanese's claims in this case:

Although Gould has been involved with the construction of numerous facilities on property which it owns or leases and manages, the record does not indicate that it had a construction division or that any construction work was performed by its regular employees. Rather, the record indicates Gould merely "prepares the specific designs for certain parts of the facilities, or oversees such designs, approves engineering plans and, in some instances, provides supervisory personnel to provide general assistance in the contacting of the contractors and subcontractors and coordinating their activities."

Furthermore, the record does not indicate the work being performed by Raines in constructing the plant for Gould was an integral part of its operations without which it cannot function. Every manufacturer must have a plant, but this fact alone does not make the work of constructing a plant a part of the trade or business of every manufacturer who engages a contractor to construct a plant. Otherwise, the employees of every contractor so engaged would be the statutory employees of every such manufacturer. We are aware of no case in any jurisdiction holding this and do not believe this is what the legislature intended when it enacted the South Carolina Workers' Compensation Act.

Id.

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IV. Conclusion

Because the Statutory Employee defense does not apply, the court respectfully denies Defendant CNA Holdings, LLC's Motion to Dismiss for Failure to State a Claim, or in the Alternative, Motion for Summary Judgment.

IT IS SO ORDERED.

July 28, 2015



D. Garrison Hill
Circuit Judge

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
D. Garrison Hill, Circuit Court Judge

SC Court of Appeals

Case No. 2013-CP-42-03915

Angie Keene, Individually and as Personal
Representative of the Estate of Dennis Seay, Deceased,
and Linda Seay,.....

Respondents,

v.

CNA Holdings, LLC, ...

Appellant.

PROOF OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for CNA Holdings, LLC, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings:

Notice of Appeal

Counsel Served:

Theile B. McVey, Esquire
Kassel McVey
Post Office Box 1476
Columbia, SC 29202



Lisa P. Whitehurst
Administrative Assistant

February 5, 2016

EXHIBIT F

1 So Mom every night would get down and
2 crawl under the bed and fix it for him, and there
3 would be nothing there. But she would -- whatever he
4 asked her to do --

5 Q. So she would --

6 A. -- she would do.

7 Q. So she would tell him she was fixing the
8 tubes even though --

9 A. And there was nothing --

10 Q. -- they were fine?

11 A. Yes, sir.

12 And may I say one thing --

13 Q. Sure.

14 A. -- about his character? He was always
15 extremely giving. He was selling his boat. When he
16 realized he was not going to be able to fish anymore
17 or take it anywhere, he was selling it. And a young
18 guy came by to buy it. He was from Laurens. And he
19 was a police officer.

20 And he -- Dad sold it, sold it for a very
21 cheap price. Daddy didn't get to use it but just a
22 few times. And the guy had it hooked up and was
23 getting in his truck to drive it off.

24 And Dad went, "No, no, no," goes back out
25 there. He said, "Son," he said, "you're young," and

1 Q. Some videos he was -- he was singing to
2 music he liked, right?

3 A. Right.

4 Q. Some videos, he was singing with his
5 grandkids, fair?

6 A. Yes, sir.

7 Q. This one is about a minute long, but I'm
8 going to play about 5 to 10 seconds of it. Okay?
9 And I don't have it plugged into any audio. I've got
10 the audio on here, so you may or may not be able to
11 hear it. It's not terribly that important. But I
12 just wanted to play this. This -- was this in
13 hospice?

14 A. This was in hospice, yes, sir.

15 Q. Okay. Okay. All right.

16 (Video played:)

17 "Help me, Jesus. Lord, help me, Jesus.
18 Oh, help me, Jesus."

19 BY MR. PANATIER:

20 Q. Okay. That's all I'm going to play. Now,
21 towards the end, did your father suffer immensely, in
22 your eyes?

23 A. Oh, worse than I can imagine anybody
24 suffering.

25 Q. What is the -- you know, let me ask you, I

1 he said, "and I appreciate your duty," and gave him
2 back \$250. And he just -- was just so giving.

3 And another thing that's been brought up
4 is his smoking. The reason why we know exactly when
5 he quit was when I got married 30 years ago, I had a
6 miscarriage a few years later. And Dad -- when I
7 told Dad that I was expecting, he said -- he was so
8 happy. And he said, "Angie," he said, "I'm not going
9 to smoke anymore." He said, "I'm not going to smoke
10 around my grandbabies." He said, "I'm not going to
11 smoke anymore."

12 And at this point, I'm thinking he's going
13 to need to go get the patch and all this stuff. But
14 he never picked it back up again. He just put it
15 down. And that's why we know he never did.

16 Q. Okay. He had a -- he had some problems
17 with his skin when he got into hospice. He had some
18 sores; is that fair?

19 A. Yes, sir.

20 Q. And you know what? I'm going to go right
21 by his picture. It will pop up for a second. We're
22 not going to talk about it.

23 This is the last thing I want to do. You
24 took bunches of videos of him.

25 A. Yes.

1 did tell you, when you come to court, you don't wear
2 any bling, but you do have one necklace on there.
3 What is that?

4 A. That's my dad's fingerprint.

5 Q. It's his fingerprint?

6 A. It's his fingerprint.

7 Q. You the only one that has that necklace?

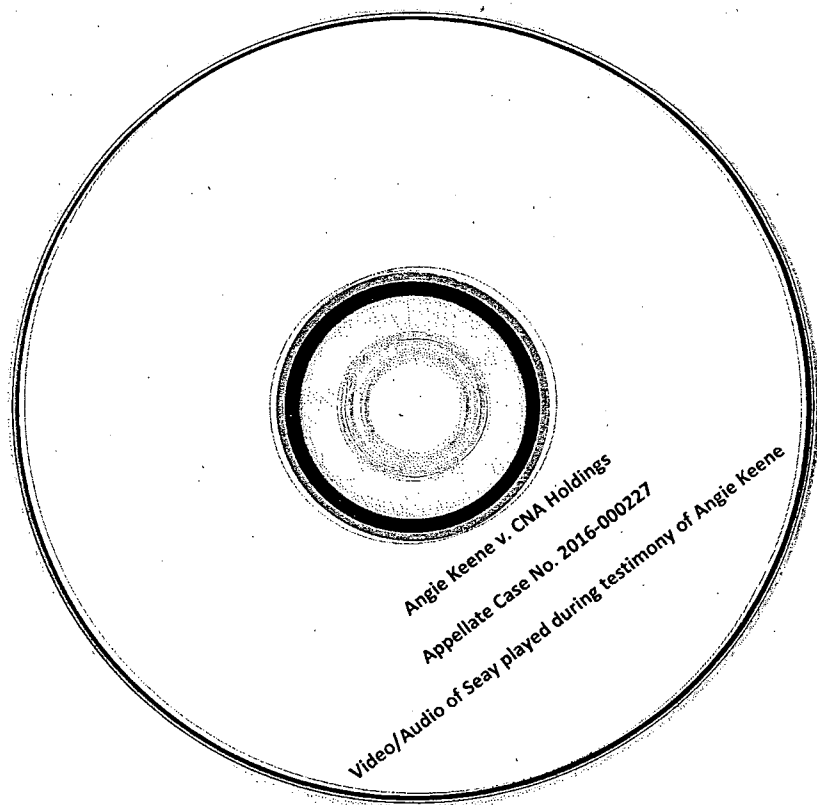
8 A. No, sir. My girls have it as well. Mine
9 has "Dad" on the back and theirs has "Papa."

10 Q. Last question for you is what will be the
11 one thing you take forward, the one thing you really
12 remember and will miss the most about your father?

13 A. That's hard because he was the -- the
14 decision maker for -- not necessarily the decision
15 maker. We went to him for every decision. He was
16 Mom's best friend. And they never had friends. They
17 were just together, just the two of them.

18 And it's like -- that was all. With us,
19 my brothers and my sisters-in-law are my best
20 friends, and Dad's just a part of it all. He's not
21 there anymore.

22 And it's not so much that -- I know he
23 suffered and I didn't want him to continue to live in
24 that. However, the hard part is knowing that we may
25 have 30, 40 years without seeing him. That's the



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JUROR NO. _____

1. Name: [REDACTED] [REDACTED] Address: [REDACTED] [REDACTED]	2. Date of Birth: [REDACTED] Place of Birth: [REDACTED] Years lived in County: 8 Years at current address: 8	3. Occupation: Maintenance Operator Type of Business: Polyester Years employed: 8
4. Past jobs: Boiler house Maintenance & Electrician	5. Educational background: High school	6. Marital Status: Married
7. Spouse's or significant other's educational background: High school 2 years UNID.	8. Spouse's or significant other's employer: house wife Job duties: Years employed: If unemployed, last employer:	9. Names and occupations of children: Vladi CNC machinist Any deceased children?

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10. Have you ever worked as a millwright or machinist and/or worked with valves, gaskets or packing? yes	11. What were your parents' occupations? Father: Electrician, car mechanic	12. Have you, or anyone close to you, ever filed a claim or a lawsuit of any kind? If so, describe: NO
13. Ever been a union member? yes If so what union? Electrician In general, do you support the goals and activities of unions nowadays? ~~Not~~ Neutral	14. If you were harmed by the negligence of another person or company, would you file a lawsuit? Yes ___ No ___ Maybe <u>X</u> If your answer is maybe, explain: Depends on the situation	15. Have you, or anyone close to you, ever sued or been sued? NO If so, were you, or the person close to you, the Plaintiff or Defendant? NO If so, please describe the nature of the lawsuit.
16. Ever served on a jury? NO Civil ☐ Criminal ☐ What court? When? Serve as foreman?	17. Have you or your spouse ever served in the Military? If so, what branch? Yes, Space Forces (Russian) If applicable, when did you or your spouse serve? 1993-1995	18. Have you or members of your family had any relationship to the claims industry, claims settlement, or claims handling (adjusting)? If so, please describe. NO

25. Do you have any concerns about health issues because of where you or your family work or live? Yes <u>No</u> ~~Yes~~ If yes, explain: What is your opinion about people who file lawsuits about asbestos-containing products? <u>Don't know</u>	26. Do you believe that there should be limits or cap on the amount of money a person can recover in a lawsuit? If so, why? <u>Don't know</u>	27. What do you know about asbestos fibers? <u>May cause a cancer</u>
28. What is your opinion about awarding money for mental anguish? <u>Don't know</u>	29. Have you cared for someone with a terminal illness or chronic health condition? Yes <u>No</u> ~~Yes~~ Have you or someone close to you had cancer? Yes <u>No</u> ~~Yes~~ If so, what kind?	30. Would you describe yourself as a leader: Rarely <u>No</u> Occasionally <u>Yes</u> Regularly <u>No</u> List any leadership roles you have held in any organization or at work:
31. Favorite TV shows: <u>N/A</u>	32. What social, political, civic, religious, and other organizations do you belong to or are associated with? <u>Pentecostal Church</u>	33. Hobbies: <u>skiing, hiking</u>

34. Have you or a close friend or family member ever been in charge of worker safety or risk management at a place of work? N/A	35. In a case involving claims of asbestos exposure, would you be inclined to favor a) the Plaintiff or b) Defendant or c) not sure and explain? not sure If yes or not sure, explain: Depends on the case	36. Have you, a family member, or someone close to you ever had any training or worked in the following? (Please check all that apply.) ☐ Machinist ☐ Medicine / nursing ☐ Electrician ☐ Mastics / sealant / adhesives ☐ Laborer ☐ Public health / health care ☐ Law or courts ☐ Safety or OSHA regulations ☐ Insulation ☐ HVAC / boilers ☒ Millwright ☒ Gaskets / valves / pumps ☐ Pipefitter If you checked any of the above, describe who the person is/was (including their name) and what type of work they did:
37. Do you believe companies do enough to warn consumers about health hazards? Most of the time	38. Do you believe employers did enough to warn their employees about health hazards in the 1960s or 1970s? was't here in 70s	39. Do you have any concern about your ability to be fair in a jury trial? N/A If yes, explain:
40. As a juror, if the law and the court's instructions conflicted with your opinions or beliefs, which would you follow? Law/court's instructions _____ My opinions/ beliefs <u>Ø</u>	41. Have you or any family members been employed by the following companies: (Circle any that apply) Daniel Fluor Daniel <u> </u> Hoechst Celanese <u> </u> Crane Co. John Crane If so, what work did you or your family member perform?	42. What are your feelings about punitive damages? N/A

43. Have you ever worn personal protective equipment (PPE) on a job? If yes, was it <u>mandatory</u> or <u>optional</u>? yes	44. What do you think an employer's responsibility is to an employee concerning health and safety? should inform employee about hazards	45. Have you ever made a workers' compensation claim? If yes, were you compensated for the claim? no
46. Do you believe corporations and individuals should be treated equally under the law? yes		

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
D. Garrison Hill, Circuit Judge

Appellate Case No. 2016-000227
Case No. 2013-CP-42-3915

Angie Keene, Individually and as Personal
Representative of the Estate of Dennis Seay, Deceased,
and Linda Seay, ... Respondents,

v.

CNA Holdings, LLC..... Appellant.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.

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April 20, 2017