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| IN RE: ALL ASBESTOS-RELATED PERSONAL INJURY OR DEATH CASES FILED OR TO BE FILED IN DALLAS COUNTY, TEXAS | § § § § | IN THE DISTRICT COURT<br><br>DALLAS COUNTY, TEXAS<br>160TH JUDICIAL DISTRICT |

**DEFENDANT, KAISER GYPSUM COMPANY, INC.'S AMENDED RESPONSES AND ANSWERS TO PLAINTIFFS' MASTER SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION TO DEFENDANT SUBJECT TO AND WITHOUT WAIVING SPECIAL APPEARANCES TO PRESENT MOTIONS OBJECTING TO JURISDICTION**

TO: Plaintiffs, by and through their attorneys of record, Silber, Pearlman, Worthington, and Bruegger, 1000 Highland Park Place, 4515 Cole Avenue, LB 34, Dallas, Texas 75205-4185.

Now Comes, Kaiser Gypsum Company, Inc. ("Kaiser Gypsum"), Defendant, subject to its now pending and any future special appearance to present motions objecting to personal jurisdiction, and files this its Amended Responses and Answers to Plaintiffs' Master Set of Interrogatories and Request for Production to Defendant Subject to and Without Waiving Special Appearances to Present Motions Objecting to Jurisdiction.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been forwarded to attorney for Plaintiffs by certified mail, return receipt requested and that the document has been made available to all other known counsel of record on this the 27th day of July, 1992.



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## PRELIMINARY STATEMENT AND OBJECTIONS

### A. ORIGINAL STATEMENT

Subject to and without waiving its current or any future special appearances, Defendant, Kaiser Gypsum, makes this preliminary statement and objections:

Defendant, Kaiser Gypsum, currently has special appearance motions pending in twelve cases involving over 100 plaintiffs in Dallas County. Eight of these cases involve numerous plaintiffs who are Oregon or Washington residents. Each and every objection, response or matter contained in these amended responses and answers is made strictly subject to and without waiving any pending special appearance motion. To the extent that Kaiser Gypsum is named and served as a party in future cases venued in Dallas County, these interrogatory responses shall also be subject to, and without waiving, any future special appearance motions. Defendant, Kaiser Gypsum, expressly objects to each and every discovery request to the extent that it seeks any information in those cases wherein a special appearance is pending for the reason that such discovery requests are not related to any special appearance motion or likely to lead to the discovery of evidence admissible in a special appearance hearing.

Defendant, Kaiser Gypsum, also is involved in four cases involving plaintiffs who are Dallas residents, in which Kaiser Gypsum's special appearance motion has been denied. Kaiser Gypsum objects to each and every discovery request to the extent it is unrestricted as to time and geography on the grounds that such requests are unreasonably burdensome and not reasonably related to discovery of evidence related to such claims.

Kaiser Gypsum records disclose that it made some sales of two asbestos-containing products to customers located in Texas from 1961-71. See response to Interrogatory No. 6, infra. Therefore, Kaiser Gypsum's responses herein are limited to information concerning products manufactured by Kaiser Gypsum during that time period.

Kaiser Gypsum has not conducted manufacturing or sales operations in the United States since 1978, some fourteen years ago. All Kaiser Gypsum facilities that manufactured products, including some asbestos-containing products, were sold to non-affiliated third parties. Accordingly, Kaiser Gypsum has no current employees with detailed, personal knowledge concerning its former production and sales of asbestos-containing products, particularly with reference to any products that could be the subject of lawsuits in Dallas County. The responses herein are based on review of retained Kaiser Gypsum records and information provided by former Kaiser Gypsum employees. In this connection it



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should be noted that Kaiser Gypsum has not been sued in Texas in asbestos-bodily injury cases until recently, and, consequently, research in company records related to Texas sales was begun only recently. Kaiser Gypsum has and will continue to use its best efforts to provide answers based on its current knowledge, the knowledge of former employees who are accessible to it, and such company records and documents as have been retained.

Kaiser Gypsum will supplement these responses on a continuing basis as additional information becomes available to it in the course of further research into company records and upon inquiry of former Kaiser Gypsum employees who may be knowledgeable on any of the subject areas.

**B. BACKGROUND OF THE AMENDED RESPONSE**

After Kaiser Gypsum filed and served its original responses to these interrogatories on May 29, 1992, plaintiffs' counsel brought a motion to compel further answers. The basis for the motion was plaintiffs' contention that Kaiser Gypsum must provide information as to all of its products that ever contained asbestos as an ingredient (not just those sold to customers located in Texas). Plaintiffs' filed this motion despite the fact that Exhibit A to Kaiser Gypsum's original answers provided information as to all products.

In compromise to plaintiffs' motion to compel, Kaiser Gypsum, by letter dated June 19, 1992, (attached hereto as Exhibit C), agreed to provide amended responses incorporating certain information regarding all of its products that used asbestos as an ingredient. The interrogatories to which this information is relevant are listed below. Kaiser Gypsum's agreement to provide these amended responses was made without waiving any objections Kaiser Gypsum has to any of these interrogatories. Accordingly, Kaiser Gypsum's Amended Response provides additional information in response to Interrogatory Nos. 4-7, 12, 14, 16, 20, 21, 31, 41, 42, 51 and 52 as they relate to all asbestos-containing products manufactured by Kaiser Gypsum.

**GENERAL OBJECTIONS**

1. Defendant Kaiser Gypsum objects to each and every discovery request to the extent that it requires Defendant to search through all corporate documents or all corporate documents relating to asbestos for the reason that such requests are clearly overbroad, unduly burdensome, exceptionally expensive, and not reasonably related to the discovery of evidence relevant to the claims of plaintiffs claiming injury arising out of alleged exposure to Kaiser Gypsum products in Texas.



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2. Defendant Kaiser Gypsum, objects to definition number 6 for the reason that the term "contain" was not changed to the word "contained" as ordered by Judge Whittington on January 17, 1992.

3. Defendant Kaiser Gypsum objects to Interrogatories No. 60, 61, 62 and 63 for the reason that such interrogatories were not in the proposed master set of interrogatories and therefore, no opportunity for objections was presented to defense counsel. Defendant objects to this unilateral and blatant attempt to circumvent the procedure set forth by Judge Whittington of the 160th District Court. In addition, Defendant objects to identifying expert and fact witnesses in a master set of discovery as requested in Interrogatories No. 60 and 61 when these witnesses are unique to each case.

4. Defendant Kaiser Gypsum objects to the master set of interrogatories to the extent that they seek matters privileged under the Texas Rules of Civil Procedure and Texas Rules of Evidence including, but not limited to, information and matters presented by the attorney/client privilege and attorney work product exemption.

5. Defendant Kaiser Gypsum objects to the 22 definitions set forth at the beginning of the interrogatories as an improper attempt to give meanings to ordinary English language words that are contrary to their accepted meanings and which render the interrogatories ambiguous, clearly overbroad, or unduly burdensome to answer.

Defendant expressly incorporates each and every general and preliminary objection into its response to each interrogatory and request for production.



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## DEFINITIONS

As used in this set of Interrogatories and Request for Production, the following terms mean:

1. The words "Defendant," "You," "Your," "Your company," all mean the corporate Defendant separately answering these Interrogatories, and any of its merged, consolidated, or acquired predecessors, divisions, subsidiaries, foreign subsidiaries, foreign subsidiaries of predecessors, and/or affiliates known to have mined, manufactured, sold, marketed, utilized or distributed asbestos or asbestos-containing products or that incorporated asbestos or asbestos-containing products into ships or other water-going vessels. This definition includes present and former officers, directors, agents, employees, and all other persons acting or purporting to act on behalf of the corporate Defendant or its predecessors, subsidiaries, and/or affiliates known to have mined, manufactured, sold, market or distributed asbestos or asbestos-containing products. "Predecessors" further means any business firm, whether or not incorporated, which had all or some of its assets purchased by you or came to be acquired by you whether by merger, consolidation, or otherwise known to have mined, manufactured, sold, marketed, utilized, or distributed asbestos or asbestos-containing products. "Subsidiaries" further means any business firm, whether or not incorporated, which is or was in any way owned or controlled, in whole or in part by Defendant or its predecessors and which is known to have mined, manufactured, sold, marketed, utilized or distributed asbestos or asbestos-containing products.

   Defendant is required to produce a schematic or diagram detailing its subsidiaries, predecessors and divisions that would be included in the above definition. (See Request for Production No. 2)

2. The words "document", "documents", "written materials", or "printed matter" include any written, printed, recorded or graphic matter, photographic or videographic matter or sound reproductions or computer input or output, including but not limited to: contracts, notes, rough drafts, inter-office memoranda, reports, research materials, logos, diaries, calendars, bank statements, tax invoices, diagrams, studies, manuals, minutes, by-laws, articles of incorporation, resolutions, shareholder endorsements, or partnership documents however produced or reproduced, that (1) are now or were formerly in the possession, custody, or control of the Defendant (including documents at any time in the possession, custody or control of their subsidiaries, whether domestic or international, or merged or acquired predecessors), or (2) are



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known or are believed to be responsive to these Interrogatories regardless of who now has or formerly had custody, possession or control.

3. The word "person" or "persons" include natural persons, firms, partnerships, associations, joint ventures, corporations, and any other form of business organization or arrangement, and officers, directors shareholders, employees, agents, and contractors of any business organization or arrangement.

4. The words "meeting" or "meetings" may mean any coincidence or presence of any persons, whether or not such coincidence or presence was pre-arranged, was formal or informal, or was in connection with some other activity.

5. The words "describe" or "description", when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine and fully comprehend or understand the place, thing, or occurrence described.

6. The words "product containing asbestos fibers," "asbestos-containing products," "asbestos products" all refer to any products or materials prepared in any way for sale and/or distribution that contained any kind of asbestos in any possible form. The words "asbestos materials" refer to any and all materials, substance, or matter used or assembled or fabricated during the manufacture of a product, and that contain at least some asbestos fibers. "Product" includes, but is not limited to, pipecovering, turbines, cement, block, gaskets, packing, plaster, joint compound, floor and ceiling tiles, mastics, boilers, raw fibers, fireproofing, shingles, panels, sheets, boards, millboard, refractory cement, boilers, firebrick, brake and clutch linings, finishing compound, texture, and other construction, buildings, drywall, lath and insulation materials.

7. The words "design changes," and "modifications" mean alterations in the makeup and/or components of a particular product, including but not limited to, variations in the amount or type of asbestos used in the process of manufacturing the product.

8. The words "releasing products to the public" means selling, distributing, marketing, or otherwise causing the products to be available to the general public and/or resale and wholesale outlets for sale.

9. The words "distribute," "distributed," "distributor," and "distribution" all refer to the sale, marketing, dispersal and/or shipment of asbestos-containing products for purposes



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of their sale, resale and/or for purposes of filling orders provided by other business concerns. The word "distributor" specifically refers to a company or its sales representatives, whether dependent or independent, responsible for sales or marketing of products.

10. The words "marketed," and "market" mean and include all efforts to assist in the distribution and/or sale of products. More generally, these terms refer to only efforts on your part or the part of manufacturers or distributors to sell or otherwise distribute products.

11. The words "medical advisory capacity" refer to the duties, abilities or capabilities of any member of Defendant's staff, or any individual or organization who has contracted with Defendant, to provide services of a medical nature, including but not limited to providing medical advice.

12. The words "trade organization," or "trade association" mean any organization or associations of business or industrial entities that are associated and/or meet for the purpose of achieving common goals and/or exchanging information related to common needs or interests, and/or learning information or facts of interest to the various members of the organization or association.

13. The word "plant' means a manufacturing or assembly facility where products are assembled, manufactured, constructed, fabricated, or where component parts, materials, substances, or matter of such products are fabricated, assembled, or manufactured or are prepared for further fabrication and/or assembly.

14. The word "manufacture," or "manufactured" means to fabricate, to construct, to assemble, prepare for fabrication or assembly, or any other action taken prior to completion of the product or material before the time of its shipment.

15. The word "resale" means the sale of a finished product or products previously purchased by your company from another company, either with or without alterations, changes, or modifications to the product prior to the sale by your company.

16. The words "sales materials," or "written sales materials" mean any and all documents or literature of a promotional nature that were created or printed for the purpose of assisting in the marketing or distribution of the products. Such documentation may include, but is not limited to, sales invoices, order slips, and other written indicia of orders received and sales made.



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17. The words "rebranding agreement" mean an agreement of any kind whereby one party to the agreement is provided products by the other party to the agreement and the agreement contemplates that the first party will place the brand name of its choice upon the products, either by repackaging or otherwise, and then proceed to sell, market, distribute and/or place the product in the steam of commerce, utilizing its new brand names.

18. The words "research" and "research department" refer to efforts, whether scientific or otherwise, to develop new an/or different types of products, processes or designs of pre-existing products and is meant to incorporate all efforts that specifically contemplated the possible alteration of products.

19. The words "medical department" refer to an individual or a section or group of individuals working for Defendants, either directly or in a contractual capacity, whose purpose was or is to provide guidance, assistance, or advise concerning any aspect of medical health, including but not limited to, the safety of Defendant's workers and the safety of individuals using products manufactured by the Defendant.

20. The words "industrial hygiene surveys" means surveys, tests, interviews, or other procedures taken or effectuated for the purpose of determining the possibility or existence of detrimental effects caused by Defendant's products on the health of Defendant's workers and/or potential, anticipated, and/or known end users of Defendant's products.

21. The words "potential health hazards," or "health hazards" refer and relate to any injury, effect, damage, scarring, wound, impairment or disability of any part of the human anatomy, including but not limited to the lungs and lung linings, that is caused by or associated with exposures to asbestos dust and fibers.

22. The terms "test" and "testing" are used in their broadest sense, including but not limited to, studies of atmospheric dust samples, studies of the concentration of asbestos in such airborne test sample, studies of the lung conditions of workers (by x-ray or other means of medical surveillance), pulmonary function studies of workers, animals studies, pathological studies, industrial hygiene studies, risk assessment studies, cost-benefit analyses and any other studies on the product concerning health and safety required by any governmental agency.



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## INTERROGATORIES

INTERROGATORY NO. 1:

State the name, address, job title, length or time employed by Defendant, and a year-by-year list of all other positions, titles, or jobs held when working for Defendant of each person who has supplied any information used in answering these interrogatories.

ANSWER: **Subject to Defendant's special appearance and preliminary and general objections and without waiving same: Melissa A. Youngman, 1333 N. California Boulevard, Walnut Creek, California 94596, Secretary and Treasurer; 10 years; Secretary since 1988, Assistant Treasurer (1982-92); Treasurer since March 27, 1992.**

INTERROGATORY NO. 2:

State whether or not you are a corporation. If so, state your correct corporate name, the state of your incorporation, the address of your principal place of business, the name and address of the person or entity authorized to accept service of process on your behalf, and whether or not you have ever held a Certificate of Authority to do business in the State of Texas.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Yes.**

**Corporate Name:** Kaiser Gypsum Company, Inc.

**State of Incorporation:** Washington

**Principal Place of Business:** 1333 N. California Boulevard, Walnut Creek, California 94596

**Person Authorized to Accept Service:** C.T. Corporation System, 818 W. 7th St, Los Angeles, California 90017; Melissa A. Youngman, 1333 N. California Boulevard, Walnut Creek, California 94596

**Authority to do business in Texas:** Yes (1959-88).

INTERROGATORY NO. 3:

Has Defendant or any of its predecessor or subsidiary companies at any time engaged in the mining and subsequent sale of material containing asbestos fibers? If so, identify the location of the mine(s), the years of its operation, the type of asbestos mined and whether you sold any asbestos to any Defendants in the Dallas County Asbestos litigation.



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ANSWER: Subject to Defendant's special appearance and preliminary and general objections and without waiving same: No.

INTERROGATORY NO. 4:

Identify by name each product containing asbestos fibers that Defendant or any of its predecessor or subsidiary companies at any time manufactured or sold.

ANSWER: Kaiser Gypsum objects to this interrogatory because it is unlimited in time and geographic scope, with the result that it is unduly burdensome and not reasonably related to the discovery of evidence relevant to the claims of Dallas residents. Without waiving these objections and subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:

Kaiser Gypsum made 26 sales of wallboard "Laminating Compound" to Texas customers between 1961-71, only 9 of which were in Dallas County.

Kaiser Gypsum made nine sales of wallboard "Joint Compound" to Texas customers between 1961-71, none of which were in Dallas County.

Kaiser Gypsum also manufactured and sold the following list of products that contained asbestos, none of which were ever sold to customers located in Texas:

Decorative texture paints

Cover-Tex Texture Paint
Spray-Tex Texture Paint
Spray Cover-Tex Texture Paint
Kaiser-Tex Texture Paint
Cover-Tex Wall Texture Texture Paint
K-Spray Ceiling Texture Paint

Compounds for Gypsum Wallboard

Finishing Compound-Powder
One Day Joint Compound-Powder
3-Purpose Compound-Powder
Premix Joint Compound
Premix Finishing Compound
Dual Purpose Premix Compound
Premix Topping Compound



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Compounds for Electric Radiant Home Heating Systems

Filler Compound
Radiant Heat Compound
Radiant Heat Surfacing Compound
Radiant Heat Scrimless Surfacing Compound
Radiant Heat Joint Compound

Compounds for Exterior Wallboard

X-Terior Premix Prefill Compound
X-Terior Premix Wall Texture Compound

Lay-In Board/Ceiling Tile

Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)"

For a listing of and additional descriptive information on products manufactured and sold by Kaiser Gypsum that contained asbestos, see Attachment A; 55 Federal Register 5144, 5150-51 (Asbestos Information Act).

INTERROGATORY NO. 5:

Identify by name each product containing asbestos fibers that Defendant or any of its predecessor or subsidiary companies at any time marketed or sold.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: See Answer to Interrogatory No. 4.

INTERROGATORY NO. 6:

If the answer to one or more of the last three interrogatories is in the affirmative or lists any products, state as to each named product the following:

a. As to each product, state whether such product was mined, manufactured, marketed, and/or sold.

b. The names of the companies mining, manufacturing, marketing, and/or selling each product mined, manufactured, marketed, and/or sold.

c. The trade or brand name of each of those products mined, manufactured, marketed and/or sold.

d. The date each of the named products was placed on the market.



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e. A description of the physical (chemical) composition of each of the named products, including the type of asbestos contained in the product and the percentage of asbestos put in each product.

f. The date each of the products was removed from the market and no longer sold or distributed and the reason or reasons therefor.

g. The date asbestos was removed from such products, if ever, and the reasons therefor.

h. A description of the physical appearance of each of the named products.

i. A detailed description of the intended uses of the named products.

j. Identify the last year that you sold each asbestos-containing product.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**I. PRODUCTS SOLD TO ONE OR MORE KAISER GYPSUM CUSTOMERS IN TEXAS**

**Wallboard "Laminating Compound"**

**a-c. Wallboard "Laminating Compound" was manufactured, marketed and sold by Kaiser Gypsum.**

**d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving same: Kaiser Gypsum made 26 sales of wallboard "Laminating Compound" to customers in Texas (only nine of which were in Dallas County) during the months of 5/61, 6/61, 10/61, 1/62, 5/62, 6/62, 7/62, 8/62, 3/63, 4/63, 5/63, 7/63 (two sales), 7/64, 8/64, 6/65, 7/65, 8/65, 12/65, 4/66, 4/69, 8/69, 9/69 (two sales), 3/70, and 3/71.**

**e. Wallboard "Laminating Compound" was composed primarily of soya, flour and limestone. Asbestos used was chrysotile. The amount of chrysotile ranged from 6.5-10% depending upon the date selected and formula in effect at a given manufacturing plant at that time.**



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f. Kaiser Gypsum made no sales of wallboard "Laminating Compound" to customers in Texas after 3/71. The reason is unknown. Wallboard "Laminating Compound" with asbestos as an ingredient, was discontinued in 1972. The reason for discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance in 1972.

h. Wallboard "Laminating Compound" was off-white in color.

i. Wallboard "Laminating Compound" was used as an adhesive to laminate gypsum wallboard to gypsum wallboard or to sound deadening board.

j. See response to Interrogatory 6(f).

Wallboard "Joint Compound"

a-c. Wallboard "Joint Compound" was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving same: Kaiser Gypsum made only six sales of wallboard "Joint Compound" to customers in Texas (none of which were in Dallas County), during the months of 1/61, 11/67, 2/68, 5/68, 11/68, and 2/69.

e. Wallboard "Joint Compound" was composed primarily of finely ground materials including casein or polyvinyl, clay, talc, limestone and mica. Asbestos used was chrysotile. The amount of chrysotile ranged from 6.5-16% depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. Kaiser Gypsum made no sales of wallboard "Joint Compound" to customers in Texas after 2/69. The reason is unknown. Wallboard "Joint Compound" with asbestos as an ingredient, was discontinued in 1975. The reason for discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance in 1975.

h. Wallboard "Joint Compound" was off-white in color.

i. Wallboard "Joint Compound" was used to fill gypsum wallboard joints, embed joint reinforcing tape, finish



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joints and to cover and finish nailheads and metal cornerbead.

j. Please see answer to interrogatory 6(f)

II. PRODUCTS NEVER SOLD BY KAISER GYPSUM TO CUSTOMERS IN TEXAS

"Cover-Tex" Decorative Texture Paint

a-c. "Cover-Tex" decorative textiure paint was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was apparently "placed on the market" beginning in 1952. This product was never sold to customers in Texas.

e. "Cover-Tex" decorative texture paint was composed primarily of limestone, talc and mica, with a number of other ingredients present in smaller amounts. Asbestos used was chrysotile. The amount of chrysotile ranged from 4-8.5%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Cover-Tex" decorative texture paint, with asbestos as an ingredient, was discontinued in 1967. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance in 1967.

h. "Cover-Tex" decorative texture paint was white to off-white in color.

i. "Cover-Tex" decorative textiure paint was used to produce a decorative texture paint finish over gypsum wallboard surfaces.

j. See response to Interrogatory 6(f).



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"Spray-Tex" Decorative Texture Paint

a-c. "Spray-Tex" decorative texture paint was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1956. This product was never sold to customers in Texas.

e. "Spray-Tex" decorative texture paint was composed primarily of limestone, talc and mica, with a number of other ingredients present in smaller amounts. Asbestos used was chrysotile. The amount of chrysotile ranged from 5.5-11%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Spray-Tex" decorative texture paint with asbestos as an ingredient, was discontinued in 1967. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Spray-Tex" decorative texture paint was white to off-white in color.

i. "Spray-Tex" decorative texture paint was used to produce a decorative texture paint finish over gypsum wallboard surfaces.

j. See response to Interrogatory 6(f).

"Spray Cover-Tex" Decorative Texture Paint

a-c. "Spray Cover-Tex" decorative texture paint was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1956. This product was never sold to customers in Texas.

e. "Spray Cover-Tex" decorative texture paint was composed primarily of limestone, talc and mica, with a number of



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other ingredients present in smaller amounts. Asbestos used was chrysotile. The amount of chrysotile ranged from 5.5-11%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Spray Cover-Tex" decorative texture paint, with asbestos as an ingredient, was discontinued in 1967. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Spray Cover-Tex" decorative texture paint was white to off-white in color.

i. "Spray Cover-Tex" decorative texture paint was used to produce a decorative texture paint finish over gypsum wallboard surfaces.

j. See response to Interrogatory 6(f).

"Kaiser-Tex" Decorative Texture Paint

a-c. "Kasier-Tex" decorative texture paint was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1952. This product was never sold to customers in Texas.

e. "Kasier-Tex" decorative texture paint was composed primarily of limestone, talc and mica, with a number of other ingredients present in smaller amounts. Asbestos used was chrysotile. The amount of chrysotile ranged from 4-8%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Kasier-Tex" decorative texture paint with asbestos as an ingredient, was discontinued in 1967. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Kasier-Tex" decorative texture paint was white to off-white in color.



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i. "Kasier-Tex" decorative texture paint was used to produce a decorative texture paint finish over gypsum wallboard surfaces.

j. See response to Interrogatory 6(f).

"Cover-Tex Wall Texture" Decorative Texture Paint

a-c. "Cover-Tex Wall Texture" decorative texture paint was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1968. This product was never sold to customers in Texas.

e. "Cover-Tex Wall Texture" decorative texture paint was composed primarily of limestone and talc, with a number of other ingredients present in smaller amounts. Asbestos used was chrysotile. The amount of chrysotile ranged from 4-8.5%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Cover-Tex Wall Texture decorative texture paint with asbestos as an ingredient, was discontinued in 1975. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Cover-Tex Wall Texture" decorative texture paint was white to off-white in color.

i. "Cover-Tex Wall Texture" decorative texture paint was used to produce a decorative texture paint finish over gypsum wallboard surfaces.

j. See response to Interrogatory 6(f).

"K-Spray Ceiling Texture" Decorative Ceiling Paint

a-c. "K-Spray Ceiling Texture" decorative ceiling paint was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the



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meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1961. This product was never sold to customers in Texas.

e. "K-Spray Ceiling Texture" decorative ceiling paint was composed primarily of limestone and talc, with a number of other ingredients present in smaller amounts. Asbestos used was chrysotile. The amount of chrysotile ranged from 1.3-20%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "K-Spray Ceiling Texture" decorative ceiling paint with asbestos as an ingredient, was last marketed in 1975. The reason was the development of an asbestos-free formulation.

g. Asbestos was removed from "K-Spray Ceiling Texture" decorative ceiling paint in 1975. The reason was increasing environmental and workplace health concerns and regulations.

h. "K-Spray Ceiling Texture" decorative ceiling paint was white in color.

i. "K-Spray Ceiling Texture" decorative ceiling paint was used to produce a decorative texture paint finish over gypsum wallboard or interior concrete ceilings.

j. See response to Interrogatory 6(f).

"Finishing Compound-Powder" for Gypsum Wallboard

a-c. "Finishing Compound-Powder" for gypsum wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was apparently "placed on the market" beginning in 1955. This product was never sold to customers in Texas.

e. "Finishing Compound-Powder" for gypsum wallboard was composed primarily of finely ground materials including casein or polyvinyl, clay, talc, limestone and mica. Asbestos used was chrysotile. The amount of chrysotile ranged from 3.5-16%, depending upon the date selected



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and formula in effect at a given manufacturing plant at that time.

f. "Finishing Compound-Powder" for gypsum wallboard with asbestos as an ingredient, was discontinued in 1975. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Finishing Compound-Powder" for gypsum wallboard was white to off-white in color.

i. "Finishing Compound-Powder" for gypsum wallboard was used to top and finish gypsum wallboard joints.

j. See response to Interrogatory 6(f).

"One Day Joint Compound-Powder" for Gypsum Wallboard

a-c. "One Day Joint Compound-Powder" for gypsum wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1968. This product was never sold to customers in Texas.

e. "One Day Joint Compound-Powder" for gypsum wallboard was composed primarily of finely ground materials including casein or polyvinyl, clay, talc, limestone and mica. Asbestos used was chrysotile. The amount of chrysotile ranged from 2.5-3.5%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "One Day Joint Compound-Powder" for gypsum wallboard with asbestos as an ingredient, was discontinued in 1975. The reason was the development of an asbestos-free formulation.

g. Asbestos was removed from "One Day Joint Compound-Powder" for gypsum wallboard in 1975. The reason was increasing environmental and workplace health concerns and regulations.

h. "One Day Joint Compound-Powder" for gypsum wallboard was white to off-white in color.



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i. "One Day Joint Compound-Powder" for gypsum wallboard was used to fill gypsum wallboard joints, embed joint reinforcing tape, finish nail heads and metal cornerbead.

j. See response to Interrogatory 6(f).

"3-Purpose Compound-Powder" for Gypsum Wallboard

a-c. "3-Purpose Compound-Powder" for gypsum wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1968. This product was never sold to customers in Texas.

e. "3-Purpose Compound-Powder" for gypsum wallboard was composed primarily of finely ground materials including casein or polyvinyl, clay, talc, limestone and mica. Asbestos used was chrysotile. The amount of chrysotile ranged from 5-14%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "3-Purpose Compound-Powder" for gypsum wallboard with asbestos as an ingredient, was discontinued in 1976. The reason was the development of an asbestos-free formulation.

g. Asbestos was removed from "3-Purpose Compound-Powder" for gypsum wallboard in 1976. The reason was increasing environmental and workplace health concerns and regulations.

h. "3-Purpose Compound-Powder" for gypsum wallboard was white to off-white in color.

i. "3-Purpose Compound-Powder" for gypsum wallboard was used to tape, top and finish gypsum wallboard joints, nail heads and metal cornerbead.

j. See response to Interrogatory 6(f).



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"Premix Joint Compound" for Gypsum Wallboard

a-c. "Premix Joint Compound" for gypsum wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1959. This product was never sold to customers in Texas.

e. "Premix Joint Compound" for gypsum wallboard was composed primarily of finely ground materials including casein or polyvinyl, clay, talc, limestone and mica. Asbestos used was chrysotile. The amount of chrysotile used in this product is unknown.

f. "Premix Joint Compound" for gypsum wallboard with asbestos as an ingredient, was discontinued in 1962. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Premix Joint Compound" for gypsum wallboard was white to off-white in color.

i. "Premix Joint Compound" for gypsum wallboard was used to fill gypsum wallboard joints, embed joint reinforcing tape, finish joints and to cover and finish nail heads and metal cornerbead.

j. See response to Interrogatory 6(f).

"Premix Finishing Compound" for Gypsum Wallboard

a-c. "Premix Finishing Compound" for gypsum wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1959. This product was never sold to customers in Texas.

e. "Premix Finishing Compound" for gypsum wallboard was composed primarily of finely ground materials including casein or polyvinyl, clay, talc, limestone and mica.



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Asbestos used was chrysotile. The amount of chrysotile used in this product is unknown.

f. "Premix Finishing Compound" for gypsum wallboard with asbestos as an ingredient, was discontinued in 1962. The reason for discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Premix Finishing Compound" for gypsum wallboard was white to off-white in color.

i. "Premix Finishing Compound" for gypsum wallboard was used to top and finish gypsum wallboard joints.

j. See response to Interrogatory 6(f).

"Dual Purpose Premix Compound" for Gypsum Wallboard

a-c. "Dual Purpose Premix Compound" for gypsum wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1960. This product was never sold to customers in Texas.

e. "Dual Purpose Premix Compound" for gypsum wallboard was composed primarily of finely ground materials including polyvinyl, clay, talc, limestone and mica. Asbestos used was chrysotile. The amount of chrysotile ranged from 1.5-6%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Dual Purpose Premix Compound" for gypsum wallboard with asbestos as an ingredient, was discontinued in 1975. The reason for the discontinuance was the development of an asbestos-free formulation

g. Asbestos was removed from "Dual Purpose Premix Compound" for gypsum wallboard in 1975. The reason was increasing environmental and workplace health concerns and regulations.

h. "Dual Purpose Premix Compound" for gypsum wallboard was white to off-white or light buff in color.



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i. "Dual Purpose Premix Compound" for gypsum wallboard was used to fill gypsum wallboard joints, embed joint reinforcing tape, finish joints and to cover and finish nail heads and metal cornerbead.

j. See response to Interrogatory 6(f).

"Premix Topping Compound" for Gypsum Wallboard

a-c. "Premix Topping Compound" for gypsum wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1968. This product was never sold to customers in Texas.

e. "Premix Topping Compound" for gypsum wallboard was composed primarily of finely ground materials including polyvinyl, clay, talc, limestone and mica. Asbestos used was chrysotile. The amount of chrysotile ranged from 1-2%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Premix Topping Compound" for gypsum wallboard with asbestos as an ingredient, was last marketed in 1976. The reason was the development of an asbestos-free formulation.

g. Asbestos was removed from "Premix Topping Compound" for gypsum wallboard in 1976. The reason was increased environmental and workplace health concerns and regulations.

h. "Premix Topping Compound" for gypsum wallboard was white to off-white in color.

i. "Premix Topping Compound" for gypsum wallboard was used to finish gypsum wallboard joints.

j. See response to Interrogatory 6(f).



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"Filler Compound" for Electric Radiant Home Heating Systems

a-c. "Filler Compound" for electric radiant Home Heating Systems was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1961. This product was never sold to customers in Texas.

e. "Filler Compound" for electric radiant home heating systems was composed primarily of limestone and mica. Asbestos used was chrysotile. The amount of chrysotile ranged from 5-11.5%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Filler Compound" for electric radiant home heating systems with asbestos as an ingredient, was discontinued in 1972. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Filler Compound" for electric radiant home heating systems was white to off-white in color.

i. "Filler Compound" for electric radiant home heating systems was used to cover radiant heat system ceiling surfaces.

j. See response to Interrogatory 6(f).

"Radiant Heat Compound" for Electric Radiant Home Heating Systems

a-c. "Radiant Heat Compound" for electric radiant home heating systems was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1968. This product was never sold to customers in Texas.



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e. "Radiant Heat Compound" for electric radiant home heating systems was composed primarily of sand and portland cement. Asbestos used was chrysotile. The amount of chrysotile was 3.5%

f. "Radiant Heat Compound" for electric radiant home heating systems with asbestos as an ingredient, was discontinued in 1974. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Radiant Heat Compound" for electric radiant home heating systems was white to off-white in color.

i. "Radiant Heat Compound" for electric radiant home heating systems was used to cover radiant heat cables stapled to ceiling surfaces.

j. See response to Interrogatory 6(f).

"Radiant Heat Surfacing Compound" for Electric Radiant Home Heating Systems

a-c. "Radiant Heat Surfacing Compound" for electric radiant home heating systems was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1969. This product was never sold to customers in Texas.

e. "Radiant Heat Surfacing Compound" for electric radiant home heating systems was composed primarily of silica flour and mica. Asbestos used was chrysotile. The amount of chrysotile was 10%.

f. "Radiant Heat Surfacing Compound" for electric radiant home heating systems with asbestos as an ingredient, was discontinued in 1970. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Radiant Heat Surfacing Compound" for electric radiant home heating systems was white to off-white in color.



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i. "Radiant Heat Surfacing Compound" for electric radiant home heating systems was used to cover radiant heat cables embedded in ceiling surfaces.

j. See response to Interrogatory 6(f).

"Radiant Heat Scrimless Surfacing Compound" for Electric Radiant Home Heating Systems

a-c. "Radiant Heat Scrimless Surfacing Compound" for electric radiant home heating systems was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1970. This product was never sold to customers in Texas.

e. "Radiant Heat Scrimless Surfacing Compound" for electric radiant home heating systems was composed primarily of sand, silica flour and mica. Asbestos used was chrysotile. The amount of chrysotile was 5%.

f. "Radiant Heat Scrimless Surfacing Compound" for electric radiant home heating systems with asbestos as an ingredient, was discontinued in 1974. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Radiant Heat Scrimless Surfacing Compound" for electric radiant home heating systems was greenish in color.

i. "Radiant Heat Scrimless Surfacing Compound" for electric radiant home heating systems was used to cover radiant heat cables embedded in ceiling surfaces.

j. See response to Interrogatory 6(f).

"Radiant Heat Joint Compound" for Electric Radiant Home Heating Systems

a-c. "Radiant Heat Joint Compound" for electric radiant home heating systems was manufactured, marketed and sold by Kaiser Gypsum.



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d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1971. This product was never sold to customers in Texas.

e. "Radiant Heat Joint Compound" for electric radiant home heating systems was composed primarily of finely ground materials including casein, clay, mica and limestone. Asbestos used was chrysotile. The amount of ohrysotile ranged from 5-10%, depending upon the date selected and formula in effect at a given manufacturing plant at that time.

f. "Radiant Heat Joint Compound" for electric radiant home heating systems with asbestos as an ingredient, was discontinued in 1973. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "Radiant Heat Joint Compound" for electric radiant home heating systems was greenish in color.

i. "Radiant Heat Joint Compound" for electric radiant home heating systems was used to fill joints and embed tape in radiant heat gypsum wallboard ceiling surfaces.

j. See response to Interrogatory 6(f).

<u>"X-Terior Premix Prefill Compound" for Exterior Wallboard</u>

a-c. "X-Terior Premix Prefill Compound" for exterior wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1975. This product was never sold to customers in Texas.

e. "X-Terior Premix Prefill Compound" for exterior wallboard was composed primarily of raw gypsum, PVA emulsion and mica. Asbestos used was chrysotile. The amount of chrysotile was 1.5%.



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f. "X-Terior Premix Prefill Compound" for exterior wallboard with asbestos as an ingredient, was discontinued in 1975. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "X-Terior Premix Prefill Compound" for exterior wallboard was white to off white in color.

i. "X-Terior Premix Prefill Compound" for exterior wallboard was used to prefill joints in gypsum wallboard installed on building exteriors.

j. See response to Interrogatory 6(f).

"X-Terior Premix Wall Texture Compound" for Exterior Wallboard

a-c. "X-Terior Premix Wall Texture Compound" for exterior wallboard was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1975. This product was never sold to customers in Texas.

e. "X-Terior Premix Wall Texture Compound" for exterior wallboard was composed primarily of limestone, acrylic emulsion and mica. Asbestos used was chrysotile. The amount of chrysotile was 1.5%.

f. "X-Terior Premix Wall Texture Compound" for exterior wallboard with asbestos as an ingredient, was discontinued in 1975. The reason for the discontinuance is unknown.

g. Asbestos was not removed from this product prior to its discontinuance.

h. "X-Terior Premix Wall Texture Compound" for exterior wallboard was white to off white in color.

i. "X-Terior Premix Wall Texture Compound" for exterior wallboard was used to provide surface texture to gypsum wallboard installed on building exteriors.

j. See response to Interrogatory 6(f).



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"Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" Lay-In Board/Ceiling Tile

a-c. "Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" lay-in board/ceiling tile was manufactured, marketed and sold by Kaiser Gypsum.

d. Defendant Kaiser Gypsum objects to this interrogatory on the grounds that it is vague and ambiguous as to the meaning of the phrase, "placed on the market." Without waiving this objection: This product, with asbestos as an ingredient, was "placed on the market" beginning in 1963. This product was never sold to customers in Texas.

e. "Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" lay-in board/ceiling tile was composed primarily of mineral wool and various wood fibers, clays and starch. Asbestos used was chrysotile. The amount of chrysotile ranged from 1.5-3.5%, depending upon the date selected and formula in effect at that time.

f. "Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" lay-in board/ceiling tile with asbestos as an ingredient, was discontinued in 1974. The reason for the discontinuance is unknown.

g. Asbestos was not removed from ths product prior to its discontinuance.

h. "Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" lay-in board/ceiling tile was white in color.

i. "Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" lay-in board/ceiling tile was used for acoustical ceiling tile and lay-in board.

j. See response to Interrogatory 6(f).

INTERROGATORY NO. 7:

Do any documents, including but not limited to written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the design, preparation, or introduction into the market of the products listed in Interrogatory No. 6 still exist? If so, state:

a. A description of each such document.



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b. The name, address, and job title of each person who currently has possession of each document, and where the documents are currently located.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:

I. PRODUCTS SOLD TO ONE OR MORE KAISER GYPSUM CUSTOMERS IN TEXAS

Wallboard "Laminating Compound": Yes

a. June 7, 1960 Test Method Bulletin.

July 7, 1960 Technical Bulletin.

July 24, 1961 Technical Bulletin.

September, 1967 Technical Bulletin.

b. See answer to Interrogatory No. 1.

Wallboard "Joint Compound": Yes

a. February 13, 1961 Inter-Office Memorandum.

May 10 1961 Inter-Office Memorandum.

September 1967 Technical Bulletin.

March, 1972 Technical Bulletin.

May 1, 1973 Packaging Material Bulletin.

b. See answer to Interrogatory No. 1.

II. PRODUCTS NEVER SOLD BY KAISER GYPSUM TO CUSTOMERS IN TEXAS

"Cover-Tex" decorative texture paint: No responsive documents are known to Kaiser Gypsum.

a. Not applicable.

b. Not applicable.



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"Spray-Tex" decorative texture paint: No responsive documents are known to Kaiser Gypsum.

a. Not applicable.

b. Not applicable.

"Spray Cover-Tex" decorative texture paint: No responsive documents are known to Kaiser Gypsum.

a. Not applicable.

b. Not applicable.

"Kaiser-Tex" decorative texture paint: No responsive documents are known to Kaiser Gypsum.

a. Not applicable.

b. Not applicable.

"Cover-Tex Wall Texture" decorative texture paint: Yes

a. September, 1967 Technical Bulletin.

b. See answer to Interrogatory No. 1.

"K-Spray Ceiling Texture" decorative ceiling paint: Yes

a. May 10, 1961 Inter-Office Memorandum.

September, 1967 Technical Bulletin.

May 1, 1973 Packaging Material Bulletin.

October, 1973 Technical Bulletin.

October 14, 1974 Packaging Material Bulletin.

b. See answer to Interrogatory No. 1.

"Finishing Compound-Powder" for gypsum wallboard: Yes

a. March, 1972 Technical Bulletin.

May 1, 1973 Packaging Material Bulletin.



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b. See answer to Interrogatory No. 1.

"One Day Joint Compound-Powder" for gypsum wallboard: Yes

a. March, 1972 Technical Bulletin.

May 1, 1973 Packaging Material Bulletin.

b. See answer to Interrogatory No. 1.

"3-Purpose Compound-Powder" for gypsum wallboard: Yes

a. August 25, 1966 Container Bulletin.

March, 1972 Technical Bulletin.

May 1, 1973 Packaging Material Bulletin.

b. See answer to Interrogatory No. 1.

"Premix Joint Compound" for gypsum wallboard: Yes

a. 1958 Report - "Pre-Mixed Joint Cement Study".

February 20, 1959 Inter-Office Memorandum.

April 28, 1960 Inter-Office Memorandum.

May 26, 1960 Inter-Office Memorandum.

August 1, 1962 Container Bulletin

b. See answer to Interrogatory No. 1.

"Premix Finishing Compound" for gypsum wallboard: Yes

a. August 1, 1962 Container Bulletin

b. See answer to Interrogatory No. 1.

"Dual Purpose Premix Compound" for gypsum wallboard: Yes

a. May 10, 1961 Inter-Office Memorandum.

August 1, 1962 Container Bulletin.



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January 10, 1968 Container Bulletin.

September 29, 1969 Container Bulletin.

March 11, 1970 Packaging Material Bulletin.

March, 1972 Technical Bulletin.

May 1, 1973 Packaging Material Bulletin.

March 18, 1974 Packaging Material Bulletin.

b. See answer to Interrogatory No. 1.

"Premix Topping Compound" for gypsum wallboard: Yes

a. March, 1972 Technical Bulletin.

May 1, 1973 Container Bulletin.

March 18, 1974 Container Bulletin.

b. See answer to Interrogatory No. 1.

"Filler Compound" for electric radiant home heating systems: Yes

a. April, 1968 Technical Bulletin

b. See answer to Interrogatory No. 1.

"Radiant Heat Compound" for electric radiant home heating systems": Yes

a. April, 1968 Technical Bulletin

January 23, 1970 Packaging Material Bulletin.

August 23, 1972 Packaging Material Bulletin.

May 1, 1973 Packaging Material Bulletin.

b. See answer to Interrogatory No. 1.



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"Radiant Heat Surfacing Compound" for electric radiant home heating systems: Yes

a. September, 1969 Technical Bulletin.

June, 1970 Technical Bulletin.

August, 1970 Technical Bulletin

b. See answer to Interrogatory No. 1.

"Radiant Heat Scrimless Surfacing Compound" for electric radiant home heating systems: No responsive documents are known to Kaiser Gypsum.

a. Not applicable.

b. Not applicable.

"Radiant Heat Joint Compound" for electric radiant home heating systems: Yes

a. April 8, 1971 Directions.

February 22, 1972 Installation Instructions.

b. See answer to Interrogatory No. 1.

"X-Terior Premix Prefill Compound" for exterior wallboard: Yes

a. May 12, 1975 Container Bulletin.

b. See answer to Interrogatory No. 1.

"X-Terior Premix Wall Texture Compound" for exterior wallboard: No responsive documents are known to Kaiser Gypsum.

a. Not applicable.

b. Not applicable.



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"Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" Lay-In Board/Ceiling Tile: Yes

a. September, 1969 Technical Bulletin (225-E)

September, 1969 Technical Bulletin (226-D)

b. See answer to Interrogatory No. 1.

INTERROGATORY NO. 8:

Before distributing, selling, or placing the products listed in your responses to Interrogatory Nos. 3-6 into the streams of commerce, were any tests conducted to determine potential health hazards involved in the use of, or exposure to, the materials such as asbestos, contained in those products? If the answer is affirmative, state:

a. The names of the products tested and the date of each test.

b. The name, address, and job title of each person conducting the tests or involved with conducting the tests.

c. The results of the tests.

ANSWER: Kaiser Gypsum specifically objects to this interrogatory because it is vague and ambiguous as to what is meant by "potential health hazards". Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No

INTERROGATORY NO. 9:

Do any documents, including but not limited to written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the testing of the products referred to in Interrogatory No. 6 now exist? If so, state:

a. A description of each such document.

b. The name, address, and job title of each person who currently has possession of each document, and where it is presenting located.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: See answer to interrogatory No. 8.



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INTERROGATORY NO. 10:

Did Defendant or any of its predecessor or subsidiary companies make any design changes or modifications as a result of those tests described in responses to Interrogatory No. 8? If the answer is affirmative, state:

a. The trade names of the products changed.

b. The nature of the changes made and the date of such changes or modifications.

c. The name, address, and job title of each person responsibility for having caused a change to be made, or having made a change or modification.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Not Applicable.

INTERROGATORY NO. 11:

After releasing the products listed in Interrogatory No. 6 to the public, were any tests conducted on them to determine potential health hazards resulting from the use of or exposure to the materials, such as asbestos, contained in those products? If the answer is affirmative, state:

a. The names of the products tested and the dates of such tests.

b. The name, address, and job title of each person who conducted those tests.

c. The results of those tests.

d. Whether, as a result of the tests, any products were removed from the market.

e. The names of all products removed from the market as a result of these tests.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.

INTERROGATORY NO. 12:

Do any documents, including written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the potential health hazards of the products listed in Interrogatory No. 6 now exist? If so, state:



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a. The name of each product.

b. A description of each document and how it relates to each product.

c. The name, address, and job title of each person who currently has possession of each document, and where it is presently located.

ANSWER: Kaiser Gypsum specifically objects to this interrogatory because it is vague and ambiguous as to what is meant by "potential health hazards". Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:

I. RESPONSE AS TO PRODUCTS WHEN SOLD TO TEXAS CUSTOMERS:

a. Wallboard "Laminating Compound": This product was sold to Texas customers on a limited basis between 5/61 and 3/71 (see response to Interrogatory No. 6(d)). Kaiser Gypsum is aware of no document created prior to or within that timeframe that demonstrates or asserts any asbestos-related hazard or potential hazard was presented by Kaiser Gypsum Laminating Compound to persons using that product.

b. Not applicable.

c. Not applicable.

a. Wallboard "Joint Compound": Kaiser Gypsum records indicate that there were six sales of this product to Texas customers between 1/16 and 2/69 (see response to Interrogatory No. 6(d)). Kaiser Gypsum is aware of no document created prior to or within that timeframe that demonstrates or asserts any asbestos-related hazard or potential hazard was presented by Kaiser Gypsum Joint Compound to persons using that product.

b. Not applicable.

c. Not applicable.

II. RESPONSE AS TO OTHER PRODUCTS AND DURING TIME AFTER SALES TO TEXAS CUSTOMERS.

a-b. Wallboard "Laminating Compound," Wallboard "Joint Compound," and products never sold to Texas customers: Kaiser Gypsum is aware of no documents that demonstrate



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**or assert any asbestos-related hazard or potential hazard was presented by any Kaiser Gypsum product to persons using the product. However, Kaiser Gypsum is aware that there are numerous publicly available documents regarding potential health hazards of "asbestos" and, after the formation of the U.S. Environmental Protection Agency and the U.S. Occupational Safety and Health Administration in 1970, numerous regulatory proposals, advocacy pieces, press reports and regulations adopted by these and counterpart state and local governmental bodies related to environmental and workplace safety concerns about categories of asbestos-containing products, some of which categories include both wallboard joint compounds and other Kaiser Gypsum products. For example, such publicly available documents include those associated with the promulgation by the U.S. Occupational Safety and Health Administration of asbestos-related cautionary label requirements in 1972 (see response to Interrogatory No. 14). Documents of these types that may not be generally in the public domain that are known to Kaiser Gypsum include:**

**1. October 27, 1971 Minutes of the Board of Directors Meeting of the Gypsum Association.**

**2. November 4, 1972 memo from R.C. Crowle to H.C. Dupuis.**

**3. December 27, 1971 letters to Carey-Canadian Mines, Union Carbide, Western Chemical and Pacific Asbestos, from Kaiser Gypsum and letter responses from those firms.**

**c. See answer to Interrogatory No. 1.**

INTERROGATORY NO. 13:

Did Defendant or any of its subsidiary companies make any design changes as a result of the tests discussed in your response to Interrogatories No. 10 or 13? If the answer is affirmative, state:

a. The names of the products changed or modified.

b. The name, address, and job title of each person responsible for having made a change or modification.

c. The nature of the hazard or defect which resulted in such change or modification.



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**ANSWER: Kaiser Gypsum specifically objects to this Interrogatory on the grounds that it is vague, ambiguous, and/or inaccurate as to which Interrogatories are being referred to. Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No**

INTERROGATORY NO. 14:

Has Defendant or any of its predecessor or subsidiary companies at any time published or distributed any printed material, including brochures, pamphlets, catalogs, packaging or other written material or [sic] any kind or character containing any warnings concerning the possibility of injury resulting from the use of the asbestos-containing products listed in Interrogatory No. 6? If so, state:

a. The names of each relevant product.

b. The exact wording of each warning statement on each printed material.

c. A description of the printed material other than the warning statement.

d. The method used to distribute the warning to persons likely to use the product.

e. The date each warning was first issued, distributed, or placed on packaging.

f. The name, address, and job title of each person responsible for having drafted or issued the warning.

g. The current location of any such printed material and the custodian thereof.

h. The form in which such literature or printed material can be accessed, i.e., the manner in which such literature is indexed or stored.

**ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**a-e. Beginning in 1972 Kaiser Gypsum, in response to federal and state OSHA regulations, placed the following warning on all containers of asbestos-containing products:**



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"CAUTION
CONTAINS ASBESTOS FIBERS
Avoid Creating Dust
Breathing Asbestos Dust May Cause Serious
Bodily Harm."

f. Occupational Safety and Health Administration.

g-h. See answer to Interrogatory No. 1.

INTERROGATORY NO. 15:

Before 1970, had you received notice that any individual or individuals, other than those Plaintiffs who have filed personal injury actions in Dallas County, Texas, is or are claiming or has or have claimed an injury as a result of using asbestos products manufactured and/or sold by your company or any of its predecessors or subsidiaries before 1970? If so, state:

a. The name and address of each claimant.

b. The date of notice of each claim.

c. A description of the claim.

d. The type of injuries allegedly sustained.

e. The name and address of each attorney who represents each individual making a claim.

f. The style and court number of each claim.

g. The disposition of each claim that has been settled or taken to judgment.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.

INTERROGATORY NO. 16:

Were your asbestos products distributed, marketed, packaged, labeled and/or sold by companies other than your own? If the answer is affirmative, list the names and addresses of each of those companies, and the products in question.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Kaiser Gypsum sold wallboard "Laminating Compound" and wallboard "Joint Compound" to customers located in Texas, who resold those products to others. See Exhibit B (list of wallboard "Laminating Compound" and wallboard "Joint Compound" sales made by Kaiser Gypsum to customers in Texas)



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**As to all other asbestos-containing products manufactured by Kaiser Gypsum, none of those products were ever sold to Kaiser Gypsum customers in Texas. Kaiser Gypsum has no information indicating that any other company sold Kaiser Gypsum products listed in response to Interrogatory No. 6 to anyone in Texas.**

INTERROGATORY NO. 17:

Did you or any of your predecessors, successors, or subsidiaries have any distributors or sales representatives of asbestos products in the States of Alabama, Florida, Mississippi, Oregon, Washington, Georgia, Tennessee, Texas and Virginia? If so, state:

a. The name and address of each such distributor or sales representatives.

b. The years in which such company or person distributed, marketed, or sold your products.

c. What products were distributed, marketed, or sold and in what years.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: See answer to Interrogatory No. 16 regarding Texas sales. In addition, the following employees of Kaiser Gypsum had sales responsibilities in Texas:**

a. **G.V. Mostyn - address unknown.**
**R.G. Burns - address unknown.**
**M.E. Drew - address unknown.**
**H.R. Hunter - address unknown.**
**C.W. Elliot - address unknown**
**T.W. Ratcliffe - address unknown**
**W.T. Smith - address unknown**
**L. Wrayford - address unknown**

b. **Unknown.**

c. **See answer to Interrogatory No. 6. Kaiser Gypsum employees with sales responsibilities in Texas were primarily engaged in selling products that never contained asbestos.**

INTERROGATORY NO. 18:

List each employee (including only physicians and/or hygienists) who has acted in a medical advisory capacity to your company at any time during the past 40 years, including, but not limited to, physicians and industrial hygienists, and the current



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address, telephone number and job title of each of those individuals and who has, had or may have had any knowledge regarding the hazards of asbestos.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Kaiser Gypsum had no such employee.**

INTERROGATORY NO. 19:

Does Defendant have in its possession any books, pamphlets, memoranda, or written materials of any kind or character that would indicate that asbestos fibers, when inhaled, can be hazardous to the health of human beings? If so, state:

a. The name of each such publication.

b. The date of publication and the names of the author and publisher (if any).

c. The date received by Defendant, if known.

d. The name, job title, and address of each person who currently has possession of each publication and its present location.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**a. (1) Copy of reprint of newspaper article.**
**(2) Copy of newspaper article.**
**(3) Minutes of Safety Committee Meeting of the Gypsum Association.**
**(4) Copy of reprint of newspaper article.**
**(5) Memorandum.**
**(6) Article**

**b. (1) Unknown, Alton Blakeslee**
**(2) Unknown, Associated Press**
**(3) 9/20/66, F.J. Rogers**
**(4) 11/7/68, Ronald Kessler**
**(5) 11/4/71, R.C. Crowle**
**(6) 1967, W.C. Cooper**

**c. (1) Unknown**
**(2) Unknown**
**(3) Unknown**
**(4) Unknown**
**(5) 11/4/71**
**(6) Unknown**



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**d. (All) - See answer to Interrogatory No. 1**

**See, also, response to Interrogatory No. 12.**

INTERROGATORY NO. 20:

Has Defendant or any of its subsidiary or predecessor companies at any time been a member of any trade organization or association that published or disseminated any documents or information relating to the hazards of asbestos comprised of other manufacturers, miners, marketers, and/or sellers of asbestos products? If so, state:

a. The name and address of each such association or organization.

b. The dates during which Defendant or any of its subsidiaries or predecessors were members.

c. The names and dates of any publications, minutes, or reports published, written, or disseminated by any of the named associations or organizations.

d. Whether any of those publications are still in your possession, and if so:

1. A description of the publications, including the date.

2. The current location of such publications.

3. The custodian of such publications.

4. The method or manner in which such publications are maintained.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**a. The Gypsum Association, Chicago, Illinois, was a trade association made up of corporations that manufactured gypsum products.**

**b. Approximately 1955-78**

**c. Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is unduly burdensome and oppressive because the Gypsum Association published and/or otherwise disseminated a substantial volume of material in the form of minutes, publications, etc.**



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**d. Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is unduly burdensome and oppressive because the Gypsum Association published and/or otherwise disseminated a substantial volume of material in the form of minutes, publications, etc. Without waiving same, Kaiser Gypsum does have some documents from the Gypsum Association. See response to Interrogatory No. 1 for the custodian of such documents.**

**Kaiser Gypsum has agreed, pursuant to Exhibit C, to produce copies of Gypsum Association meetings where Kaiser Gypsum was present and has possession of.**

INTERROGATORY NO. 21:

Identify by name and location each plant or manufacturing facility in which the products listed in your answers to Interrogatory Nos. 3-6 were manufactured, assembled, or prepared for sale or marketing, specifying which plants produced each item, the dates each plant is or was in operation, and the time span during which each named item was produced or manufactured.

**ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**I. PRODUCTS SOLD TO ONE OR MORE KAISER GYPSUM CUSTOMERS IN TEXAS**

**Wallboard "Laminating Compound" sold to Texas customers was manufactured at Kaiser Gypsum plants in Antioch, California and Santa Ana, California.**

**Wallboard "Joint Compound" sold to Texas customers was manufactured at Kaiser Gypsum's plant in Antioch, California. Versions of this product not sold to Texas customers were manufactured at Kaiser Gypsum's plants in Redwood City, California (1952-57), Seattle, Washington (1969-75), Jacksonville, Florida (1969-70) and Delanco, New Jersey (1968-74).**

**II. PRODUCTS NEVER SOLD BY KAISER GYPSUM TO CUSTOMERS IN TEXAS**

**"Cover-Tex" decorative texture paint, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Redwood City (1952-57) and Antioch (1957-67), California.**



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"Spray-Tex" decorative texture paint, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Redwood City (1956-57) and Antioch (1957-67), California.

"Spray Cover-Tex" decorative texture paint, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Redwood City (1956-57) and Antioch (1957-67), California.

"Kasier-Tex" decorative texture paint, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Redwood City (1952-57) and Antioch (1957-67), California.

"Cover-Tex Wall Texture" decorative texture paint, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Antioch (1968-75) and Santa Ana (1968-75), California; Jacksonville, Florida (1969-75); and Delanco, New Jersey (1973-75).

"K-Spray Ceiling Texture" decorative ceiling paint, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Antioch (1961-74) and Santa Ana (1968-75), California; Seattle, Washington (1969-75), Jacksonville, Florida (1969-75); and Delanco, New Jersey (1973-75).

"Finishing Compound-Powder" for gypsum wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Redwood City (1955-57) and Antioch (1957-75), California; Seattle, Washington (1969-75); Jacksonville, Florida (1969-70); and Delanco, New Jersey (1968-74).

"One Day Joint Compound-Powder" for gypsum wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Antioch (1968-74) and Santa Ana (1971-75), California; Seattle, Washington (1970-75); Jacksonville, Florida (1971-72); and Delanco, New Jersey (1969-75).

"3-Purpose Compound-Powder" for gypsum wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Antioch, California (1968-76); Seattle, Washington (1969-75); Jacksonville, Florida (1971-72); and Delanco, New Jersey (1968-74).

"Premix Joint Compound" for gypsum wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum's plant in Long Beach, California (1959-62).

"Premix Finishing Compound" for gypsum wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum's plant in Long Beach, California (1959-62).



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"Dual Purpose Premix Compound" for gypsum wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Long Beach (1960-62), Antioch (1963-75) and Santa Ana (1968-75), California; Seattle, Washington (1969-75); Jacksonville, Florida (1969-75); and Delanco, New Jersey (1968-75).

"Premix Topping Compound" for gypsum wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Antioch (1968-76) and Santa Ana (1970-75), California; Seattle, Washington (1971-75); Jacksonville, Florida (1971-75); and Delanco, New Jersey (1972-75).

"Filler Compound" for electric radiant home heating systems, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Antioch (1961-70) and Santa Ana (1971-72), California.

"Radiant Heat Compound" for electric radiant home heating systems, which was never sold in Texas, was manufactured at Kaiser Gypsum's plant in Santa Ana, California (1968-74).

"Radiant Heat Surfacing Compound" for electric radiant home heating systems, which was never sold in Texas, was manufactured at Kaiser Gypsum's plant in Seattle, Washington (1969-70).

"Radiant Heat Scrimless Surfacing Compound" for electric radiant home heating systems, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Seattle, Washington (1970-74); and Santa Ana, California (1972).

"Radiant Heat Joint Compound" for electric radiant home heating systems, which was never sold in Texas, was manufactured at Kaiser Gypsum plants in Seattle, Washington (1971-73); and Antioch, California (1972).

"X-Terior Premix Prefill Compound", which was never sold in Texas, was manufactured at Kaiser Gypsum's plant in Antioch, California (1975).

"X-Terior Premix Wall Texture Compound" for exterior wallboard, which was never sold in Texas, was manufactured at Kaiser Gypsum's plant in Antioch, California (1975).

"Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" lay-in board/ceiling tile, which was never sold in Texas, was manufactured at Kaiser Gypsum's plant in St. Helens, Oregon (1963-74).



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INTERROGATORY NO. 22:

Have printed sales materials been prepared by Defendant or any of its subsidiary or predecessor companies or their agents for purposes of marketing or advertising products containing asbestos? If so, state:

a. The name, address, and job title of each person or entity who prepared such materials.

b. The name, address, and job title of each person who currently has possession of such materials and their present location.

c. The date the materials were prepared.

d. The media used to disseminate the sales materials.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**a. Kaiser Gypsum Company, Inc.**

**b. See answer to Interrogatory No. 1**

**c. Various dates.**

**d. Based on available information, such material was either handed or mailed to customers.**

INTERROGATORY NO. 23:

Have any written or printed materials or instructions of any kind or character been prepared by Defendant or any of its subsidiary or predecessor companies or their agents indicating how asbestos products should be used and maintained? If so, state:

a. The name, address, and job title of each person who prepared such materials or instructions or assisted in their preparation.

b. The name, address and job title of each person who currently has possession of such materials or instructions and their present location.

c. The dates of distribution or use and the manner in which such materials or instructions were distributed to purchasers of Defendant's products or those of its subsidiaries or predecessors.



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d. The year each such written material or instruction was prepared and disclosed to potential consumers.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**a. Unknown.**

**b. See answer to Interrogatory No. 1**

**c. Various dates.**
**d. Various.**

INTERROGATORY NO. 24:

Does Defendant have insurance policies that might cover the claims made by Plaintiffs in these cases? If so, list the name of each insurance carrier, the amount of initial coverage, amount of coverage remaining at the present time, and the effective dates of each policy. (If properly answered, this Interrogatory need not be supplemented as to the remaining amount of coverage.)

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Please refer to Attachment C.**

INTERROGATORY NO. 25:

As to the disease asbestosis, state:

a. The date on which Defendant or its subsidiary or predecessor first learned that such disease was caused by inhalation of asbestos fibers by humans.

b. How Defendant became aware of the existence of the disease.

c. Who within the company first discovered, recognized or understood the adverse consequences or effects of the disease and/or of asbestos exposure.

d. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.

e. Whether any such information is still maintained by Defendant or its subsidiary or predecessor in any written form.

f. Who is the custodian of such information.



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g. The date on which you first received knowledge or information that asbestosis was caused by inhalation of asbestos fibers.

ANSWER: **Kaiser Gypsum specifically objects to this interrogatory on the ground that it is vague and ambiguous as to what is meant by the term "caused." Subject to this objection, defendant's special appearance motion and the preliminary and general objections and without waiving same:**

**a-g. Unknown after reasonable inquiry.**

INTERROGATORY NO. 26:

As to the disease lung cancer, state:

a. The date on which Defendant or its subsidiary or predecessor first learned that such disease was caused by inhalation of asbestos fibers by humans.

b. How Defendant or its subsidiary or predecessor became aware of the disease and its relationship to asbestos exposure.

c. Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure.

d. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.

e. Whether any such information is still maintained by Defendants or its subsidiaries or predecessors in a written form.

f. Who is the custodian of such information.

g. The date on which you first received knowledge or information that lung cancer was caused by inhalation of asbestos dust and fibers.

ANSWER: **Kaiser Gypsum specifically objects to this interrogatory on the ground that it is vague and ambiguous as to what is meant by the term "caused." Subject to this objection, defendant's special appearance motion and the preliminary and general objections and without waiving same:**

**a-c. In 1965 Kaiser Gypsum became aware of newspaper accounts that some physicians suggested a link between exposure to asbestos fibers and lung cancer.**



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**d. Inter-Office Memorandum**

**e. Yes**

**f. See answer to Interrogatory No. 1**

**g. See answer to Interrogatory 26(a).**

INTERROGATORY NO. 27:

As to pleural disease, pleural thickening or pleural plaques, state:

a. The date on which Defendant or its subsidiary or predecessor learned such disease was caused by inhalation of asbestos fibers by humans.

b. How Defendant or its subsidiary or predecessor became aware of the disease and that it was caused by exposure to asbestos.

c. Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure.

d. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.

e. Whether any such information is still maintained by Defendant or its subsidiary or predecessor in a written form.

f. Who is the custodian of such information.

ANSWER: **Kaiser Gypsum specifically objects to this on the grounds that it is vague and ambiguous as to what is meant by "Pleural Disease." Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Unknown after reasonable inquiry.**

INTERROGATORY NO. 28:

As to the disease mesothelioma, state:

a. The date on which Defendant or its subsidiary or predecessor first learned such disease was caused by inhalation of asbestos fibers by humans.



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b. The date on which Defendant first suspected that mesothelioma was caused by inhalation of asbestos dust and fibers.

c. How Defendant or its subsidiary or predecessor became aware of the disease and that it was caused by exposure to asbestos.

d. Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure.

e. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.

f. Whether any such information is still maintained by Defendants or its subsidiary or predecessor in a written form.

g. Who is the custodian of such information.

h. Whether Defendant agrees that there is no known medical cure for mesothelioma.

ANSWER: **Kaiser Gypsum specifically objects to this on the grounds that it is vague and ambiguous as to what is meant by the term "caused." Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**a-g. Unknown after reasonable inquiry.**

**h. Kaiser Gypsum does not possess sufficient information to agree or disagree with this interrogatory.**

INTERROGATORY NO. 29:

As to gastro-intestinal cancer, laryngeal cancer, pharyngeal cancer or lymphatic cancer, state:

a. The type of cancer and the date on which Defendant or its subsidiary or predecessor first learned that such diseases were caused by inhalation of asbestos fibers by humans.

b. What cancers has the Defendant or its subsidiary or predecessor become aware can be caused by exposure to asbestos fibers?

c. The date on which Defendant first suspected other cancers were caused by asbestos inhalation.



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d. Who within the company or its subsidiary or predecessor first discovered the adverse consequences or effects of asbestos exposure.

e. What information was disseminated with Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.

f. Whether any such information is still maintained by Defendant or its subsidiary or predecessor in a written form.

g. Who is the custodian of such information.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**a-g. Unknown after reasonable inquiry.**

INTERROGATORY NO. 30:

Does Defendant contend that asbestos products can be manufactured or designed so as to eliminate all potential health hazards to persons working with or exposed to them? If the answer is affirmative, explain in detail, and attach any studies or surveys on which this answer is based.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Kaiser Gypsum does not have sufficient knowledge to respond to this interrogatory.**

INTERROGATORY NO. 31:

Describe in detail the types of packages or packaging which Defendant or any of its subsidiary or predecessor companies used for asbestos material or products, listing the dates each type of package was used, a physical description of each type of package, and providing a description of any printed material or trademarks that appeared thereon.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

**I. PRODUCTS SOLD TO ONE OR MORE KAISER GYPSUM CUSTOMERS IN TEXAS**

**Wallboard "Laminating Compound" was packaged and sold in sacks of 25 lbs.**



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Wallboard "Joint Compound" was packaged and sold in sacks of 25 lbs.

## II. PRODUCTS NEVER SOLD BY KAISER GYPSUM TO CUSTOMERS IN TEXAS

"Cover-Tex" decorative texture paint was packaged and sold in sacks of 25 and 50 lbs.

"Spray-Tex" decorative texture paint was packaged and sold in sacks of 25 and 50 lbs.

"Spray Cover-Tex" decorative texture paint was packaged and sold in sacks of 25 and 50 lbs.

"Kasier-Tex" decorative texture paint was packaged and sold in sacks of 10 and 25 lbs.

"Cover-Tex Wall Texture" decorative texture paint was packaged and sold in sacks of 10, 25 and 50 lbs.

"K-Spray Ceiling Texture" decorative ceiling paint was packaged and sold in sacks of 32 or 50 lbs.

"Finishing Compound-Powder" for gypsum wallboard was packaged and sold in sacks of 25 lbs.

"One Day Joint Compound-Powder" was packaged and sold in sacks of 25 lbs.

"3-Purpose Compound-Powder" for gypsum wallboard was packaged and sold in sacks of 25 lbs.

"Premix Joint Compound" for gypsum wallboard was packaged and sold in metal pails of 4 or 5 gallons and in cartons of 5 gallons.

"Premix Finishing Compound" for gypsum wallboard was packaged and sold in metal pails of 4 or 5 gallons and in cartons of 5 gallons.

"Dual Purpose Premix Compound" for gypsum wallboard was packaged and sold in metal and plastic buckets of 4 or 5 gallons and in cartons of 4 or 5 gallons.

"Premix Topping Compound" for gypsum wallboard was packaged and sold in metal and plastic buckets of 4 or 5 gallons and in cartons of 4 gallons.



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"Filler Compound" for electric radiant home heating systems was packaged and sold in sacks of 25 lbs.

"Radiant Heat Compound" for electric radiant home heating" was packaged and sold in sacks of 60 lbs.

"Radiant Heat Surfacing Compound" was packaged and sold in sacks of 25 lbs.

"Radiant Heat Scrimless Surfacing Compound" was packaged and sold in sacks of 25 lbs. and 50 lbs.

"Radiant Heat Joint Compound" was packaged and sold in sacks of 25 lbs.

"X-Terior Premix Prefill Compound" for exterior wallboard was packaged and sold in metal cans and plastic buckets of 60 lbs. and cartons of 48 and 60 lbs.

"X-Terior Premix Wall Texture Compound" for exterior wallboard was packaged and sold in metal cans, plastic buckets, and cartons of 58 lbs.

"Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)" lay-in board/ceiling tile was packaged and sold in boxes of various quantities.

INTERROGATORY NO. 32:

Has Defendant or any of its subsidiary or predecessor companies at any time entered into a "rebranding" agreement with any other company, either as buyer or seller, concerning asbestos materials or asbestos products? If so, state, as to each such agreement:

a. The name of the company manufacturing the asbestos products.

b. The trade name affixed to those products.

c. The periods of time covered by each such agreement.

d. The volume, in dollar amount, of each transaction.

e. The initial purchaser of the products.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.



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INTERROGATORY NO. 33:

List the name and address of each company from which Defendant or its subsidiary or predecessor purchased materials or asbestos products which Defendant sold or distributed in any form, stating the form of the materials, the dates of such purchases, and the ultimate disposal of such materials.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Not applicable.**

INTERROGATORY NO. 34:

Does Defendant or any of its subsidiaries or predecessor currently have possession of any writings or contracts on those rebranding agreements set forth in the answer to Interrogatory No. 32? If the answer is affirmative, state:

a. The name, address, and job title of each person having custody of each of those documents and their current location.

b. A brief description of each such document, including the dates and the parties signatory.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Not applicable.**

INTERROGATORY NO. 35:

Prior to 1968, did any person file a claim against a Worker's Compensation carrier covering Defendant or any of its subsidiaries or predecessors alleging that he/she contracted a disease from inhaling asbestos fibers? If so, provide:

a. A list of the claims, including each claimant's name, address and the date each claim was filed, and including the caption and jurisdiction of the claim.

b. The disease alleged in each such claim.

c. A brief summary of the disposition of each such claim.

d. The name, address and title of the person having custody of the records pertaining to each such claim.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No**



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INTERROGATORY NO. 36:

Did Defendant or any of its subsidiaries or predecessors maintain written minutes of corporate meetings, either board of directors, departmental, or otherwise, which reflect discussions pertaining to any subject matter related to asbestos, asbestos health hazards or asbestos products? If so, for each such set of minutes, state:

a. The dates of each such meeting.

b. The general subject matter discussed at each meeting.

c. Who was in attendance at each meeting.

d. Where and by whom the written minutes are presently maintained.

e. By whom the minutes were taken and put into final format.

f. Whether the minutes were abstracted and reports disseminated to other individuals, and if so, the names and job titles of those individuals.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 37:

Do you or any of your subsidiaries, including foreign business entities, currently manufacture any products containing asbestos? If so, state:

a. As to each product, whether such product is mined, manufactured, and/or marketed or sold.

b. The names and addresses of the companies mining, manufacturing, marketing, and/or selling each of those products.

c. The trade or brand name of each of those products mined, manufactured, marketed, and/or sold.

d. The date each of the named products was placed on the market.

e. A description of the physical (chemical) composition of each of the named products, including the type of asbestos contained in the product.

f. A description of the physical appearance of each product and its packaging.

g. A detailed description of the intended uses of each of the named products.

h. Whether there are any warning labels on said products or containers regarding potential asbestos-related health hazards.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 38:

State whether you or any of your predecessors and/or subsidiaries maintain, from 1940 through the present or for any portion thereof, copies of invoices, shipping documents, bills of lading, purchase lating to the sale or distribution of asbestos products. If so, state:

a. The location of such documents.

b. The name and address of the custodian of the documents.

c. The format in which the documents are kept, i.e., hard copy, microfilm, microfiche, etc.

d. In what form the documents can be accessed, i.e., by state, by product, etc., and if by product, whether kept according to asbestos or non-asbestos.

ANSWER: **Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is vague and ambiguous as to what is meant by "asbestos products." Subject to this objection, defendant's special appearance motion and the preliminary and general objections and without waiving same: Yes, Kaiser Gypsum does have some documents for some years.**

**A. Oakland, California**

**B. See answer to Interrogatory No. 1**

**C. Hard copy.**

**D. By year of sale.**

INTERROGATORY NO. 39:

May you call company representatives as witnesses at the trial of any of these cases? If so, list:

a. The name, address, and job title of each company representative who may be called.



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b. A summary of the testimony expected to be given by each such witness.

c. List any and all previous times that the named witnesses have either given deposition or trial testimony in an asbestos-related case, including the jurisdiction, style of the case, case number, date of testimony, and the name of the attorney taking the deposition for the Plaintiffs in that case.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Kaiser Gypsum may call one or more company representative(s) at trial. Melissa A. Youngman, 1333 N. California Blvd., Walnut Creek, CA 94596, Secretary and Treasurer. Ms. Youngman may testify about Kaiser Gypsum products and matters relevant thereto. Ms. Youngman testified before Judge Rhea on January 10, 1992 regarding Kaiser Gypsum's Special Appearance motions in the Hills, Meier, Singleton, and Stenzel cases.**

INTERROGATORY NO. 40:

Have Defendant or its subsidiaries or predecessors ever acquired through purchase, reorganization, or merger another corporation, company, or business which manufactured, sold, processed, distributed, or contracted or supplied products containing asbestos? If so, for each such entity, state:

a. Full and correct name;

b. Principal place of business;

c. State of incorporation;

d. Date of acquisition by Defendant;

e. Whether or not the business entity was ever authorized to transact business in the State of Texas.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 41:

Was each of your asbestos products generally expected to reach, or packaged to reach, the consumer or user, without substantial change in the condition in which it was sold? If not, with respect to any such product, explain in what way the Defendant claims its products were altered or substantially changed after sale or distribution and before reaching the user.

ANSWER: Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is vague and ambiguous as to what is meant by "consumer or user." Subject to Defendant's special appearance motion and its preliminary and general objections and without waiving same, Kaiser Gypsum responds as follows: Wallboard "Joint Compound" and wallboard "Laminating Compound", both of which were sold to customers in Texas in dry powder form, were sold to various entities, which in turn resold these products. Both of these products were designed to be mixed with water prior to application.

INTERROGATORY NO. 42:

For each asbestos-containing product identified in response to Interrogatory No. 6, identify all foreseeable users such as insulators, helpers, pipefitters, welders, machinists, plasterers, drywall finishers, carpenters, boilermakers, shipwrights and riggers, etc., of any of Defendant's asbestos-containing products.

ANSWER: Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is vague and ambiguous as to the specific job duties of the trades mentioned above. Subject to Defendant's special appearance motion and its preliminary and general objections and without waiving same, Kaiser Gypsum responds as follows:

I. PRODUCTS SOLD TO ONE OR MORE KAISER GYPSUM CUSTOMERS IN TEXAS

Wallboard "Laminating Compound" - Gypsum wallboard laminators;

Wallboard "Joint Compound" - Gypsum wallboard finishers.

II. PRODUCTS NEVER SOLD BY KAISER GYPSUM TO CUSTOMERS IN TEXAS

"Cover-Tex" decorative texture paint - Gypsum wallboard painters.

"Spray-Tex" decorative texture paint - Gypsum wallboard painters.

"Spray Cover-Tex" decorative texture paint - Gypsum wallboard painters.

"Kasier-Tex" decorative texture paint - Gypsum wallboard painters.



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"Cover-Tex Wall Texture" decorative texture paint - Gypsum wallboard painters.

"K-Spray Ceiling Texture" decorative ceiling paint - Gypsum wallboard painters.

"Finishing Compound-Powder" for gypsum wallboard - Gypsum wallboard finishers.

"One Day Joint Compound-Powder - Gypsum wallboard finishers.

"3-Purpose Compound-Powder" for gypsum wallboard - Gypsum wallboard finishers.

"Premix Joint Compound" for gypsum wallboard - Gypsum wallboard finishers.

"Premix Finishing Compound" for gypsum wallboard - Gypsum wallboard finishers.

"Dual Purpose Premix Compound" for gypsum wallboard - Gypsum wallboard finishers.

"Premix Topping Compound" for gypsum wallboard - Gypsum wallboard finishers.

"Filler Compound" for electric radiant home heating systems - Radiant Home Heating System Installers

"Radiant Heat Compound" for electric radiant home heating" - Radiant Home Heating System Installers

"Radiant Heat Surfacing Compound" - Radiant Home Heating System Installers

"Radiant Heat Scrimless Surfacing Compound" - Radiant Home Heating System Installers

"Radiant Heat Joint Compound" - Radiant Home Heating System Installers

"X-Terior Premix Prefill Compound" for exterior wallboard - Exterior Wallboard Finishers

"X-Terior Premix Wall Texture Compound" for exterior wallboard - Exterior Wallboard Finishers

"Kaiser Mineral Fibreboard UL Fire-Rated (Underwriters' Laboratories, Inc. design)"lay-in board/ceiling tile - Suspended Ceiling Installers



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INTERROGATORY NO. 43:

Based upon the material contents of your asbestos-containing products, the method of manufacturing, and the method of application, can such products be generally applied without liberating asbestos fibers into the air?

a. If there is a different answer concerning different products manufactured, sold, distributed, or used by your company, then specify the different products by precise manufacturer's name and popular name.

b. If there is a difference in your answer depending on the year or years in which a particular product was used, then specify in detail what year or years you are referring to and the specific products you are referring to and year involved.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is hypothetical in nature, unlimited as to time and circumstance and vague and ambiguous.**

INTERROGATORY NO. 44:

Was it a foreseeable use of your asbestos-containing products that they may have been removed, stripped, or replaced at some time after installation?

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 45:

Before 1970, did you or your subsidiaries or predecessor(s) ever arrange for any labor inspectors, insurance company inspectors or anyone from your company to go to job sites where your products were being used or installed to make or take dust level counts? If so, state when this procedure started, the purpose of such procedures, and all results of such procedures.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 46:

If Defendant performed or had performed any dust level counts, what action, based on the results, did your company take?



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ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Not applicable.**

INTERROGATORY NO. 47:

Has your company or its subsidiaries or predecessor(s) ever conducted or caused to be conducted any studies designed to assist in minimizing or eliminating the inhalation of asbestos dust and fibers by those exposed to the use of your company's products? If so, give the following:

a. Name of the person or firm conducting such studies;

b. The date the studies began and the date they were completed;

c. Any publication or other written dissemination of the results of the studies;

d. The nature of any action to eliminate or minimize the inhalation of asbestos dust fibers.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 48:

Does your company have, has it ever had, or have your predecessor(s) or subsidiaries ever had, a Research Department? If so, give the year such Research Department has operated continuously since being established. State also:

a. The amount of time and money expanded each year on research concerning asbestos or asbestos-containing products?

b. What percentage of gross sales did your company or its predecessor(s) spend on research concerning the health effects of asbestos?

c. State in detail the purposes, duties, and responsibilities or [sic] such Research Department.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Yes. To the best of Kaiser Gypsum's knowledge, the Research Department operated continuously from approximately 1952-78.**

**a. Unknown.**



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**b. Unknown.**

**c. Research and development of new products and improvement of existing products, establishment of quality control procedures.**

INTERROGATORY NO. 49:

Does your company have, or has it ever had, or have your predecessor(s) or subsidiaries ever had, a Medical Department? If so, state:

a. The year such Medical Department was established;

b. Whether or not such Medical Department has operated continuously since being established;

c. The name of each director, chief, or head of your Medical Department year by year, beginning with the first year you had a Medical Director or Medical Department, and the last known address and phone number of each;

d. State the duties and responsibilities of such Medical Department.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 50:

Did your company or its predecessor(s) or subsidiaries ever place any warning directly on any of its asbestos-containing products or on their packaging. If so, identify the product(s) and year said warning was first applied.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: See answer to Interrogatory No. 14.**

INTERROGATORY NO. 51:

Did your company or its predecessor(s) or subsidiaries ever stamp or place the name of the company, its initials, or any identifying logo on any of its asbestos-containing products? If so, please state the name brand names of such products, a description of such stamp or logo and the dates such were placed on the referred products.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Yes. Wallboard "Laminating Compound" and wallboard "Joint Compound".**



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ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: No.**

INTERROGATORY NO. 55:

Have any products you identified in your response to Interrogatory Nos. 52 and 54 not performed as intended? Please list all such products that have not performed as intended.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Not Applicable.**

INTERROGATORY NO. 56:

Did you company or its predecessor(s) or subsidiaries ever make, order, or arrange for any industrial hygiene surveys regarding asbestos or asbestos-containing dust? If so, give the date of such surveys and state who, or what entity, was responsible for completion of such surveys.

ANSWER: **Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is vague and ambiguous. Subject to Defendant's special appearance motion and its preliminary and general objections and without waiving same, Kaiser Gypsum responds as follows: Interpreting this question to refer to surveys or tests conducted at jobsites where Kaiser Gypsum products are located, No.**

INTERROGATORY NO. 57:

As to either the threshold limit values or maximum allowable concentrations of both asbestos dust and total dust provided by the American Conference of Governmental Industrial Hygienists, state:

a. The year in which Defendant or any predecessor(s) or subsidiaries were first advised of such limits of concentrations;

b. The name of the employee or official of the company receiving such advice;

c. How Defendant received notice of such limits or concentrations.

ANSWER: **Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same:**

a. **Unknown after reasonable inquiry.**



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b. Unknown after reasonable inquiry.

c. Unknown after reasonable inquiry.

INTERROGATORY NO. 58:

Were the threshold limit values or maximum allowable concentrations inquired about in Interrogatory No. 63 for total dust, and not asbestos dust alone?

ANSWER: Kaiser Gypsum specifically objects to this interrogatory on the grounds that it is vague, ambiguous and unintelligible. Subject to this objection, defendant's special appearance motion and preliminary and general objections and without waiving same: Not applicable.

See response to Interrogatory No. 63.

INTERROGATORY NO. 59:

State in detail what tests, if any, Defendant ever made with regard to the quantity, quality, or threshold limit values of asbestos dust or particles to which workers were exposed while using, working with or around, or installing your asbestos-containing products.

ANSWER: Subject to Defendant's special appearance motion and preliminary and general objections and without waiving same: Not applicable.

INTERROGATORY NO. 60:

Please state the following with respect to each expert witness you [sic] that you may call during trial of these cases. Please designate with specificity the expert witnesses that you will call, including:

a. The name, address, and job classification of each such expert witness;

b. The subject matter on which the expert is expected to testify;

c. The substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion;

d. Whether any person identified in subparagraph (a) above has provided a report or other documentation to you, and if so, identify each such document or report;

INTERROGATORY NO. 62:

Please identify documents which will be used at time of trial (Exhibit List, Deposition List), which are relevant to each of Defendant's enumerated defenses in Defendant's last filed Answer.

ANSWER: **Subject to and without waiving Defendant's special appearance: See preliminary and general objections, specifically general objection number 3.**

INTERROGATORY NO. 63:

Please state when you first received a copy of the Fleischer/Drinker Report published in 1945/1946.

ANSWER: **Subject to and without waiving Defendant's special appearance: See preliminary and general objections, specifically general objection number 3.**

## REQUEST FOR PRODUCTION

1. Please produce a true and correct copy of each photograph of each asbestos-containing product identified in answer to Interrogatory No. 4.

RESPONSE: **Subject to Defendant's special appearance motion and the preliminary and general objections and without waiving same: Kaiser Gypsum has been unable to locate any such photographs.**

2. Please provide any diagrams or schematics indicating, stating or detailing the existence of any of your subsidiaries, predecessors, or divisions as defined on Page 1 of these Interrogatories and Request for Production.

RESPONSE: Subject to Defendant's special appearance motion and the general objections and without waiving same: Kaiser Gypsum is unaware of any diagram or schematic indicating, stating or detailing the existence of any subsidiaries, predecessors, or divisions as defined on Page 1.



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STATE OF CALIFORNIA )
)
COUNTY OF CONTRA COSTA )

**VERIFICATION**

Before me, the undersigned authority, personally appeared Melissa A. Youngman, who, being by me duly sworn on her oath deposed and said that she is the authorized agent for Defendant Kaiser Gypsum Company Inc. in the above-entitled and numbered cause; that she has read the above and foregoing Defendant's Amended Responses and Answers to Plaintiffs' Master Set of Interrogatories and Request for Production to Defendant Subject to and Without Waiving Special Appearances to Present Motions Objecting to Jurisdiction, and that every answer contained therein is within her personal knowledge and true and correct.

Melissa A. Youngman
MELISSA A. YOUNGMAN

SUBSCRIBED AND SWORN TO BEFORE ME by the said Melissa A. Youngman on this 23rd day of July 1992, to certify which witness my hand and official seal.

OFFICIAL SEAL
MARTHA M. SHEPHERD
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. JUNE 15, 1995

Martha M. Shepherd
Notary Public, State of California



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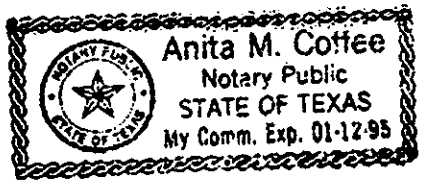
STATE OF TEXAS §
§
COUNTY OF TARRANT §

**VERIFICATION**

BEFORE ME, the undersigned Notary Public, on this date personally appeared David R. Seidler, who being by me duly sworn on his oath and said that he is the attorney of record for Kaiser Gypsum Company, Inc., in the above entitled and numbered cause; that he has read the above and foregoing Defendant, Kaiser Gypsum Company, Inc.'s Amended Responses and Answers to Plaintiffs' Master Set of Interrogatories and Request for Production to Defendant Subject to and Without Waiving Special Appearances to Present Motions Objecting to Jurisdiction; and that every statement contained therein is within his knowledge and true and correct.

DAVID R. SEIDLER

SUBSCRIBED AND SWORN TO BEFORE ME, on the 27th day of July, 1992, to certify which witness my hand and official seal.




Notary Public, State of Texas

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