MEMO TO JOHNS-MANVILLE CORPORATION

IN RE Meers v. Johns-Manville Corporation

HAIGHT, DICKSON, BROWN & BONESTEEL
LOS ANGELES, CALIFORNIA
SANTA MONICA, CALIFORNIA
SANTA ANA, CALIFORNIA

August 5, 1982

SUMMARY OF ANSWERS OF CO-DEFENDANT ARMSTRONG WORLD INDUSTRIES, INC. TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR ADMISSIONS, DATED FEBRUARY 12, 1981.

PRODUCT IDENTIFICATION

Manufactured asbestos insulation products including LT Cork Covering within asbestos paper laminate, manufactured from 1956 until 1959, with sale continuing until 1960. LT Cork Covering consisted of segmented pieces of cork cemented to an aluminum foil with an outer covering of asbestos paper. LT Cork Covering asbestos paper was purchased from Dobeckman Company and its percentage of asbestos is unknown.

Armaspray, manufactured from 1966 until 1968, with sales continuing until mid-1969. It contained approximately 8% asbestos by weight.

Sold a variety of asbestos insulation products at various times between the mid-1940's and December 31, 1957.

Non-manufactured insulation products included: Armabestos Type Covering and Block (Unarco), Kaylo Pipe Covering and Block (Owens-Illinois Glass Company), 85% Magnesia Pipe Covering (Ehret & Keasbey-Mattison), 85% Magnesia Block and Cement, Hy-Temp Pipe Covering and Block and Cement, Kaytherm Block and Pipe Covering, Kamatt Pipe Covering, Mani-Poy Insulation, Bestfelt Pipe and Block, Air Sell, Duplex Woolfelt Pipe Insulation, No. 152 Asbestos Cement, Amblerex No. 2 Cement, and KP Asbestos Floats (Keasbey-Mattison. Does not know of the percentage of asbestos in those products.

Defendant no longer manufactures or sells any insulation products containing asbestos. Does not recall selling any asbestos-containing products to shipyards.

SALES INFORMATION

Defendant does not maintain segregated sales figures by product or product line and therefore has no records by which to state annual total sales of asbestos containing products.

TRADE ASSOCIATIONS

Does not recall belonging to any trade associations.

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THIRD PARTY LIABILITY

Defendant contends that the U.S. Government's "Qualified Products List" for its "military specifications" for asbestos products may have been an indication by the government that asbestos products solicited or specified were not health hazards. Contends that asbestos products may have conformed with specifications established by the U.S. Government. Defendant expressly denies any liability.

STATE OF THE ARTS INFORMATION

Denies that Kynol Novoloid fibers, made from the Phenol-Formaldehyde resin called "Novolac" are a suitable substitute for asbestos for application in gaskets, friction materials, flame-retardant clothing, etc.

By late 1968, defendant was no longer selling non-manufactured asbestos insulation products and was getting out of the manufacture of asbestos insulation products. Since it no longer manufactures and/or sells asbestos insulation products, it is not familiar with asbestos-free substitutes, their engineering characteristics, or the process by which they become commercially available.

MEDICAL INFORMATION

First became aware of the possibility of an ascertainable relationship between asbestos and adverse health consequences in late 1968, per an article entitled "The Magic Mineral" in the New Yorker magazine (10/12/68). Specifically objects to the question regarding warnings on asbestos products. Although defendant did not change asbestos insulation products to asbestos-free insulation products, its manufactured insulation products were either applied in wet form or bonded to a backing which kept air-born fiber to a minimum if it existed at all.

RELATED LITIGATION

No manufacturing employees of the defendant has ever made a claim or workers compensation at his facility where asbestos insulation products were manufactured. Denies that workers compensation claims or other related lawsuits put it on notice that asbestos was a hazard to tradesmen, laborers and others, who were not employed in asbestos product manufacturing plants. Not aware that many life

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insurance companies refused to sell life insurance to asbestos workers. Not aware of any increases in workers compensation insurance premiums due to employees' exposure to asbestos. Denies any knowledge of possible injury to workers prior to 1964 from exposure to asbestos. Specifically objects to the question regarding whether the California Supreme Court was in error when it found that JM has known since 1924 that long exposure to asbestos or the ingestion of that substance is dangerous to health.

ASBESTOS RESEARCH

Refuses to state any positive relationship between exposure to asbestos and resulting conditions.

MISCELLANEOUS

Sold but did not manufacture Kaylo from 1955 through 1957. Specifically objects to the question regarding measures taken from 1930 to the present to keep abreast of medical literature and research pertaining to asbestos health hazards.

Defendant is unaware of any warnings regarding asbestos hazards which related to its own products. LT Cork Covering was sold with a product brochure. Masks and ventilation were always provided to defendant's employees whenever the evolution of dust was a possibility. No recollection of ever recalling any asbestos-containing products. Defendant specifically objects to question regarding distribution of products. Is not the successor by merger of any other entity.

LT Cork Covering brochure is attached. Objects to the question regarding patent numbers of its asbestos-containing products.

JIM DAMON

JD:jc