Get Pat Fennessy's address + file

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PLEASE REPLY TO:

May 4, 1981

RECEIVED
MAY 6 1981
LEGAL DEPARTMENT

Rodger Wilson, Esq.
Johns-Manville Corp.
Ken Caryl Ranch
Denver, Colorado 80217

Re: Copeland v. Armstrong Cork

Dear Rodger:

Enclosed find a copy of the Answers to Interrogatories which Armstrong Cork filed in the above captioned matter.

Very truly yours,

GEORGE C. BENDER
For the Firm

GCB/dkt
Enclosure
cc: Lively Wilson, Esq.
Elizabeth Slack
Ronald J. Sheeran

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IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 79-8413 (20)

LEE LLOYD COPELAND and VAUDEEN COPELAND,

Plaintiffs,

vs.

ARMSTRONG CORK COMPANY, et al.,

Defendants.

ANSWERS TO INTERROGATORIES

COMES NOW the Defendant, ARMSTRONG CORK COMPANY, by and through it's undersigned attorneys and hereby files it's Answers to Interrogatories propounded by the Plaintiffs, LEE LLOYD COPELAND and VAUDEEN COPELAND, in writing and under oath as required by the Florida Rules of Civil Procedure.

WE HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 21st day of April, 1981, to: all counsel on the attached mailing list.

DIXON, DIXON, HURST, NICKLAUS & WEBB
Attorneys for Armstrong Cork Co.
Suite 1500 - New World Tower
100 North Biscayne Boulevard
Miami, Florida 33132
(305) 358-2888

BY: M. Stephen Smith III
M. STEPHEN SMITH, III

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PRELIMINARY STATEMENT

Some of the events which may be relevant to the matters inquired about in Plaintiffs' interrogatories apparently occurred more than 20 years ago and are, therefore, difficult or impossible to reconstruct or retrieve . The following answers are based upon facts known to or believed by this Defendant at the time of answer. This Defendant reserves the right to amend these answers as and if new or better information becomes available to it. Unless otherwise stated in an answer to a specific interrogatory, the answers set forth hereunder are limited to the period during which this Defendant manufactured and sold asbestos-containing insulation products, prior to mid-1969. The answers are from this Defendant's records and knowledge and not those of its former wholly-owned subsidiary, Armstrong Contracting & Supply Corporation, which operated independent of this Defendant.

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 79-8413 (20)

LEE LLOYD COPELAND and VAUDEEN COPELAND,

Plaintiffs,

vs.

ARMSTRONG CORK COMPANY, et al.,

Defendants.

PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANT

TO: ARMSTRONG CORK COMPANY

The Plaintiffs in the above styled and numbered cause hereby request that the Defendant, through its officers or agents who have access to the information inquired about, answer under oath, in accordance with Florida Rules of Civil Procedure, the following Interrogatories.

1. Please state the name, address and job title of each person who has supplied information used in answering these Interrogatories.

W. H. Offermann, Marketing Manager, Insulation Products, Industry Products Division, Armstrong World Industries, Inc., Lancaster, Pennsylvania 17604 suppled the product information.

2. Please state whether or not you are a corporation; if so, please state your correct corporate name, the state of your incorporation, the address of your principal place of business and whether or not you have ever held a Certificate of Authority to do business in the State of Florida.

Yes. Armstrong World Industries, Inc., Pennsylvania. Liberty and Charlotte Streets, Lancaster, Pennsylvania 17604. Yes.

3. Please state your corporate history indicating the following:

(a) Any corporation, with which your present entity has merged at any time.

None involved in the asbestos insulation product industry.

(b) Any name changes which your present entity has undergone indicating the names, before and after such changes, and the date of such change.

This Defendant, formerly Armstrong Cork Company, changed its name May 15, 1980 to Armstrong World Industries, Inc.

Armstrong Cork Company's Answers to Interrogatories in Copeland v. Armstrong Cork (1981)
ACL Doc 24428 · Page 4 of 37
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(c) Please indicate if there are any documents pertaining to mergers or name changes and the location of such documents.

At the time which we changed our corporate name, we no longer manufactured and/or sold asbestos insulation products and, therefore, any such documents are irrelevant.

(d) The name and address of any and all business entities which are presently wholly or partially owned by the aforementioned entities.

None involved in the asbestos insulation product industry.

4. Has Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, at any time engaged in the manufacture and/or sale of products containing ashestos fibers?

Yes.

5. Has Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, engaged in the mining and subsequent sale of material containing asbestos fibers?

No.

6. Has Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, engaged in the distribution, marketing and/or sale of products containing asbestos fibers?

Yes.

7. If the answer to one or more of the last three questions is affirmative, please state as to each affirmative answer the following:

See attached sheet.

(a) The trade or brand name of each such product mined, sold, distributed, manufactured, and/or marketed.

(b) The dates each of such products were placed on the market.

(c) The dates each of such products were withdrawn form the market.

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7. (continued):

Manufactured asbestos insulation products:

a) LT Cork Covering with an asbestos paper laminate and Armaspray.

b) LT Cork Covering - 1956

c) The manufacture of LT Cork Covering with an asbestos paper laminate ceased in 1959, with sales continuing until 1960. The manufacture of Armaspray ceased in December, 1968, with sales continuing until approximately July, 1969.

d) LT Cork Covering consisted of segmented pieces of cork cemented to an aluminum foil with an outer covering of asbestos paper. The asbestos paper was purchased from a supplier and, therefore, the type of asbestos in the paper is not known. Armaspray was a binder-coated mineral wool insulating material containing at various times both amosite and chrysotile asbestos.

e) LT Cork Covering with an asbestos paper laminate, in physical appearance before installation, contained precision-cut segments of cork board adhered to a backing of aluminum laminate asbestos paper covering. Armaspray was a gray, granular colored material.

f) LT Cork Covering - insulate low temperature pipe and fittings.

Amaspray - high temperature insulation for exposed steel, tanks and large, irregular structures.

g) We manufactured LT Cork Covering and Armaspray.

Non-manufactured asbestos insulation products sold or installed in earlier contracting jobs by this Defendant:

a) 85% Magnesia Pipe Covering & Block and Cement, Hy-Temp Pipe Covering & Block and Cement, Armabestos Pipe Covering & Block, Kaylo Pipe Covering & Block, Kaytherm Pipe Covering & Block, Kamatt Pipe Covering, Mani-Ply Insulation, Bestfelt Pipe & Block, Air Cell, Duplex Wool Felt Pipe Insulation, #152 Asbestos Cement, Amblerex No. 2 Cement, and K. P. Asbestos Floats.

b) Although we have no records by which to answer this interrogatory, we believe that the non-manufactured asbestos insulation products were first placed on the market in approximately 1941.

c) We ceased sale of the non-manufactured asbestos insulation products as of December 31, 1957.

d) We have neither records nor actual knowledge by which to answer this interrogatory with regard to any non-manufactured asbestos insulation products.

e) We have neither records nor actual knowledge by which to answer this interrogatory with regard to the non-manufactured asbestos insulation products.

f) The balance of the products were used in standard high temperature insulation installations.

7(g). (Continued):

Unarco manufactured Armasbestos Pipe Covering & Block. Owens-Illinois manufactured Kaylo Pipe Covering & Block. Ehret and Keasbey-Mattison manufactured 85% Magnesia Pipe Covering & Block. The balance of the products were manufactured by Keasbey-Mattison Company.

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(d) A description of the physical (the chemical) composition of each such product including the type of asbestos contained in each such product.

(e) A description of the physical appearance of each such product.

(f) A detailed description of the intended uses of each such product.

(g) The name of the manufacturer of each such product.

8. Does Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, claim that any patent would cover any product listed above in Interrogatory No. 7? Yes.

If the answer is affirmative, please state:

(a) The number of each patent.

LT Cork Covering - Patent No. 2,776,231

(b) The date same was issued.

January 1, 1957

(c) The number of each patent application that is pending.

None

9. Have any of the products listed above in Interrogatory No. 7 been altered in chemical composition since first being marketed?

Yes.

10. If the answer to question nine is affirmative, please state:

(a) The trade name of each such product. See attached sheet.

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10. (a) - (d).

LT Cork Covering was first manufactured with a kraft paper covering. In 1956, asbestos paper was substituted for the kraft paper, for the purpose of creating a more fire-resistant surface.

Armaspray originally contained 6D5 chrysotile asbestos. In July 1967, A. W. Amosite asbestos was substituted, and in January 1968, S/33/65 asbestos was substituted. The initial change was due to the increased fiber length, greater wet strength, and improved thermal conductivity of the amosite. The next change was the result of the discontinuation of supply of A. W. Amosite, the substitution being based upon the supplier's recommensation.

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(b) The date each such product was altered.

(c) The nature of the alteration.

(d) The reason for the alteration.

11. What is the name, address, and the job title of each individual who participated in the design and preparation of manufacturing specifications for each such product?

We do not have records, nor do we know the names of every individual who participated in the design and preparation of manufacturing specifications for LT Cork Covering and Armaspray; but we believe that L.F. Wilson participated in the design of LT Cork Covering and A. R. Weibel and C.O. Householder participated in the design (See attached sheet)

12. Do any written memoranda, specifications, blueprints or other written materials of any kind or character relating to the design and preparation of said products now exist?

No.

13. If so, please state:

N/A

(a) List each such written material or document.

(b) Who presently has possession of each such document.

(c) Where it is located.

14. Prior to releasing the products listed in Interrogatory No. 7 to the public for sale, were any tests conducted on same to determine potential health hazards involved in the use of materials contained therein?

We object to the use of the expression "to the public for sale." We sold asbestos insulation products only to companies in the insulation industry. By way of further answer to this interrogatory during the period in which we manufactured and/or sold asbestos (see attached sheet)

15. If so, please state:

See answer to Interrogatory 14.

(a) The name, address, and job classification of each individual who

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11. (continued):

of Armaspray. L. F. Wilson and A. R. Weibel are still employed at the Beaver Falls Plant, Beaver Falls, Pennsylvania. Mr. Householder is presently retired.

14. (continued):

insulation products, we were not aware of any alleged potential hazards relating to our products and therefore did not conduct any such tests.

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conducted such tests.

(b) The results of such tests.

16. Do any written memoranda, specifications, blueprints or other written materials of any kind or character exist relating to the testing of said products?

See answer to Interrogatory 14.

17. If so, please state:

See Answer to Interrogatory 14.

(a) List each such written material or document.

(b) Who presently has possession of each such document, and where it is located.

18. Did Defendant or any of its predecessors and/or subsidiaries as set forth in question #3, make any design changes as a result of such tests?

See answer to Interrogatory 14.

19. If so please state:

See answer to Interrogatory 14.

(a) The nature of the change made.

(b) The name, address, and job classification of each person in charge of making a change.

20. After releasing said products to the public, were any tests conducted thereon to determine potential health hazards involved in the use of materials contained therein?

No. However, tests were conducted in an attempt to determine the dust produced, if any, during the spraying of Armaspray at a job site; no tests were conducted to determine the health hazards of asbestos insulation products.

Armstrong Cork Company's Answers to Interrogatories in Copeland v. Armstrong Cork (1981) Published by AsbestosClaims.Law
ACL Doc 24428 · Page 12 of 37 asbestosclaims.law/library/24428/12

21. If so, please state:
See answer to Interrogatory 20.
(a) The name, address, and job classification of each person conducting said tests.

(b) The results of said tests.

22. Do any written memoranda, specifications, recommendations or other written materials of any kind or character relating to the testing of the said products exist?

See answer to Interrogatory 20.

23. If so, please state:
See answer to Interrogatory 20.
(a) List each such written material or document.

(b) Who presently has possession of each such document, and where it is located.

24. Did Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, make any design changes as a result of such tests?

See answer to Interrogatory 20.

25. If so, please state:
See answer to Interrogatory 20.
(a) The nature of the change made.

(b) The name, address, and job classification of each person responsible for making such a change.

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26. Has Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, at any time, published and/or distributed any brochures, pamphlets or other written materials of any kind or character that contain any warnings concerning the possibility of injury resulting from the use of the products listed in Interrogatory No. 7?

Not to our knowledge.

N/A 27. If so, please state:

(a) The wording of each such warning.

(b) A description of each such printed material.

(c) The method used to distribute the warning to persons who are likely to use the products.

(d) The date each such warning was issued.

(e) The name, address, and job classification of each person who presently has possession of the above described documents.

28. Have you received notice that any other person is claiming injury as a result of using asbestos products manufactured, and/or sold by your company (both prior to and subsequent to the filing of this action)?

Yes.

29. If so, please state:

See attached sheet.

(a) The name and address of each claimant.

(b) The date of notice of each claim.

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29 (a)-(g).

We are involved in thousands of such lawsuits which are a matter of public record and from which the information is as available to the Plaintiffs' attorney as it is to us. We object to this interrogatory for the reason that the production of this information is unduly burdensome, oppressive, and is not calculated to lead to the discovery of admissible evidence.

(c) A description of the claim, if any.

(d) The type of injuries allegedly sustained.

(e) The name and address of each attorney who represents individuals making such claims.

(f) The style and court number of each claim currently pending.

(g) The resolution of each claim that has been settled or taken to judgment.

30. Do you have any records indicating that any of your products containing asbestos fibers were sold to any of the companies listed on the social security work history of the Plaintiff, which has been or will be produced to the Defendants upon Plaintiff's receipt?

No. However, we have actual knowledge that we did not sell LT Cork Covering after 1960; that Armaspray was sold exclusively to Armstrong Contracting & Supply Corporation, Lancaster, Pennsylvania during the years 1966-1969; and that the non-manufactured (see attached sheet)

31. If so, please state:

N/A

(a) The name, address, and job classification of each individual who currently has possession of such records.

(b) Please list the names of each company listed to whom your products have been sold.

ROBLES & ROBLES P.A. [illegible]

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30. (continued):

asbestos insulation products were not sold after December 31, 1957.

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(c) Please state the dates of each such sale and the amount and kind of materials sold.

32. Are your asbestos products marketed and sold by companies other than your own?

We no longer manufacture and/or sell asbestos insulation products.

33. If so, please list the name and address of each such company.

See answer to Interrogatory 32.

34. Please list each individual who has acted in a medical advisory capacity to your company for the past 25 years and the current address and job title of each such individual.

No such individual has acted for us.

35. Does Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, 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?

As a result of this and other litigation, at a time after we no longer manufactured and/or sold asbestos insulation products, we accumulated materials regarding asbestos and health, the discovery of which is objected to on the basis of the attorney work product and attorney/client privileges.

36. If so, please state for each such publication:

See answer to Interrogatory 35.

(a) The name of each such publication.

(b) The date each such document, memorada or written material was published and the name of the publisher and author.

(c) The name, job title and address of each person who currently has possession of such documents.

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37. Has Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, undertaken to investigate the occurences alleged in Plaintiffs' complaints?

Objection - vague, ambiguous, overly broad, burdensome, harassing, work product, privilege, and not calculated to leave to admissible evidence.

38. If so, please state:

See answer to Interrogatory 37.

(a) The name, address, and job title of the persons participating in each such investigation.

(b) List each written record pertaining to such investigation and its location and custodian.

(c) Has Defendant obtained statements from any witnesses?

(d) If so, please list each witness who has given a statement and the name, address, and job title of each person having custody of any such statement.

39. Does Defendant admit that service of process was properly had on Defendant in this case?

This Defendant received initial process through its registered agent in the State of Florida. This Defendant continues to rely upon each and every affirmative defense stated in its answer and any amendment herein.

40. If the answer to Interrogatory #39, is negative, please explain the reasons for such answer.

N/A

41. Has Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, at any time, been a member of any "trade organization" or "association" composed of other manufacturers, miners, distributors, and, sellers of asbestos products?

Not to our knowledge.

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42. If so, please state:

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

N/A.

(b) The dates during which Defendant was a member.

(c) The names of any publication published by or written by such association or organization.

43. Please identify by location and product produced, each plant in which products listed in your answer to Interrogatory No. 7, have been manufactured and/or assembled and the dates said plants have been in operation.
Both LT Cork Covering (1956-1959) and Armaspray (July 1966-Decmeber 1968) were manufactured at our Beaver Falls Plant in Beaver Falls, Pennsylvania. This plant commenced operation in 1903 and continued production to the present.

44. Please list the name and address of each business entity from whom you have received raw asbestos and the dates and amounts received.
We believe that the asbestos fiber in Armaspray was purchased from Lab Asbestos of Quebec Ltd., 120 North Broadway, New York. 26,315 pounds of 6D5 chrysotile asbestos were purchased between August 1966 and June 1967. North American Asbestos Corporation, 200 South Michigan Avenue, Chicago, Illinois also supplied raw asbestos (see attached sheet)

45. Has sales material been prepared by Defendant or its agents for purposes of marketing or advertising Defendant's asbestos products?

Sales material was prepared for LT Cork Covering by us.

46. If so, please state:

(a) The name and address of each person or entity who prepared same.
We have neither records nor actual knowledge by which to answer this interrogatory.

(b) The name, address, and job title of each person who presently has possession of same.

Armstrong World Industries, Inc., Liberty and Charlotte Streets, Lancaster, Pennsylvania.

(c) The date same was prepared.

Probably 1956.

44. (continued):

for Armaspray. 19,900 pounds of A. W. Amosite were purchased between July 1967 and January 1968, and 16,400 pounds of S/33/65 chrysotile asbestos were purchased between January, 1968 and December 1968. The asbestos paper for LT Cork Covering was purchased from Dobeckman Company, Cleveland, Ohio.

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(d) The media used to disseminate the sales material.

We have neither records nor actual knowledge by which to answer this interrogatory.

47. Has any written material of any kind or character been prepared by Defendant or its agents indicating how Defendant's products should be used and maintained?

Sales material for LT Cork Covering as set forth in Interrogatories 45 and 46 contained instructions for use and maintenance of said product.

48. If so, please state as follows:

(a) The name, address, and job classification of each person who prepared same.

See answer to Interrogatory 46(a).

(b) The name, address, and job classification of each person who presently has possession of same.

See answer to Interrogatory 46(b)

(c) The dates and manner in which said material was distributed to purchasers of Defendant's products.

See answer to Interrogatory 46(c) and (d).

49. Does Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, contend that Plaintiffs improperly used their products?

Yes.

50. If so, please set out in detail in what respect said products were improperly used.

Plaintiff failed to use mask or respiratory where available. Plainti was careless in the handling of any and all materials which created dust, including but not limited to asbestos insulation products. Plaintiff ignored warnings, failed to make reasonable choices for his safety. In addition, Defendant would adopt (see attached s[redacted]et)

51. Does Defendant have policies of insurance that might cover the cla[redacted] that have been made by Plaintiffs herein?

Yes.

52. If so, please list the name of each insurance carrier who may have coverage, the amount of such coverage, and the dates of each such policy.

See attached insurance coverage information.

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50. (continued):

any and all statements within its answer as well as testimony obtained in discovery, including but not limited to Plaintiff's deposition.

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53. Does Defendant expect to call expert witnesses at the trial of this case?

Unknown.

54. If so, pelase state:

Unknown

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

(b) The testimony expected to be given by each such expert witness.

55. On what date did Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, first become aware that inhalation of asbestos fibers by human beings could cause adverse health consequences?

This Defendant became aware of an alleged ascertainable relationship between the inhalation of asbestos fibers and adverse health consequences in 1968. This awareness is distinguishable from notice that a relationship between asbestos fiber in adverse health consequences could possibly exist.

56. Does Defendant or any of its predecessors and/or subsidiaries as set forth in answer to question #3, contend that asbestos products can be manufactured so as to eliminate all potential health hazards to workers installing same?

This Defendant no longer manufactures and/or sells asbestos insulation products.

57. If so, please explain.

See answer to Interrogaty 56.

58. Please describe in detail the type of packages in which Defendant has sold asbestos material, listing the dates each type of package was used, a physical description thereof, and a description of any printed material or trademarks that appeared thereon.

We believe that LT Cork Covering was packaged in cardboard cartons, presumably with our corporate name and address printed thereon, with our trademark which consisted of the word "Armstrong" with the letter "A" being centered in a colored disc. We believe that Armaspray was packaged in 50lb. kraft paper bags containing the name of Armstrong Contracting & Supply Corporation and with our aformentioned trademark

I HEREBY CERTIFY that an original and one copy of the foregoing has been forwarded this 6th day of March, 19 81, to all Defendants.

ROBLES & ROBLES, P.A.
75 S.W. 8th Street
Suite 401
Miami, FL 33130
305/371-5944

BY _____
LOUIS S. ROBLES, ESQ.

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF LANCASTER :

W. H. OFFERMANN, being first duly sworn according to law, deposes and says that he is employed by Armstrong World Industries, Inc. in the capacity of Marketing Manager, Insulation Products, Industry Products Division; that he has been engaged for twenty-two years as an employee of the Defendant, throughout which period of time his employment has involved the sale of this Defendant's insulation and associated industry products; that the foregoing answers are based upon his information, belief, review of records, and discussions with fellow employees; that he is not personally aware of the details of each and every answer, but that in his employment capacity he has cognizance thereof and that the answers have been prepared by counsel and the phraseology is not necessarily his own.

Further affiant saith not.

W. H. Offermann

SWORN TO BEFORE me and subscribed in my presence this 1st day of April, 1981.

Cathy J. Pretzman
Notary Public

CATHY J. PRETZMAN, Notary Public
LANCASTER, LANCASTER COUNTY, PA.
MY COMMISSION EXPIRES MARCH 7, 1983

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January 12, 1978

ARMSTRONG CORK COMPANY
PRODUCTS LIABILITY INSURANCE

Primary Policies

Policy Period	Insurer	Policy Number	Bodily Injury Limits
1/1/46-47	Standard Accident Insurance Company	A 9290 - Calif., Texas, Missouri A 9291 - All Other States	$ 100,000 ea. person $ 200,000 ea. accident
1/1/47-48	Standard Accident Insurance Company	A 13950 - Calif., Texas, Missouri A 14040 - All Other States	$ 100,000 ea. person $ 300,000 ea. accident
1/1/48-50	Standard Accident Insurance Company	A 18725 - Calif., Texas, Missouri A 14040 - All Other States	$ 100,000 ea. person $ 300,000 ea. accident
1/1/50-51	Standard Accident Insurance Company	A 31750 - Calif., Texas, Missouri A 14040 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/51-52	Standard Accident Insurance Company	A 38570 - Calif., Texas, Missouri A 14040 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/52-53	Travelers Indemnity Company	RSL-204746 - California RSL-204748 - Texas, Missouri RSL-204747 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/53-54	Travelers Indemnity Company	RSL-2673807 - California RSL-2673809 - Texas, Missouri RSL-2673808 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/54-55	Travelers Indemnity Company	RSL-3386213 - California RSL-3386215 - Missouri, Montana RSL-3386214 - All Other States	$ 200,000 ea. person $1,000,000 aggregate

- 1 -

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January 12, 1978

ARMSTRONG CORK COMPANY
PRODUCTS LIABILITY INSURANCE

Primary Policies

Policy Period	Insurer	Policy Number	Bodily Injury Limits
1/55-56	Travelers	RSL-4490456 - California RSL-4490457 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/56-57	Travelers	RSL-4991521 - California RSL-4991520 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/57-58	Travelers	RSL-6220504 - California RSL-6220503 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/58-59	Travelers	RSL-7226998 - California RSL-7226999 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/59-60	Travelers	RSL-7768144 - California RSL-7768143 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/60-61	Travelers	RSL-8659240 - California RSL-8659238 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/61 - 1/1/62	Travelers	RSL-9041872	$ 200,000 ea. person $1,000,000 aggregate
1/62 - 1/1/63	Travelers	RNSL-9321352	$ 200,000 ea. person $1,000,000 aggregate
1/63 - 1/1/65	Aetna	98 AL 1100 SR(Y)	$ 200,000 ea. person $1,000,000 aggregate
1/65 - 1/1/68	Aetna	98 AL 2406 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
1/68 - 4/1/69	Aetna	98 AL 115000 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
1/69 - 1/1/70	Aetna	98 AL 115600 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
1/70 - 1/1/73	Aetna	98 AL 116400 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
1/73 - 1/1/74	Liberty Mutual	LG1-631-004036-033	$1,000,000 ea. occurrence $1,000,000 aggregate
1/74 - 1/1/75	Liberty Mutual	LG1-631-004036-034	$1,000,000 ea. occurrence $1,000,000 aggregate
1/75 - 1/1/76	Liberty Mutual	LG1-631-004036-035	$1,000,000 ea. occurrence $1,000,000 aggregate

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Primary Policies (Cont'd.)

Policy Period	Insurer	Policy Number	Bodily Injury Limits
1/1/76 - 1/1/77	Liberty Mutual	LG1-631-004036-036	$1,000,000 ea. occurrence $1,000,000 aggregate
1/1/77 - 1/1/78	Liberty Mutual	LG1-631-004036-037	$1,000,000 ea. occurrence $1,000,000 aggregate
1/1/78 - 1/1/79	Liberty Mutual	LG1-631-004036-038	$1,000,000 ea. occurrence $1,000,000 aggregate

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Armstrong World Industries, Inc.
Excess Umbrella Liability Policies
1/1/77 - 1/1/81

Policy Period	Insurer	Policy Number	Limits
1/1/77 - 1/1/79	Companies Collective Policy (various companies)	881/UJL-0035	97.9275% part of 96.5% of $5,000,000 E/O Primary
1/1/77 - 1/1/79	Companies Combined Policy (various companies)	881/UJL-0035	2.0725% part of 96.5% of $5,000,000 E/O Primary
1/1/77 - 1/1/78	Companies Combined Policy (Turegum Ins. Co.)	881/UJL-0116	3.5% of $5,000,000 E/O Primary
1/1/77 - 1/1/78	Companies Combined Policy (various companies)	881/UJL-0036	1.68% part of 33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/77 - 1/1/78	Companies Collective Policy (various companies)	881/UJL-0036	60.5% part of 33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/77 - 1/1/78	Lloyd's	881/UJL-0036	37.82% part of 33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/77 - 1/1/78	First State Insurance Co.	924121	33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/77 - 1/1/78	The Home Insurance Co.	HEC-9-32-89-56	33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/77 - 1/1/78	Companies Collective Policy (various companies)	881/UJL-0037	33.47% part of 50% of $30,000,000 E/O $20,000,000 E/O Primary
1/1/77 - 1/1/78	Companies Combined Policy (various companies)	881/UJL-0037	0.6% part of 50% of $30,000,000 E/O $20,000,000 E/O Primary

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Policy Period	Insurer	Policy Number	Limits
1/1/77 - 1/1/78	Lloyd's	881/UJL-0037	65.93% part of 50% of $30,000,000 E/O $20,000,000 E/O Primary
1/1/77 - 1/1/78	Interstate Fire & Casualty Co.	1-55/U-022973	$5,000,000 part of $30,000,000 E/O $20,000,000 E/O Primary
1/1/77 - 1/1/78	National Union Fire Ins. Co. of Pittsburgh, Pa.	1186735	$5,000,000 part of $30,000,000 E/O $20,000,000 E/O Primary
1/1/77 - 1/1/78	Fireman's Fund Ins. Co.	3-61-XLX-121-93-70	$5,000,000 part of $30,000,000 E/O $20,000,000 E/O Primary
1/1/78 - 1/1/79	Companies Collective Policy (various companies)	881/UKL-0120	75% part of 3.5% of $5,000,000 E/O Primary
1/1/78 - 1/1/79	Companies Combined Policy (Yasuda Fire and Marine Ins. Co. Ltd.)	881/UKL-0120	25% part of 3.5% of $5,000,000 E/O Primary
1/1/78 - 1/1/79	Companies Combined Policy (Mentor Ins. Co., Ltd.)	881/UKL-0121	1.47% part of 33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/78 - 1/1/79	Companies Collective Policy (various companies)	881/UKL-0121	1.10% part of 33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/78 - 1/1/79	Companies Collective Policy (various companies)	881/UKL-0121	51.28% part of 33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/78 - 1/1/79	Lloyd's	881/UKL-0121	46.15% part of 33-1/3% of $15,000,000 E/O $5,000,000 E/O Primary
1/1/78 - 1/1/79	The Home Ins. Co.	HEC-9-63-15-56	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary
1/1/78 - 1/1/79	First State Ins. Co.	925931	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary

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Policy Period	Insurer	Policy Number	Limits
1/1/78 - 1/1/79	Companies Combined Policy (various companies)	881/UKL-0122	1.81% part of 50% of $30,000,000 E/O $20,000,000 E/O Primary
1/1/78 - 1/1/79	Companies Collective Policy (various companies)	881/UKL-0122	9.65% part of 50% of $30,000,000 E/O $20,000,000 E/O Primary
1/1/78 - 1/1/79	Companies Collective Policy (various companies)	881/UKL-0122	27.15% part of 50% of $30,000,000 E/O $20,000,000 E/O Primary
1/1/78 - 1/1/79	Lloyd's	881/UKL-0122	61.39% part of 50% of $30,000,000 E/O $20,000,000 E/O Primary
1/1/ 78- 1/1/79	Interstate Fire & Casualty Co.	1-55-U-28958	$5,000,000 part of $30,000,000 E/O $20,000,000 E/O Primary
1/1/78 - 1/1/79	The Home Insurance Co.	HEC-9-63-15-55	$5,000,000 part of $30,000,000 E/O $20,000,000 E/O Primary
1/1/78 - 1/1/79	The Fireman's Fund Ins. Co.	61-XLX-126-94-42	$5,000,000 part of $30,000,000 E/O $20,000,000 E/O Primary
1/1/79 - 1/1/82	Companies (various companies)	Sedgwick Forbes Cover Note	$5,000,000 E/O Primary
1/1/79 - 1/1/80	United States Fire Ins. Co.	522-006656-4	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary
1/1/79 - 1/1/80	Puritan Ins. Co. (formerly The Manhattan Fire and Marine Ins. Co.)	ML-65-14-53	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary
1/1/79 - 1/1/80	The Central National Ins. Co. of Omaha	CNZ-14-19-06	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary

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Policy Period	Insurer	Policy Number	Limits
1/1/79 - 1/1/80	California Union Ins. Co.	ZCX-00-34-41	$30,000,000 E/O $20,000,000 E/O Primary
1/1/80 - 1/1/81	United States Fire Ins. Co.	522-005987-7	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary
1/1/80 - 1/1/81	Puritan Ins. Co.	ML-65-26-39	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary
1/1/80 - 1/1/81	The Central National Ins. Co. of Omaha	CNZ-14-19-46	$5,000,000 part of $15,000,000 E/O $5,000,000 E/O Primary
1/1/80 - 1/1/81	California Union Ins. Co.	ZCX-00-39-12	$30,000,000 E/O $20,000,000 E/O Primary

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Product & Description	Manufacturer	Distributed By Armstrong Cork Company Prior to 1958	Distributed By Armstrong Contracting & Supply Corporation, now ACandS, Inc. from November 26, 1957 to August 1, 1969(*)
Armatemp #166 Consisted of mineral wool and asbestos. It was a private label product used for high temperature insulation up to 600° F.	Eagle-Picher & Keene Corporation	Yes	Yes

*) Armstrong Contracting ceased using many of these products during this period, but the identity of those products and the dates they were dropped from the line are not known. After August 1, 1969, the date on which Armstrong Cork Company divested its interest in Armstrong Contracting, Armstrong Contracting continued to market Armatemp products and LK named products under the private label name.

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ARMSTRONG CORK COMPANY
PRODUCTS LIABILITY INSURANCE

Primary Policies

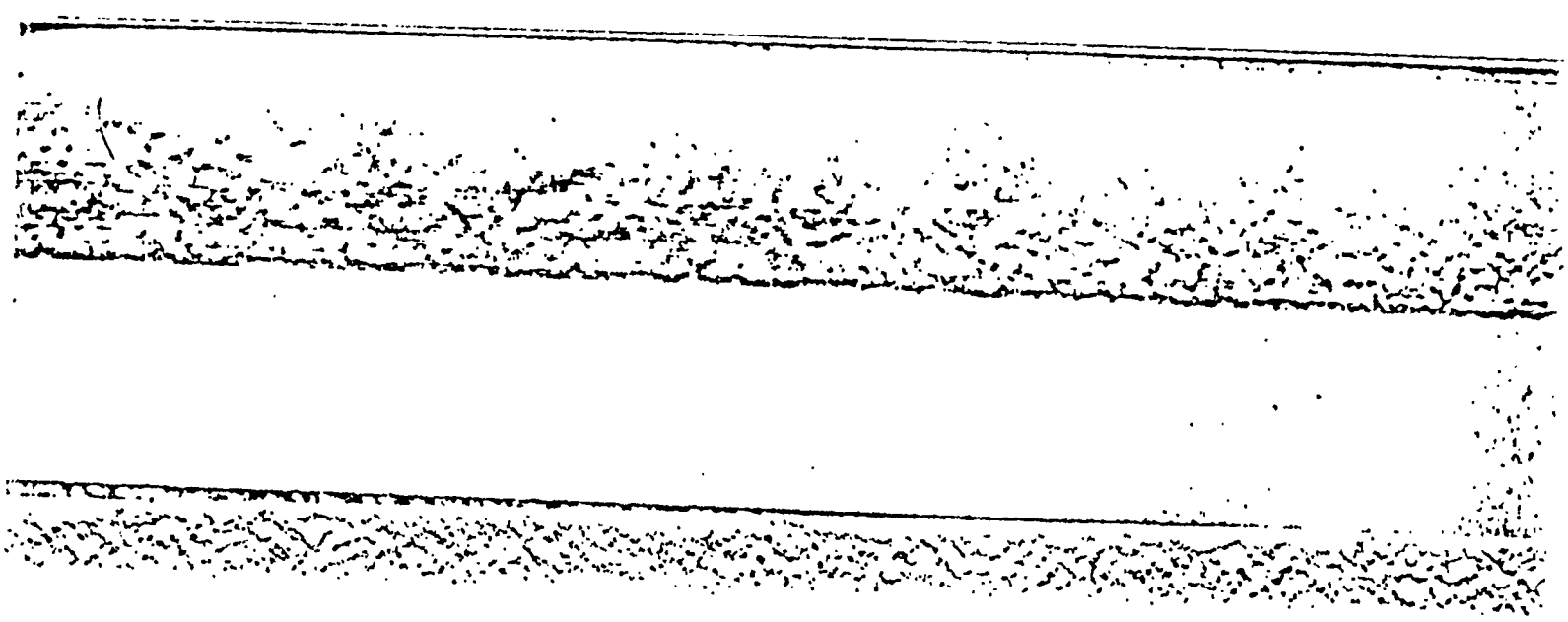
Policy Period	Insurer	Policy Number	Bodily Injury Limits
/1/46-47	Standard Accident Insurance Company	A 9290 - Calif., Texas, Missouri A 9291 - All Other States	$ 100,000 ea. person $ 200,000 ea. accident
/1/47-48	Standard Accident Insurance Company	A 13950 - Calif., Texas, Missouri A 14040 - All Other States	$ 100,000 ea. person $ 300,000 ea. accident
/1/48-50	Standard Accident Insurance Company	A 18725 - Calif., Texas, Missouri A 14040 - All Other States	$ 100,000 ea. person $ 300,000 ea. accident
1/1/50-51	Standard Accident Insurance Company	A 31750 - Calif., Texas, Missouri A 14040 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/51-52	Standard Accident Insurance Company	A 38570 - Calif., Texas, Missouri A 14040 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/52-53	Travelers Indemnity Company	RSL-204746 - California RSL-204748 - Texas, Missouri RSL-204747 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/53-54	Travelers Indemnity Company	RSL-2673807 - California RSL-2673809 - Texas, Missouri RSL-2673808 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/1/54-55	Travelers Indemnity Company	RSL-3386213 - California RSL-3386215 - Missouri, Montana RSL-3386214 - All Other States	$ 200,000 ea. person $1,000,000 aggregate

Armstrong Cork Company's Answers to Interrogatories in Copeland v. Armstrong Cork (1981)
ACL Doc 24428 · Page 35 of 37
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ARMSTRONG CORK COMPANY
PRODUCTS LIABILITY INSURANCE

Primary Policies

Policy Period	Insurer	Policy Number	Bodily Injury Limits
/55-56	Travelers	RSL-4490456 - California RSL-4490457 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/56-57	Travelers	RSL-4991521 - California RSL-4991520 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/57-58	Travelers	RSL-6220504 - California RSL-6220503 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/58-59	Travelers	RSL-7226998 - California RSL-7226999 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/59-60	Travelers	RSL-7768144 - California RSL-7768143 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
1/60-61	Travelers	RSL-8659240 - California RSL-8659238 - All Other States	$ 200,000 ea. person $1,000,000 aggregate
/1/61 - 1/1/62	Travelers	RSL-9041872	$ 200,000 ea. person $1,000,000 aggregate
/1/62 - 1/1/63	Travelers	RNSL-9321352	$ 200,000 ea. person $1,000,000 aggregate
/1/63 - 1/1/65	Aetna	98 AL 1100 SR(Y)	$ 200,000 ea. person $1,000,000 aggregate
/1/65 - 1/1/68	Aetna	98 AL 2406 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
1/1/68 - 4/1/69	Aetna	98 AL 115000 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
4/1/69 - 1/1/70	Aetna	98 AL 115600 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
1/1/70 - 1/1/73	Aetna	98 AL 116400 SR(Y)	$ 500,000 ea. person $1,000,000 aggregate
1/1/73 - 1/1/74	Liberty Mutual	LG1-631-004036-033	$1,000,000 ea. occurren $1,000,000 aggregate
1/1/74 - 1/1/75	Liberty Mutual	LG1-631-004036-034	$1,000,000 ea. occurren $1,000,000 aggregate
1/1/75 - 1/1/76	Liberty Mutual	LG1-631-004036-035	$1,000,000 ea. occurren $1,000,000 aggregate



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Primary Policies (Cont'd.)

Policy Period	Insurer	Policy Number	Bodily Injury Limits
1/1/76 - 1/1/77	Liberty Mutual	LG1-631-004036-036	$1,000,000 ea. occurrence $1,000,000 aggregate
1/1/77 - 1/1/78	Liberty Mutual	LG1-631-004036-037	$1,000,000 ea. occurrence $1,000,000 aggregate ($50,000 deductible on each asbestosis claim)
1/1/78 - 1/1/79	Liberty Mutual	LG1-631-004036-038	$1,000,000 ea. occurrence $1,000,000 aggregate ($50,000 deductible on each asbestosis claim)

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