

3:24cv00717

Official Committee of Unsecured Creditors

v.

Hopeman Brothers, Inc., et al.

Designation of Records
Part II



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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: *
* **Chapter 11**
HOPEMAN BROTHERS, INC., *
* **Case No. 24-32428 KLP**
Debtor *
*

**OPPOSITION AND OBJECTION TO MOTION OF THE DEBTOR FOR ENTRY OF
INTERIM AND FINAL ORDERS EXTENDING THE AUTOMATIC STAY TO STAY
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

NOW INTO COURT, through undersigned counsel, come Janet Rivet and Kayla Rivet (surviving spouse and child of Tommy Rivet), Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors (surviving spouse and children of Frank P. Ragusa,

Jr.), and Erica Dandry Constanza and Monica Dandry Hallner (surviving children of Michael Dandry, Jr.) (collectively “Creditors”), who oppose the Motion for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants filed by Hopeman Brothers, Inc. (“Hopeman”).¹ For the reasons set forth below, Creditors oppose an extension of the automatic stay solely to the extent it seeks to stay Louisiana direct action claims against non-debtor, Liberty Mutual Insurance Company (“Liberty Mutual”), pursuant to the primary Comprehensive General Liability (“CGL”) policies issued by Liberty Mutual covering Hopeman.

Creditors herein submit that a stay should not apply to direct action claims against non-debtor, Liberty Mutual, for several reasons. First, as explained in Section I, *infra*, Hopeman admits that it no longer has any property interest in the Liberty Mutual CGL policies, and the policies are not even listed as assets of Hopeman in its Schedule of Assets.² Thus, direct action claims against Liberty Mutual cannot deplete the bankruptcy estate since Hopeman is not claiming that these policies are actually assets of its estate. Second, even if Hopeman did still have a property interest in the Liberty Mutual policies, and even if the policies were listed as assets in the Hopeman’s Schedule of Assets, Louisiana claimants still have a right to pursue direct action claims against non-debtor insurers regardless of whether the insured has filed for bankruptcy. Third, federal courts, including the U.S. Fourth Circuit, have only extended stays to a non-debtor under very limited circumstances, and Hopeman has failed to meet its burden of establishing that the circumstances of this case are such that a stay should be entered prohibiting Creditors from pursuing direct action claims against Liberty Mutual. Hopeman has offered absolutely no support other than attorney

¹*In re: Hopeman Brothers, Inc.*, United States Bankruptcy Court, Eastern District of Virginia, Richmond Division, No. 24-32428 KLP at Docket (“BR Doc.”) No. 7.

²BR Doc. 59 at pp. 22-23.

argument that Louisiana direct action claims could actually diminish the Liberty Mutual CGL policies. As is explained in Section IV(B), *infra*, the Louisiana direct action claims against Liberty Mutual cannot diminish these policies because the types of claims at issue are not subject to aggregate limits. Hopeman has submitted nothing to refute this evidence.

I. The bankruptcy court should not stay Creditors ability to pursue direct action claims against Liberty Mutual pursuant to the CGL policies issued to Hopeman because Hopeman has admitted that these policies are no longer assets of its estate.

Creditors’ objection is limited solely to the extent that Hopeman is seeking a stay of Louisiana asbestos-related direct action claims against non-debtor, Liberty Mutual Insurance Company, pursuant to CGL policies issued by Liberty Mutual.

Hopeman relies upon Section 362(a)(1) as well as Section 362(a)(3) as a basis for its requested relief. Hopeman argues that the Section 362(a)(1) stay can be applied to non-debtors where there is an identity of interest between the debtor and non-debtor third parties.³ Hopeman asserts that the circumstances warranting a stay under Section 362(a)(1) that are present in this proceeding are that “actions against the Protected Parties will deplete the Debtor’s insurance coverage” and that allowing these direct action lawsuits will result in “reducing shared insurance and undercutting a principal asset of the estate.”⁴ Regarding Section 362(a)(3), Hopeman similarly argues that this provision warrants the implementation of a stay because insurance contracts are property of the estate and that allowing claims against the insurers would deplete the Debtor’s insurance.⁵ Hopeman offers no support for this argument, especially as it applies to Liberty Mutual’s CGL policies.

³BR Doc. 7 at pp. 8-9, Paragraph 24.

⁴BR Doc. 7 at p. 9, Paragraph 25.

⁵BR Doc. 7 at p. 10, Paragraph 29.

Neither Section 362(a)(1) nor Section 362(a)(3) warrant a stay as to Louisiana direct action claims against Liberty Mutual for those CGL policies covering Hopeman. “Extending the automatic stay or issuing an injunction for non-debtors contravenes a basic and compelling principle of federal bankruptcy law”,⁶ and “[t]he burden of proof to show that the automatic stay is applicable to a non-debtor is on the party invoking the stay.”⁷ Hopeman has made no showing whatsoever as to how Louisiana direct action claims against Liberty Mutual could possibly deplete Hopeman’s bankruptcy estate. This showing was not made by Hopeman because allowing direct action claims of Creditors herein against Liberty Mutual cannot deplete the bankruptcy estate.

Based upon Hopeman’s representations to this Court already made in its bankruptcy filings, Hopeman no longer has any right or property interest in the Liberty Mutual CGL policies. In its Schedule of Assets filed in this bankruptcy proceeding, Hopeman does not list any of the Liberty Mutual CGL policies as an asset of its estate because Hopeman no longer has any rights or ownership of these policies.⁸ This is further confirmed by Hopeman’s President, Christopher Lascell, who states in his Declaration filed in this matter that any rights Hopeman may have originally had under these Liberty Mutual CGL policies have been released by Hopeman pursuant to settlement agreements between Hopeman and Liberty Mutual.⁹ In fact, in its Schedule of Assets, Hopeman

⁶*In re Qimonda Ag*, 482 B.R. 879, 895 (Bankr. E.D. Va. 2012) (quoting *Vitro v. ACP Master, Ltd. (In re Vitro)*, 455 B.R. 571, 581 (Bankr. N.D. Tex. 2011)).

⁷*In re Xenon Anesthesia of Tex., PLLC*, 510 B.R. 106, 111 (Bankr. S.D. Tex. 2014) (citing *Beran v. World Telemetry, Inc.*, 747 F. Supp. 2d 719, 723 (S.D. Tex. 2010) (“The party invoking the stay has the burden to show that it is applicable. See 2 William L. Norton, Jr., Norton Bankruptcy Law and Practice § 43:4 (3d ed. Supp. 2010) (noting that in bankruptcy court proceedings, ‘the party seeking to extend the stay will bear the burden to show that ‘unusual circumstances’ exist warranting such an extension of the stay to a nondebtor’)).

⁸BR Doc. 59 at pp. 22-23.

⁹BR Doc. 8 at Paragraph 34.

even references a 2003 settlement agreement between Liberty Mutual and Hopeman, which presumably confirms Mr. Lascell’s testimony as Hopeman releasing its rights as to these policies and also likely confirms why the policies were not listed as assets by Hopeman in its Schedule of Assets.¹⁰ Instead, in its Schedule of Assets, Hopeman only lists Liberty Mutual workers’ compensation policies covering the years between 1974 and 1985.¹¹ However, Creditors herein are not maintaining an objection as whether a stay should be issued as to direct action claims pursuant to these Liberty Mutual workers’ compensation policies because none of the Creditors herein were direct employees of Hopeman. Accordingly, the Creditors’ claims do not trigger coverage under the workers’ compensation policies.

Hopeman represents to the Court, without support, that a stay is necessary because asbestos-related actions “would further deplete the Debtor’s largest asset – its insurance policies – and prejudice the Debtor’s estate.”¹² Hopeman also represents to the Court that “[t]he relief requested herein, therefore, is critical for the Debtor’s ability to achieve a primary goal of this chapter 11 case – ensuring a fair and equitable distribution of the Debtor’s remaining assets among claimants with allowed asbestos-related claims against the Debtor.”¹³ However, as noted above, Hopeman’s Schedule of Assets filed in this bankruptcy proceeding make clear that the Liberty Mutual CGL policies are not among the remaining assets of the Debtor.¹⁴ Thus, Louisiana direct action claims against Liberty Mutual present no risk to Hopeman’s property that can be depleted. In fact, Hopeman has represented to this Court that the Liberty Mutual policies are exhausted as to Hopeman and that

¹⁰BR Doc. 59 at p. 76.

¹¹BR Doc. 59 at pp. 22-23.

¹²BR Doc. 7, at p. 3, Paragraph 8.

¹³BR Doc. 7, at p. 5, Paragraph 17.

¹⁴R. Doc. 59 at pp. 22-23.

Hopeman no longer has any rights under these policies due to their settlement agreement.¹⁵ Thus, Section 362(a) is inapplicable as it relates to the Liberty Mutual CGL policies.

While Hopeman may have agreed to release any rights it had to the Liberty Mutual CGL policies, these sort of agreements between an insurer and an insured have no effect on a injured tort victim's rights under the policy.¹⁶ For example, in *Courville v. Lamorak Ins. Co.*, another asbestos case, Liberty Mutual actually attempted to limit its liability to third party tort victims through a settlement agreement entered into with another asbestos company, Reilly-Benton Company, Inc., which attempt was rejected. In doing so, the Louisiana's Fourth Circuit in *Courville v. Lamorak Ins. Co.*, held:

The plain language of La. Rev. Stat. 22:1262 is clear: insurers and insured cannot retroactively rescind or annul policy contracts by agreement post-occurrence. Nonetheless, the 2013 settlement agreement at issue in this case essentially rescinded or annulled policy contracts for injuries sustained years ago. Accordingly, under Louisiana public policy, the settlement agreement is not enforceable against the third-party tort victim in this case, i.e., the plaintiff.¹⁷

Thus, while Hopeman may no longer have any rights under the Liberty Mutual CGL policies, Creditors herein do still have rights to pursue Liberty Mutual. Under Louisiana law, a tort victim's cause of action accrues at the time of the "substantial injury producing exposures giving rise to plaintiffs' claims."¹⁸ Once these substantive rights are conferred against the insurer, they become vested property right that may not be constitutionally divested.¹⁹

¹⁵BR Doc. 8, Declaration of Christopher Lascell at Paragraph 34.

¹⁶*Courville v. Lamorak Ins. Co.*, 2020-0073 (La.App. 4 Cir. 05/27/20), 301 So.3d 557, writ denied, 20-791 (La. 10/14/20), 302 So.3d 1121.

¹⁷*Courville v. Lamorak Ins. Co.*, 2020-0073 (La. App. 4 Cir. 05/27/20); 301 So. 3d 557, 560.

¹⁸*Cole v. Celotex Corporation*, 599 So.2d 1058, 1063 (La. 1992).

¹⁹*Id.*

While it is expected that Hopeman will attempt to retract the representations it has made to this Honorable Court regarding its lack of a property interest in the Liberty Mutual CGL policies, out of an abundance of caution, Creditors herein submit that even if Hopeman had not released its rights to the Liberty Mutual CGL policies and had included these policies in its Schedule of Assets, an extension of the stay as to Liberty Mutual would still not warranted as the claims of Creditors herein have no risk of depleting the CGL policies.

II. Even if Hopeman still had rights to the Liberty Mutual CGL policies, which it admits it does not, Creditors' claims have no risk of depleting the CGL policies

Hopeman's entire basis for extending the stay to non-debtor insurers is an argument that allowing such claims would deplete the insurance. Hopeman, however, offered absolutely no support for its attorney argument that such a risk exists, especially as to the Liberty Mutual CGL policies. As noted above, the Liberty Mutual CGL policies are no longer an asset of Hopeman. Nonetheless, even if the Liberty Mutual CGL policies were an asset of Hopeman, the Creditors' claims cannot deplete the Liberty Mutual CGL policies. As will be explained below, the claims of Creditors herein against Liberty Mutual arise under the CGL policies because the exposures from Hopeman occurred from Hopeman's ongoing contracting activities.

A. Creditors' Decedents Were Exposed to Asbestos from Hopeman's Contracting Operations at Avondale Shipyards in Louisiana, Creditors' Decedents Died in Louisiana, and Their Cases are Pending in Louisiana.

The Creditors are the surviving family members of individuals who developed and died from mesothelioma following exposure to asbestos during Hopeman's contracting operations at Avondale

Shipyards in Louisiana, and who may assert direct action claims against Hopeman's primary liability insurer, Liberty Mutual, pursuant to Louisiana's direct action statute.²⁰

Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors are the surviving spouse and children of Frank P. Ragusa, Jr.²¹ Prior to his death from mesothelioma, Mr. Ragusa filed suit in Louisiana seeking damages for his injuries caused by his exposure to asbestos while working at, among other places, Avondale Shipyards in Louisiana.²² As a result of his exposure to asbestos, Mr. Ragusa developed mesothelioma from which he died in Louisiana.²³ Following Mr. Ragusa's death, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors filed a Fourth Supplemental and Amending Complaint substituting themselves as Plaintiffs, and asserting any and all survival and wrongful death claims to which they are entitled.²⁴ The Ragusa family's case is currently pending before the United States District Court for the Eastern District of Louisiana.

Mr. Ragusa testified that he worked as an employee of Avondale Shipyards from September 12, 1975 to March 29, 1979 as a crane operator and hooker in the Main yard,²⁵ and that he was exposed to asbestos at Avondale Shipyards while working on the Zapata rig.²⁶ Mr. Ragusa testified

²⁰La. R.S. § 22:1269.

²¹Exhibit 1, Marriage Certificate of Maxine and Frank Ragusa; Exhibit 2, Birth Certificate of Valerie Ann Ragusa Primeaux; Exhibit 3, Birth Certificate of Stephanie Jean Ragusa Connors.

²²Exhibit 47, Petition for Damages in Ragusa.

²³Exhibit 5, Deposition of Gerard Baril (02/28/2023) at pp. 33-35; Exhibit 6, Declaration of Gerard Baril at ¶3, and Declaration Exhibit A, Expert Report at pp. 16-17, 27-28, 33-34; Exhibit 7, Deposition of Dr. Stephen Terry Kraus (02/23/2023) at p. 74; Exhibit 8, Affidavit of Dr. Stephen Terry Kraus at ¶ 5, 9, 13 and Affidavit Exhibit A, Expert Report at 44, 48, 52; Exhibit 9, Deposition of Dr. Rodney J. Landreneau (03/03/2023) at pp. 51-52; Exhibit 10, Death Certificate of Frank P. Ragusa, Jr.

²⁴Exhibit 48, Fourth Supplemental and Amending Complaint in Ragusa.

²⁵Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at pp. 124-125.

²⁶Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at p. 128.

that he was required to go into the living quarters of the Zapata rig where Hopeman was cutting wallboards with skilsaws.²⁷ Mr. Ragusa testified that he was exposed to asbestos from Hopeman's cutting of wallboard on the Zapata rig.²⁸ Mr. Ragusa testified that Hopeman's cutting of the wallboard caused fibers to fly everywhere because there was no protection of any kind on Hopeman's skilsaws.²⁹ Mr. Ragusa testified that he was regularly around Hopeman's cutting of the wallboards for five days a week, and that he would work within five to ten feet of Hopeman.³⁰ As a result of his exposure to asbestos from Hopeman, Mr. Ragusa developed mesothelioma, from which he died.³¹

Janet Rivet and Kayla Rivet are the surviving spouse and child of Tommy Rivet.³² Prior to his death from mesothelioma, Mr. Rivet filed suit in Louisiana seeking damages for his injuries caused by his exposure to asbestos from the work of his father and brothers at Avondale Shipyards in Louisiana.³³ As a result of his exposure to asbestos, Mr. Rivet developed mesothelioma from which he died in Louisiana.³⁴ Following Mr. Rivet's death, Janet Rivet and Kayla Rivet filed a First

²⁷Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at pp. 129-131.

²⁸Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at p. 30.

²⁹Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at p. 31.

³⁰Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at pp. 131-132, 139.

³¹Exhibit 5, Deposition of Gerard Baril (02/28/2023) at pp. 33-35; Exhibit 6, Declaration of Gerard Baril at ¶3, and Declaration Exhibit A, Expert Report at pp. 16-17, 27-28, 33-34; Exhibit 7, Deposition of Dr. Stephen Terry Kraus (02/23/2023) at p. 74; Exhibit 8, Affidavit of Dr. Stephen Terry Kraus at ¶ 5, 9, 13 and Affidavit Exhibit A, Expert Report at 44, 48, 52; Exhibit 9, Deposition of Dr. Rodney J. Landreneau (03/03/2023) at pp. 51-52.; Exhibit 10, Death Certificate of Frank P. Ragusa, Jr.

³²Exhibit 11, Marriage Certificate of Janet and Tommy Rivet; Exhibit 12, Birth Certificate of Kayla Rivet.

³³Exhibit 49, Petition for Damages in Rivet.

³⁴Exhibit 17, Deposition of Gerard Baril (09/15/2023) at pp. 34-35, 68-69; Exhibit 18, Deposition of Dr. Stephen Terry Kraus (09/20/2023) at pp. 73-74; Exhibit 19, Deposition of Dr. Rodney J. Landreneau (09/18/2023) at pp. 44-45; Exhibit 20, Death Certificate of Tommy Rivet.

Supplemental and Amending Complaint substituting themselves as Plaintiffs, and asserting any and all survival and wrongful death claims to which they are entitled.³⁵ The Rivet family's case is currently pending before the United States District Court for the Eastern District of Louisiana.

Tommy Rivet was exposed to asbestos while living with his father, Libby Rivet, Sr., and brothers, Lipton Rivet and Libby Rivet, Jr. Tommy Rivet testified that his father, Libby Rivet, Sr., worked at Avondale Shipyards, and that he lived with his father when his father worked at Avondale Shipyards.³⁶ According to Libby Rivet, Sr.'s Avondale Shipyards personnel records, he worked at Avondale Shipyards from May 18, 1942 to June 21, 1971.³⁷ Tommy testified that his brothers, Libby and Lipton, also worked at Avondale Shipyards, and that he shared a bedroom with his brother, Libby Jr., when Libby Jr. worked at Avondale Shipyards.³⁸

Tommy Rivet testified that his father would come home from Avondale Shipyards covered in a white substance, and that his father would wear his dirty work clothes until he took a bath and went to bed.³⁹ Tommy testified that "[t]he washing machine was right on the side the living room," that the family's laundry was washed once or twice a day, and that he would be in the area when the laundry was being washed.⁴⁰ Furthermore, Tommy testified that before he started to go to school, he would stay with his mother and sister in the washroom when they did the laundry.⁴¹ Tommy's sister, Brenda Rivet LeBlanc, testified that her father worked at Avondale Shipyards as a burner and

³⁵Exhibit 50, First Supplemental and Amending Complaint in Rivet.

³⁶Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp. 13-14.

³⁷Exhibit 14, Avondale Shipyards Personnel Records of Libby Rivet, Sr.

³⁸Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp.13-14.

³⁹Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp. 14-15.

⁴⁰Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp. 19-21.

⁴¹Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp. 139-140.

a fitter, and that he worked on a lot of Navy ships.⁴² Mrs. LeBlanc testified that her father came home with dirty work clothes, and that he would be covered in white dust from head to toe.⁴³ Furthermore, Mrs. LeBlanc testified that her brothers' work clothing from Avondale Shipyards would be dirty as well.⁴⁴ Mrs. LeBlanc testified that Tommy assisted with the laundry, and that even when he was not doing the laundry, he would be in the area.⁴⁵ Mrs. LeBlanc testified that they would shake out the laundry, and the clothing was always full of white dust.⁴⁶ Similarly, Tommy's brother, Libby Rivet, testified that Tommy would sometimes wash his work clothes,⁴⁷ and that Tommy would have washed his work clothes when he worked at Avondale Shipyards.⁴⁸

Libby Rivet, Jr. confirmed that he worked at Avondale Shipyards, and testified that he worked around the workers installing wallboards at Avondale Shipyards.⁴⁹ Libby testified that the wallboard work was dusty, and that the dust from that work would get onto his clothes.⁵⁰ Libby also testified that he had to clean up after the workers installing wallboards in the living quarters, which created dust.⁵¹ Libby testified that he would be dusty from head to toe after working at Avondale Shipyards.⁵² Furthermore, Libby testified that he worked with his father at Avondale Shipyards.⁵³ Libby testified that he saw his father working in the engine rooms and living quarters at Avondale

⁴²Exhibit 15, Deposition of Brenda Rivet LeBlanc (4/21/23) at pp. 11, 38.

⁴³Exhibit 15, Deposition of Brenda Rivet LeBlanc (4/21/23) at pp. 11, 43.

⁴⁴Exhibit 15, Deposition of Brenda Rivet LeBlanc (4/21/23) at p. 22.

⁴⁵Exhibit 15, Deposition of Brenda Rivet LeBlanc (4/21/23) at pp. 40-42.

⁴⁶Exhibit 15, Deposition of Brenda Rivet LeBlanc (4/21/23) at pp. 21-22.

⁴⁷Exhibit 16, Deposition of Libby Rivet (04/20/2023) at p. 62.

⁴⁸Exhibit 16, Deposition of Libby Rivet (04/20/2023) at p. 69.

⁴⁹Exhibit 16, Deposition of Libby Rivet (04/20/2023) at pp. 13, 51-52.

⁵⁰Exhibit 16, Deposition of Libby Rivet (04/20/2023) at pp. 55-56.

⁵¹Exhibit 16, Deposition of Libby Rivet (04/20/2023) at pp. 122-123.

⁵²Exhibit 16, Deposition of Libby Rivet (04/20/2023) at p. 122.

⁵³Exhibit 16, Deposition of Libby Rivet (04/20/2023) at p. 71.

Shipyards, and that his father would have been exposed to the same materials as he was when he worked at Avondale Shipyards.⁵⁴ Libby testified that his father would be dusty from head to toe after working at Avondale Shipyards.⁵⁵ Libby also testified that he saw his brother Lipton working at Avondale Shipyards.⁵⁶ As a result of his exposure to asbestos from Hopeman, Tommy Rivet developed mesothelioma, from which he died.⁵⁷

Erica Dandry Constanza and Monica Dandry Hallner are the surviving children of Michael Dandry, Jr.⁵⁸ According to Mr. Dandry's Avondale Shipyards personnel records, he worked at Avondale Shipyards from June 1, 1971 to August 15, 1971 as an outside machinist helper.⁵⁹ As a result of exposures to asbestos from Hopeman at Avondale Shipyards in Louisiana, Michael Dandry, Jr. developed mesothelioma from which he died in Louisiana.⁶⁰ Following Mr. Dandry's death, Erica Dandry Constanza and Monica Dandry Hallner filed suit in Louisiana seeking damages for Mr. Dandry's development and death from mesothelioma caused by his exposure to asbestos while employed at Avondale Shipyards in Louisiana.⁶¹ The *Constanza* case is currently pending before the United States District Court for the Eastern District of Louisiana.

⁵⁴Exhibit 16, Deposition of Libby Rivet (04/20/2023) at pp. 115-117.

⁵⁵Exhibit 16, Deposition of Libby Rivet (04/20/2023) at p. 122.

⁵⁶Exhibit 16, Deposition of Libby Rivet (04/20/2023) at p. 94.

⁵⁷Exhibit 17, Deposition of Gerard Baril (09/15/2023) at pp. 34-35, 68-69; Exhibit 18, Deposition of Dr. Stephen Terry Kraus (09/20/2023) at pp. 73-74; Exhibit 19, Deposition of Dr. Rodney J. Landreneau (09/18/2023) at pp. 44-45; Exhibit 20, Death Certificate of Tommy Rivet.

⁵⁸Exhibit 21, Birth Certificate of Erica Dandry Constanza; Exhibit 22, Birth Certificate of Monica Dandry Hallner.

⁵⁹Exhibit 23, Avondale Shipyards Personnel Records of Michael Dandry, Jr.

⁶⁰Exhibit 32, Death Certificate of Michael Dandry, Jr.; Exhibit 51, Petition for Damages in *Constanza*.

⁶¹Exhibit 51, Petition for Damages in *Constanza*.

Avondale Shipyards' corporate representative Danny Joyce testified that by the early 1960s Avondale Shipyards' employees no longer installed asbestos-containing wallboards, and that Hopeman performed this work for Avondale Shipyards instead.⁶² Bertram Hopeman testified that between 1964 and 1977, the wallboards Hopeman was using at Avondale Shipyards were a composite of both Micarta and Marinite.⁶³ Mr. Hopeman testified that Micarta was manufactured by Westinghouse.⁶⁴ Westinghouse's David Baldwin testified that Westinghouse produced a decorative laminate called Micarta, which contained a fibrous component made of asbestos.⁶⁵ Mr. Baldwin further testified that US Plywood, a buyer of Micarta, would resell Micarta to Hopeman.⁶⁶ Gary Jenkins, who worked at Avondale Shipyards from 1967 to 2004 and was responsible for monitoring Hopeman's work, testified that Hopeman cut and installed Micarta wallboards at Avondale Shipyards, and that the cutting of the wallboard was a dusty process.⁶⁷ Various Hopeman employees have testified that Hopeman would cut asbestos-containing wallboards while working side by side with Avondale employees.⁶⁸ William Booth testified that he cut wallboards for Hopeman using a regular Skil-saw, that the cutting of the boards would release a powder into the air, and this was a very dusty process.⁶⁹ Mr. Booth testified that Hopeman employees would cut the wallboards

⁶²Exhibit 24, Corporate Deposition of Huntington Ingalls (through Danny Joyce) (8/24/23) at pp. 194-196.

⁶³Exhibit 25, Deposition of Bertram Hopeman (9/22/14) at pp. 41, 56.

⁶⁴Exhibit 25, Deposition of Bertram Hopeman (9/22/14) at p. 100.

⁶⁵Exhibit 26, Deposition of David Baldwin (09/06/90) at pp. 12-14.

⁶⁶Exhibit 26, Deposition of David Baldwin (09/06/90) at p. 46.

⁶⁷Exhibit 27, Deposition of Gary Jenkins (08/10/11) at pp. 13, 31-32, 34, 95.

⁶⁸Exhibit 28, Deposition of Kenneth Wood (10/22/91) at p. 72; Exhibit 29, Deposition of Morgan Joseph Bourgeois (11/01/91) at pp. 34-36; Exhibit 30, Deposition of Bertram Hopeman (4/22/92) at pp. 15, 66, 131.

⁶⁹Exhibit 31, Deposition of William Booth (08/31/94) at pp. 28-29, 44-46.

aboard vessels, wherever they happened to be working, and that there were no dust control measures used.⁷⁰

B. Payments By Liberty to the Creditors in the Louisiana Direct Action Lawsuits Cannot Deplete the Policies Because The Aggregate Limits in the Liberty Mutual CGL Policies Do Not Apply to the Claims of Creditors Herein

Hopeman has already admitted that Liberty Mutual issued primary-layer insurance policies providing asbestos-related liability insurance to Hopeman from 1937 through 1984.⁷¹ A review of the general liability policies Liberty Mutual issued to Hopeman show that the aggregate limits in the policies only applied to “products claims” or “completed operations”, not to claims for exposures sustained from Hopeman’s contracting activities (i.e. operations claims). Because the claims by the Creditors herein are operations claims and not products claims or completed operations claims, there is no risk for any of the claims to deplete the policies even if Hopeman did still have rights under the policies. As set forth above, the exposures occurred during Hopeman’s contracting activities while Hopeman was handling the asbestos products. Thus, they are operations claims.

This is in line with Courts interpreting these sort of policies. In *Am. Employers. v. Eagle, Inc.*, the U.S. Fifth Circuit interpreting similar CGL policies acknowledged that the “products hazard” and “completed operations” claims which arise from exposure after the operations have been completed are subject to aggregate limits while the other operations or contracting claims arising from exposure during the insured’s active handling of the asbestos products are not subject to aggregate limits.⁷² Similarly, the U.S. Fourth Circuit recognized when examining similar policy

⁷⁰Exhibit 31, Deposition of William Booth (08/31/94) at pp. 44-46.

⁷¹BR Doc. 8 at p. 11.

⁷²*Am. Employers. v. Eagle, Inc.*, 122 Fed.Appx. 700, 701-702 (5th Cir. 2004)k; *See also Travelers v. McDermott Inc.*, 2003 U.S. Dist. LEXIS 15339, *5-6 (E.D. La. 2004)

language, while “completed operations claims” and “products hazards claims” may be subject to the aggregate limits, there are no aggregate limits as it applies to “operations claims” which are claims of exposures occurring during the insureds ongoing activities.⁷³ The type of claims that fall within the “completed operations” hazard are those claims for bodily injury where the claimant was injured by asbestos attributable to an operation that the insured completed prior to the start of the policy period.⁷⁴ The Louisiana Supreme Court has made clear that under Louisiana law the bodily injury which triggers coverage is the exposure to the harmful substances causing injury.⁷⁵ Thus, as set forth above, the bodily injury to Creditors’s decedents resulted from exposures sustained through Hopeman’s contracting activities involving the cutting and installation of asbestos products, which exposures occurred during its operations during the policy period as opposed to occurring after the operations were completed.

For example, Liberty CGL Policy No. Lgl-121-010461-189R, which provided coverage from **January 1, 1969 to January, 1970** provides that Liberty Mutual shall “pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A. bodily injury or Coverage B. property damage to which this policy applies, caused by an occurrence....”⁷⁶ The limits of liability section applicable to Coverage A provides that “the total liability of the company for all damages because (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the

⁷³*General Ins. Co. of Am. v. United States Fire Ins. Co.*, 886 F.3d 346, 350 (4th Cir. 2018)

⁷⁴*General Ins. Co. of Am. v. United States Fire Ins. Co.*, 886 F.3d 346, 350 (4th Cir. 2018) (citing *Wallace & Gale*, 385 F.3d 820 (4th Cir. 2004)).

⁷⁵*Cole v. Celotex*, 599 So.2d 1058, 1072 (La. 1992).

⁷⁶Exhibit 37, Policy No. LGL-121-010461-189R at pp. 1, 35.

limit of bodily injury liability stated in the declarations as ‘aggregate’.⁷⁷ Products hazard is defined as bodily injury “arising out of the named insured’s products” but only if the bodily injury occurs “after physical possession of such products has been relinquished to others.”⁷⁸ Also, the completed operations hazard is defined as bodily injury “arising out of operations...but only if the bodily injury...occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured.”⁷⁹ Thus, the aggregate limits set forth in Policy No. LGL-121-010461-189R do not apply to the sort of operations by which Hopeman exposed the Creditors’ decedents because the exposures occurred at the time Hopeman was performing its contracting activities and handling the products as opposed to exposures that occurred after Hopeman’s work was completed. Creditors have referenced the foregoing specific policy only as an example for the Court. However, Creditors have attached to this opposition general liability policies issued by Liberty Mutual to Hopeman providing coverage from January 1, 1965 through January 1, 1978, which similarly provided that the aggregate limits of those policies do not apply to the sort of operations by which Hopeman exposed the Creditors’ decedents to asbestos.⁸⁰ These policies were

⁷⁷Exhibit 37, Policy No. LGL-121-010461-189R at p. 36.

⁷⁸Exhibit 37, Policy No. LGL-121-010461-189R at p. 37.

⁷⁹Exhibit 37, Policy No. LGL-121-010461-189R at p. 37.

⁸⁰Exhibit 33, Policy No. LPL- 121-010461-185R at pp. 1, 3, 7; Exhibit 34, Policy No. LPL-121-010461-186R at pp. 1, 3, 7; Exhibit 35, Policy No. LGL-121-010461-187R at pp. 1-3, 7; Exhibit 36, Policy No. LGL-121-010461-188R at pp. 1-3, 7; Exhibit 37, Policy No. LGL-121-010461-189R at pp. 1, 35-37; Exhibit 38, Policy No. LGL-121-010461-180R at pp. 1, 41-42; Exhibit 39, Policy No. LGL-121-010461-181R at pp. 1, 38-40; Exhibit 40, Policy No. LGL-121-010461-182R at pp. 1, 32-34; Exhibit 41, Policy No. LGL-121-010461-183R at pp. 1, 35-37; Exhibit 42, Policy No. LGL-121-010461-184R at pp. 1, 45-47; Exhibit 43, Policy No. LGL-121-010461-185R at pp. 1, 38-40; Exhibit 44, Policy No. LGL-121-010461-186R at pp. 1, 40-42; Exhibit 45, Policy No. LGL-121-010461-187R at pp. 1, 30-32.

produced by Hopeman in response to a subpoena issued to it in a previous asbestos case, and were authenticated by Hopeman's National Counsel.⁸¹

Not surprisingly, Hopeman's motion is silent as to the actual language of the Liberty Mutual CGL policies and offers no support for an argument that Louisiana direct action claims could reduce the bankruptcy estate of Hopeman. Because the aggregate limits in Liberty Mutual's policies do not apply to the sort of claims at issue in the Louisiana direct action suits of Claimants herein, the Liberty Mutual CGL policies cannot be depleted by the Creditors' direct action claims, and such direct action claims against Liberty Mutual will not reduce Hopeman's estate to the detriment of any other creditor.

III. Louisiana Claimants Have a Right to Pursue Direct Action Claims Against Non-Debtor Insurers

A. Louisiana's Direct Action Statute permits Louisiana tort victims to pursue direct action claims against insurers of insureds that have filed for bankruptcy.

Because Hopeman has filed for bankruptcy, Hopeman is under the protection of an automatic stay pursuant to 11 U.S.C. § 362, and the Creditors may not pursue their claims against Hopeman at this time; however, Louisiana law grants the Creditors the right to pursue a direct action claim against Hopeman's primary liability insurer, Liberty Mutual, without even naming Hopeman as a Defendant. Hopeman has already admitted that Liberty Mutual issued primary-layer insurance policies providing asbestos-related liability insurance to Hopeman from 1937 through 1984.⁸²

⁸¹Exhibit 46, August 9, 2011 Letter Forwarding Hopeman's Response to Notice of 1442 Deposition and Subpoena Duces Tecum.

⁸²BR Doc. 8 at p. 11.

The U.S. Supreme Court has recognized that pursuant to Louisiana law the direct action statute creates “a separate and distinct cause of action against the insurer which an injured party may elect in lieu of his action against the tortfeasor.”⁸³ Furthermore, the U.S. Fourth Circuit has likewise recognized that under Louisiana’s direct action statute “a plaintiff may sue a tortfeasor's liability insurer without joining the tortfeasor as a defendant and establish both the insured's liability and the insurer's obligation in a single suit. See La. Stat. Ann. § 22:1269(B)...”⁸⁴ The Fourth Circuit noted that “the ‘key feature’ of a direct action is ‘the plaintiff's ability to skip suing the [tortfeasor] and sue directly his insurance carrier.”⁸⁵ Additionally, the U.S. Fifth Circuit has explained that:

The Louisiana Direct Action Statute explicitly states that when an insured is in bankruptcy, an injured person or his survivors may bring an action directly against the insurer without joining the insured. La. Rev. Stat. § 22:1269(B)(1) (Supp. 2012). We have held a direct action claimant may assert waiver even where the insured is not a party to the litigation and has received a discharge in bankruptcy. *Duffy*, 47 F.3d at 149-50; *F.D.I.C. v. Duffy*, 835 F. Supp. 307, 308, n.1 (E.D. La. 1993), *aff'd*, 47 F.3d 146 (5th Cir. 1995) (“Duffy received a discharge in bankruptcy, which relieved him of any potential liability Hence the sole defendant remaining in this proceeding is Duffy's alleged insurer”).⁸⁶

The Fifth Circuit also explained that “The purpose of Louisiana's Direct Action statute is to safeguard the rights of injured persons,” and that it “creates a ‘contractual relationship which inures

⁸³*Lumbermen's Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954) (citing *West v. Monroe Bakery*, 217 La. 189, 46 So. 2d 122; *Jackson v. State Farm Mut. Automobile Ins. Co.*, 211 La. 19, 29 So. 2d 177)).

⁸⁴*Gateway Residences at Exch., LLC v. Ill. Union Ins. Co.*, 917 F.3d 269, 272 (4th Cir. 2019).

⁸⁵*Id.* at 273 (quoting *Kong v. Allied Prof'l Ins. Co.*, 750 F.3d 1295, 1300, 1300-01 (11th Cir. 2014)).

⁸⁶*Sosebee v. Steadfast Ins. Co.*, 701 F.3d 1012, 1021 (5th Cir. 2012).

to the benefit of any and every person who might be negligently injured by the insured as completely as if such injured person had been specifically named in the policy.”⁸⁷

The Southern District of New York has stated “in Louisiana, tort plaintiffs such as Bowman ‘have a substantive right of action against the insurer of [a] debtor [such as AFS], and there is no necessity of naming, or attempting to recover against . . . the debtor....”⁸⁸

Also, the Bankruptcy Court for the Middle District of Louisiana has stated “The substantive law of the state of Louisiana law grants persons a right of direct action against the insurers of an alleged tortfeasor, without the necessity of first bringing an action against the insured or even making the insured a party to the lawsuit.”⁸⁹

Louisiana’s Supreme Court has held that the direct action statute created “substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured”⁹⁰:

An analysis of our jurisprudence considered by the Appellate Court in reaching its conclusion discloses that with two exceptions Act 55 of 1930 has been treated consistently as conferring substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured, subject only to such defenses as the tort-feasor himself may legally interpose. The facts in each case may be different, but save for *Howard v. Rowan*, La.App., 154 So. 382, and *State Farm Mutual Automobile Insurance Company v.*

⁸⁷*Id.* (citing *FDIC v. Duffy*, 47 F.3d 146, 150 (5th Cir. 1995) (quoting *Shockley v. Sallows*, 615 F.2d 233, 238 (5th Cir. 1980))).

⁸⁸*ACE Am. Ins. Co. v. Bank of the Ozarks*, 2014 U.S. Dist. LEXIS 140541, at *41-42 (S.D.N.Y. Sep. 30, 2014) (quoting *Landry v. Exxon Pipeline Co.*, 260 B.R. 769, 795 (Bankr. M.D. La. 2001)).

⁸⁹*Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, 260 B.R. 769, 778 (Bankr. M.D. La. 2001).

⁹⁰*West v. Monroe Bakery, Inc.*, 217 La. 189, 191, 46 So.2d 122, 123 (1950).

Grimmer, D.C., 47 F.Supp. 458, the result has been the same -- the upholding of the statutorily granted right against the insurer...⁹¹

Furthermore, Louisiana’s Supreme Court has stated that “[t]he Direct Action Statute ‘was enacted to give special rights to tort victims, not to insureds with contract claims against a defendant.’”⁹² The Louisiana Supreme Court has held that a direct action against an insurer is distinct from the an action against an insured such that the defenses available to the insurer may be different than those available to the insured:

The direct action statute provides that the insurer is solidarily liable with its insured. La. R.S. 22:655B(1). Thus, Louisiana Civil Code article 1801 determines which defenses are available to the insurer:

A solidary obligor may raise against the obligee defenses that arise from the nature of the obligation, or that are personal to him, or that are common to all the solidary obligors. He may not raise a defense that is personal to another solidary obligor.⁹³

....

In determining which defenses are personal and thus cannot be raised by the insurer, Louisiana courts distinguish a cause of action from a right of action. Personal defenses bar "a right of action where a cause of action would otherwise have existed." *Liberty Mutual Ins. Co. v. State Farm Mutual Automobile Ins, Co.*, 579 So. 2d 1090, 1093 [**10] (La. App. 4th Cir.) (emphasis in original), writ denied, 586 So. 2d 563 (La. 1991).⁹⁴

⁹¹*Id.*
⁹²*Green v. Auto Club Grp. Ins. Co.*, 08-2868 (La. 10/28/09); 24 So. 3d 182, 184 (quoting *Cacamo v. Liberty Mutual Ins. Co.*, 99-3479 (La. 6/30/00), 764 So. 2d 41, 43).
⁹³*Descant v. Adm'rs of the Tulane Educ. Fund*, 93-3098 (La. 07/05/94); 639 So.2d 246, 249-50.
⁹⁴*Id.* at 250.

The differentiation in Louisiana law between direct action claims against an insurer and claims against an insured has also been recognized by the U.S. Supreme Court, which has explained that:

[T]he Louisiana courts have differentiated between actions brought by an injured party against the insurer alone and those brought against either the tortfeasor alone or together with the insurer. In the former action, the insurer is foreclosed from asserting defenses such as coverture, normally available to the tortfeasor. *Edwards v. Royalty Indemnity Co.*, 182 La. 171, 161 So. 191. Similarly, the insurer is severely restricted in advancing technical defenses based upon the terms of the policy, such as a failure of notice, when the injured party brings a direct action. *Jackson v. State Farm Mut. Automobile Ins. Co.*, 211 La. 19, 29 So. 2d 177. While either type of action encompasses proof of the tortfeasor's negligence, in the separate suit against the insurer a plaintiff must also establish liability under the policy. The Louisiana courts have characterized the statute as creating a separate and distinct cause of action against the insurer which an injured party may elect in lieu of his action against the tortfeasor. *West v. Monroe Bakery*, 217 La. 189, 46 So. 2d 122; *Jackson v. State Farm Mut. Automobile Ins. Co.*, *supra*.⁹⁵

Furthermore, the U.S. Supreme Court held that an insured is not an indispensable party in a direct action claim under Louisiana law because Louisiana “has created an optional right to proceed directly against the insurer” and that “a complete disposition of the entire claim may be made in this one action, without injustice to any of the participants”⁹⁶ In *Lumbermen's Mut. Cas. Co. v. Elbert*, the U.S. Supreme Court stated:

Petitioner next asserts that the tortfeasor is an indispensable party to this litigation, and that failure to join her as a defendant deprives the federal court of jurisdiction. Clearly under the Louisiana statute and practice the argument has no merit. And the circumstances which have led the federal courts to findings of indispensability are not present here. In *Shields v. Barrow*, 17 How. 130, 139, indispensable parties were defined as "Persons who not only have an interest in the controversy, but an interest of such a nature that a final decree cannot be made without either affecting that

⁹⁵*Lumbermen's Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954).

⁹⁶*Lumbermen's Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51-52, 75 S.Ct. 151, 154, 99 L.Ed. 59, 64 (1954).

interest, or leaving the controversy in such a condition that its final termination may be wholly inconsistent with equity and good conscience.” The tortfeasor in a Louisiana direct action against the insurer is not such a person. The state has created an optional right to proceed directly against the insurer; by bringing the action against petitioner, respondent has apparently abandoned her action against the tortfeasor. See *Miller v. Commercial Standard Ins. Co.*, 199 La. 515, 526, 6 So. 2d 646, 649. Thus a complete disposition of the entire claim may be made in this one action, without injustice to any of the participants.⁹⁷

B. Federal and State Courts Interpreting Louisiana’s Direct Action Statute Have Held that Direct Action Claims against the Insurer of a Bankrupt Insured Do Not Violate the Automatic Stay

In *Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, the Bankruptcy Court for the Middle District of Louisiana considered whether direct action claims under the Louisiana direct action statute should be stayed pursuant to 11 U.S.C. § 362(a)(1) and 362(a)(3)—the same provisions relied upon by Hopeman—and held that those sections do not apply to Louisiana direct action claims.⁹⁸ Similarly, the Southern District of New York has stated that “the automatic stay provision in 11 U.S.C. § 362 does not apply to prevent direct actions against insurers of a debtor in “direct action states such as Louisiana,” because in these circumstances the tort plaintiff is seeking to recover against the insurer and not against the debtor or its property.”⁹⁹ The Bankruptcy Court for the Middle District of Louisiana has explained that:

The automatic stay prevents: the commencement or continuation of suits or proceedings to “recover a claim against the debtor;” the enforcement of a judgment against the debtor or property of the estate, and; any act to obtain possession or control over property of the estate. In most states outside Louisiana (the Court

⁹⁷*Id.*

⁹⁸*Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, 260 B.R. 769, 795 (Bankr. M.D. La. 2001).

⁹⁹*ACE Am. Ins. Co. v. Bank of the Ozarks*, 2014 U.S. Dist. LEXIS 140541, at *41-42 (S.D.N.Y. Sep. 30, 2014) (citing *Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, 260 B.R. 769 (Bankr. M.D. La. 2001)).

believes) where a suit to recover insurance funds has not been canceled, or, if commenced, has not been reduced to judgment, the plaintiff, because the debtor must be a named party in the action or must be cast in judgment before an action will lie, will be stayed from commencing or proceeding with a suit that (ultimately) seeks a judgment that can be enforced against the insurance company. Even if the debtor is named only nominally, such suits are stayed under 11 U.S.C. § 362(a)(1) because that provision prevents the continuation or commencement, of suit to recover on a claim against the debtor. Such a suit would seek to impose liability against the debtor, and thus, be an attempt to recover a claim against the debtor. Because the debtor necessarily must be a party, the suit is stayed. So, within states where there is a requirement that the debtor/insured be a party to the action, the action, because of the express terminology of § 362(a)(1) and (2) will be stayed by the commencement of the bankruptcy case.

In Louisiana, however, tort victims have a substantive right of action against the insurer of the debtor, and there is no necessity of naming, or attempting to recover against, if even nominally, the debtor. 11 U.S.C. § 362(a)(1) does not seem to apply.¹⁰⁰

While Hopeman has not offered argument under 11 U.S.C. § 362(a)(2), in *Landry* the Court held that 11 U.S.C. § 362(a)(2) also did not apply because funds payable to direct action plaintiffs would not be property of the estate:

the policy's status as property of the estate is somewhat misleading. As discussed, the debtor's rights and equitable interests under the policy are property of the estate. A tort plaintiff is not suing to enforce the debtor's policy rights, a tort plaintiff wishes to enforce the judgment against the proceeds of that policy, in other words, funds payable by the insurer on account of the insurer's contractual assumption of liability via its insurance policy with the debtor. Such funds are not property of the estate, and thus, 11 U.S.C. § 362(a)(2) would not apply.¹⁰¹

The Court further held that the:

same rationale extends to acts aimed at possession or control of property of the estate under 11 U.S.C. § 362(a)(3). A tort plaintiff is not trying to possess the debtor's policy rights, nor is the tort plaintiff attempting to control the debtor's policy

¹⁰⁰*Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, 260 B.R. 769, 795 (Bankr. M.D. La. 2001) (emphasis added).

¹⁰¹*Id.*

rights. By virtue of its substantive right of action against the insurer, the tort plaintiff is merely seeking to recover that which is not property of the estate.¹⁰²

The U.S. Fifth Circuit has stated that "[t]he plain language of the statute evinces Louisiana's intent for the insolvency of the insured not to "release the insurer from the payment of damages" to injured parties" and that the statute "is crafted to protect Louisiana's vital interest in liability insurance that covers injuries to people in the state."¹⁰³ Of note, the U.S. Supreme Court has held that even where an insurance contract expressly prohibited direct actions before a determination of the insured's liability, Louisiana's interest in protecting injured parties under its direct action statute overrode another State's interest in enforcing its contract rules.¹⁰⁴ The U.S. Supreme Court explained that:

Louisiana's direct action statute is not a mere intermeddling in affairs beyond her boundaries which are no concern of hers. Persons injured or killed in Louisiana are most likely to be Louisiana residents, and even if not, Louisiana may have to care for them. Serious injuries may require treatment in Louisiana homes or hospitals by Louisiana doctors. The injured may be destitute. They may be compelled to call upon friends, relatives, or the public for help. Louisiana has manifested its natural interest in the injured by providing remedies for recovery of damages. It has a similar interest in policies of insurance which are designed to assure ultimate payment of such damages. Moreover, Louisiana courts in most instances provide the most convenient forum for trial of these cases.¹⁰⁵

Louisiana courts interpreting Louisiana's direct action statute have also held that an automatic stay under 11 U.S.C. § 362 in favor of an insured does not stay claims against the insurer:

¹⁰²*Id.*

¹⁰³*Sosebee v. Steadfast Ins. Co.*, 701 F.3d 1012, 1022 (5th Cir. 2012) (citing *Watson v. Emp'rs Liab. Assur. Corp.*, 348 U.S. 66, 73, 75 S. Ct. 166, 99 L. Ed. 74 (1954)).

¹⁰⁴*Watson v. Emp'rs Liab. Assur. Corp.*, 348 U.S. 66, 72-73, 75 S. Ct. 166, 99 L. Ed. 74 (1954)); see also *Sosebee v. Steadfast Ins. Co.*, 701 F.3d 1012, 1022 (5th Cir. 2012).

¹⁰⁵*Watson v. Emp'rs Liab. Assurance Corp.*, 348 U.S. 66, 72, 75 S.Ct. 166, 170, 99 L.Ed. 74, 82 (1954).

Defendant argues that the trial court erred in denying the defendant's motion for a stay of proceedings, since actions against its insured were automatically stayed pursuant to the Bankruptcy Code, 11 U.S.C.A. § 362(a). Defendant alleges the stay should have applied to it also because its liability under the endorsement is that of a surety.

The protection of the automatic stay provision of § 362(a) does not apply to co-debtors. *Wedgeworth v. Fibreboard Corp.*, 706 F.2d 541 (5th Cir. 1983). The obligation of a surety toward a creditor is to pay him if the debtor does not satisfy the debt. La.Civ. Code art. 3045. A surety may not assert exceptions which are personal to the debtor. La.Civ. Code art. 3060. Bankruptcy is a "personal defense" within the meaning of art. 3060; therefore, the surety is prohibited from opposing the creditor by use of this exception. *Simmons v. Clark*, 64 So.2d 520 (La.App. 1st Cir. 1953).

The Louisiana Statute, LSA-R.S. 22:655, giving a plaintiff the right of direct action against an insurer, applies even if proceedings have been stayed against the insured because of bankruptcy. 706 F.2d at 547.¹⁰⁶

Louisiana creditors may pursue claims against the insurers of bankrupt entities because Louisiana law grants injured parties a substantive right to sue the insurance company on a tortfeasors' insurance policy as a third party beneficiary to the insurance contract.¹⁰⁷ Furthermore, for exposures occurring prior to 1989, Louisiana creditors have an unqualified right to pursue claims against insurers without having to fit their claims within the enumerated reasons set forth in La. R.S.

¹⁰⁶*Aaron v. Bankers & Shippers Ins. Co.*, 475 So.2d 379, 381-82 (La. App. 1 Cir. 1985).

¹⁰⁷*West v. Monroe Bakery, Inc.*, 217 La. 189, 46 So.2d 122 (1950); *Leviere v. Williams*, 2002-1816 (La.App. 4 Cir. 1/17/03), 844 So.2d 32, 36, writ denied, 2003-1149 (La. 6/20/03), 847 So.2d 1236 ("The court noted that although Carver was not an insurer liable to the plaintiff under R.S. 22:655, 'it did undertake an obligation for the benefit of third parties like plaintiff, La. C.C. art. 1890, 4 and plaintiff therefore had a right of action....' Id. at 721. Thus, the law of this circuit supports a cause of action to enforce insurance contracts by third party beneficiaries to those contracts. La. R.S. 22:655 establishes that an injured party is a third party beneficiary to an insurance policy. The plaintiff therefore has a right of action against Progressive and may proceed against Progressive...").

22:1269.¹⁰⁸ Under Louisiana law "[o]nce a party's cause of action accrues, it becomes a vested property right that may not be constitutionally divested."¹⁰⁹

IV. Hopeman Has Failed to Meet Its Burden of Proof that the Stay Should Be Extended to Non-Debtor Insurers Under Section 362(a)(1), 362(a)(3), or 11 U.S.C. § 105(a)

Hopeman is seeking a final order staying parties from prosecuting asbestos-related actions against non-debtor insurers or from commencing new actions or proceedings against these insurers pursuant to 11 U.S.C. § 362(a)(1), 11 U.S.C. § 362(a)(3), and/or 11 U.S.C. § 105(a).¹¹⁰ Hopeman has failed to meet its burden to show that the automatic stay should be extended under 11 U.S.C. § 362(a)(1), 11 U.S.C. § 362(a)(3), or 11 U.S.C. § 105(a) as to the Louisiana direct action claims, especially those claims against Hopeman's primary liability insurer, Liberty Mutual, and the automatic stay should not be extended to apply to the direct action claims against Liberty Mutual.

A. Hopeman Has Failed to Meet Its Burden of Proof that the Stay Should Be Extended Under Section 362(a)(1) or 362(a)(3)

"Extending the automatic stay or issuing an injunction for non-debtors contravenes a basic and compelling principle of federal bankruptcy law"¹¹¹, and "[t]he burden of proof to show that the automatic stay is applicable to a non-debtor is on the party invoking the stay."¹¹² As stated by the

¹⁰⁸*Marchand v. Asbestos Defendants*, 10-1650 (La. App. 4 Cir. 7/21/10); 44 So.3d 355, 358; *Foltmer v. James*, 01-1510 (La. App. 4 Cir. 9/12/01); 799 So.2d 545, 548; *Marcel v. Delta Shipbuilding Co.*, 10-168 (La. App. 4 Cir. 8/4/10); 45 So.3d 634.

¹⁰⁹*Austin v. Abney Mills*, 01-1598 (La. 9/4/02); 824 So.2d 1137, 1145 (citing *Cole v. Celotex*, 599 So.2d 1058, 1063 (La. 1992)).

¹¹⁰BR Doc. 7 at pp. 1, 6-12.

¹¹¹*In re Qimonda Ag*, 482 B.R. 879, 895 (Bankr. E.D. Va. 2012) (quoting *Vitro v. ACP Master, Ltd. (In re Vitro)*, 455 B.R. 571, 581 (Bankr. N.D. Tex. 2011)).

¹¹²*In re Xenon Anesthesia of Tex., PLLC*, 510 B.R. 106, 111 (Bankr. S.D. Tex. 2014) (citing *Beran v. World Telemetry, Inc.*, 747 F. Supp. 2d 719, 723 (S.D. Tex. 2010) ("The party invoking the stay has the burden to show that it is applicable. See 2 William L. Norton, Jr., Norton Bankruptcy Law and Practice § 43:4 (3d ed. Supp. 2010) (noting that in bankruptcy court

U.S. Fourth Circuit, “[s]ubsection (a)(1) is generally said to be available only to the debtor, not third party defendants or co-defendants.”¹¹³ Furthermore, the Fourth Circuit has explained that this is so because of the “plain wording of the statute itself”¹¹⁴:

It provides only for an automatic stay of any judicial proceeding "against the debtor." Section 362(a)(1). The words "applicable to all entities" denotes that the stay accorded the "debtor" is without limit or exception and that the "debtor" is protected from the pursuit of actions by any party of any character during the period of the stay. That insulation, however, belongs exclusively to the "debtor" in bankruptcy. It is to be noted also that of the remaining subsections of Section 362(a), namely 2, 5, 6, 7, and 8 (listing the kinds of proceedings stayed), specifically refer to "the debtor," and that subsections 3 and 4 refer to "the estate of the bankrupt."¹¹⁵

The Fourth Circuit noted that “[b]y way of comparison, Chapter 13 specifically authorizes the stay of actions against co-debtors. 11 U.S.C. § 1301(a). No such shield is provided Chapter 11 co-debtors by § 362(a).”¹¹⁶ The Fourth Circuit further noted that “[t]he legislative history of the Act further supports the premise that the wording of the statute is clear and unambiguous and is not subject to judicial interference for any purpose”, and that “[t]he notes of the Committee of the Judiciary recognize the debtor only as the beneficiary of the stay.”¹¹⁷ Similarly, in the *Lynch* case relied upon by the Fourth Circuit in *Piccinin*, the U.S. Sixth Circuit explained that:

Nothing in the legislative history counsels that the automatic stay should be invoked in a manner which would advance the interests of some third party, such as the debtor's co-defendants, rather than the debtor or its creditors. This Court concurs with

proceedings, ‘the party seeking to extend the stay will bear the burden to show that 'unusual circumstances' exist warranting such an extension of the stay to a nondebtor’).

¹¹³*A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999 (4th Cir. 1986) (citing *Lynch v. Johns-Manville Sales Corp.*, 710 F.2d 1194, 1196-1197 (6th Cir. 1983); *Williford v. Armstrong World Industries, Inc.*, 715 F.2d 124, 126-27 (4th Cir. 1983)).

¹¹⁴*Williford v. Armstrong World Indus., Inc.*, 715 F.2d 124, 126 (4th Cir. 1983).

¹¹⁵*Id.*

¹¹⁶*Id.* at 127.

¹¹⁷*Id.*

the district court's conclusion that "it would distort congressional purpose to hold that a third party solvent co-defendant should be shielded against his creditors by a device intended for the protection of the insolvent debtor" and creditors thereof.¹¹⁸

While the Fourth Circuit has held that there are limited cases where the stay may be applied to non-debtors entities, "there must be 'unusual circumstances' and certainly "something more than the mere fact that one of the parties to the lawsuit has filed a Chapter 11 bankruptcy must be shown in order that proceedings be stayed against non-bankrupt parties."¹¹⁹

B. Hopeman has failed to establish that this case is one of the limited or unusual circumstances where a stay should be extended to a non-debtor insurer

Hopeman argues that there are such unusual circumstances in this case, because there is an identity of interest between itself and the Protected Parties such that 11 U.S.C. § 362(a)(1) applies.¹²⁰

Hopeman argues that because "[a]sbestos actions against the Protected Parties will deplete the Debtor's insurance coverage", and that "[a]s such, the asbestos-related actions are tantamount to claims against the Debtor itself – they will reduce the Debtor's estate to the detriment of all creditors."¹²¹ Hopeman also argues that because asbestos-related actions against the Protected Parties will diminish assets of the Debtor's estate, they constitute an infringement of this Court's exclusive control over property of the estate, and thus such actions should be stayed pursuant to 11 U.S.C. § 362(a)(3).¹²²

¹¹⁸*Lynch v. Johns-Manville Sales Corp.*, 710 F.2d 1194, 1197 (6th Cir. 1983) (citing *In re Related Asbestos Cases*, 23 B.R. 523, 527 (N.D. Cal. 1982); *In re UNR Industries, Inc.*, 23 B.R.144 (Bankr. N.D. Ill. 1982); *Ashworth v. Johns-Manville, et al.*, Nos. C78-470, C81-1545, C77-4088, C79-167 (N.D. Ohio Mar. 21, 1983) at 4).

¹¹⁹*A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999 (4th Cir. 1986) (quoting *Johns-Manville Sales Corp.*, 26 Bankr. 405, 410 (S.D.N.Y. 1983)).

¹²⁰BR Doc. 7 at pp. 7-8.

¹²¹BR Doc. 7 at pp. 8-9.

¹²²BR Doc. 7 at p. 12.

However, these are only attorney arguments by Hopeman's counsel. Hopeman has not submitted any support for its position that allowing claims by Louisiana claimants against Liberty Mutual would infringe upon the Debtor's property or would deplete the Debtor's insurance coverage.

First, as noted in Section I, *supra*, Hopeman does not list any of the Liberty Mutual CGL policies as an asset of its estate.¹²³ Thus, the policies under which the Creditors are seeking to pursue direct action claims against Liberty Mutual are no longer even assets of the estate according to Hopeman's own filings in this case. Accordingly, there is no threat that the Louisiana claims would diminish estate property for this reason alone.

Second, the Creditors' direct action claims against Liberty Mutual pursuant to the CGL policies cannot reduce the estate to the detriment of all creditors. Hopeman simply argues that the direct action claims will reduce the estate without offering any support for such an argument. Any Louisiana direct action pursued against Liberty Mutual by the Creditors herein cannot deplete Hopeman's estate even if we assume that Hopeman still had rights under the Liberty Mutual CGL policies. As explained in more detail in Section II, *supra*, any future payments made by Liberty Mutual to Creditors pursuant to those CGL policies cannot diminish the policies. This is because the wording of the Liberty Mutual CGL policies makes clear that the aggregate limits identified in the Declarations of the policies do not apply to the claims of the Creditors herein. Accordingly, the Liberty Mutual policies cannot be depleted by the Creditors' direct action claims against Liberty Mutual, and such direct action claims against Liberty Mutual will not reduce Hopeman's estate to

¹²³BR Doc. 59 at pp. 22-23.

the detriment of any other creditor. Thus, asbestos-related actions are not tantamount to claims against Hopeman. In fact, the direct actions claims will have no effect on Hopeman whatsoever.

Third, even if the Hopeman had not released its rights under the Liberty Mutual CGL policies, the proceeds of those policies would still not be assets of the estate.¹²⁴ The Bankruptcy Court for the District of South Carolina has noted that “most courts require, as a starting point, a debtor to have a direct interest in the proceeds in order for proceeds to qualify as property of the estate.”¹²⁵ The U.S. Fifth Circuit has stated that the “overriding question” in determining whether the proceeds of an insurance policy constitute property of the estate is “whether the debtor would have a right to receive and keep those proceeds when the insurer paid on a claim.”¹²⁶ The Fifth Circuit has explained that:

The overriding question when determining whether insurance proceeds are property of the estate is whether the debtor would have a right to receive and keep those proceeds when the insurer paid on a claim. When a payment by the insurer cannot inure to the debtor's pecuniary benefit, then that payment should neither enhance nor decrease the bankruptcy estate. In other words, when the debtor has no legally cognizable claim to the insurance proceeds, those proceeds are not property of the estate.¹²⁷

¹²⁴*Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, 260 B.R. 769, 795 (Bankr. M.D. La. 2001) (“The policy's status as property of the estate is somewhat misleading. As discussed, the debtor's rights and equitable interests under the policy are property of the estate. A tort plaintiff is not suing to enforce the debtor's policy rights, a tort plaintiff wishes to enforce the judgment against the proceeds of that policy, in other words, funds payable by the insurer on account of the insurer's contractual assumption of liability via its insurance policy with the debtor. Such funds are not property of the estate...”).

¹²⁵*In re Beach First Nat'l Bancshares, Inc.*, 451 B.R. 406, 409 (Bankr. D.S.C. 2011) (citing *In re CyberMedica, Inc.*, 280 B.R. 12, 16 (Bankr. D. Mass. 2002).

¹²⁶*In re Edgeworth*, 993 F.2d 51, 55–56 (5th Cir. 1993).

¹²⁷*In re Edgeworth*, 993 F.2d 51, 55–56 (5th Cir. 1993).

The Fifth Circuit identified insurance policies whose proceeds are property of the estate as those including “casualty, collision, life, and fire insurance policies in which the debtor is a beneficiary.”¹²⁸

The Fifth Circuit has further stated that “under the typical liability policy, the debtor will not have a cognizable interest in the proceeds of the policy.”¹²⁹ The Bankruptcy Court for the Middle District of Louisiana has explained that:

In the liability insurance context the debtor has no cognizable claim to the proceeds paid by an insurer on account of a covered claim. The proceeds are paid to the victim of the insured's wrongful act. The insured debtor cannot ask the insurance company to pay him, or determine on its own how the proceeds of the policy should be distributed, nor can any creditor of the insured seize the proceeds in satisfaction of a claim not falling within the terms of the insurance contract.¹³⁰

The Court held that 11 U.S.C. § 362(a)(3) does not apply to Louisiana direct action claims because: “A tort plaintiff is not trying to possess the debtor's policy rights, nor is the tort plaintiff attempting to control the debtor's policy rights. By virtue of its substantive right of action against the insurer, the tort plaintiff is merely seeking to recover that which is not property of the estate.”¹³¹

Hopeman also argues that asbestos-related actions against the insurers are the exact same claims as, and are identical and co-extensive to, those claims that have been asserted or may be asserted against Hopeman, and that such claims are tantamount to claims against the Debtor. Hopeman’s argument misconstrues the nature of the Creditors’ direct action claims against Hopeman’s insurers under Louisiana law. The U.S. Supreme Court has recognized that pursuant to Louisiana law the direct action statute creates “a separate and distinct cause of action against the

¹²⁸*Id.* at 56.

¹²⁹*Id.* at 56.

¹³⁰*Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, 260 B.R. 769, 786 (Bankr. M.D. La. 2001).

¹³¹*Id.* at 784.

insurer which an injured party may elect in lieu of his action against the tortfeasor.”¹³² Likewise, the U.S. Fourth Circuit has recognized that under Louisiana’s direct action statute “a plaintiff may sue a tortfeasor's liability insurer without joining the tortfeasor as a defendant and establish both the insured's liability and the insurer's obligation in a single suit. See La. Stat. Ann. § 22:1269(B)...”¹³³ The Fourth Circuit noted that “the ‘key feature’ of a direct action is ‘the plaintiff's ability to skip suing the [tortfeasor] and sue directly his insurance carrier.”¹³⁴

Likewise, Louisiana’s Supreme Court has held that the direct action statute creates “substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured.”¹³⁵ Furthermore, Louisiana’s Supreme Court has stated that “[t]he Direct Action Statute ‘was enacted to give special rights to tort victims, not to insureds with contract claims against a defendant.’”¹³⁶

The Louisiana Supreme Court has held that a direct action against an insurer is distinct from the an action against an insured such that the defenses available to the insurer may be different than those available to the insured.¹³⁷ The differentiation in Louisiana law between direct action claims against an insurer and claims against an insured has also been recognized by the U.S. Supreme

¹³²*Lumbermen's Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954) (citing *West v. Monroe Bakery*, 217 La. 189, 46 So. 2d 122; *Jackson v. State Farm Mut. Automobile Ins. Co.*, 211 La. 19, 29 So. 2d 177)).

¹³³*Gateway Residences at Exch., LLC v. Ill. Union Ins. Co.*, 917 F.3d 269, 272 (4th Cir. 2019).

¹³⁴*Id.* at 273 (quoting *Kong v. Allied Prof'l Ins. Co.*, 750 F.3d 1295, 1300, 1300-01 (11th Cir. 2014)).

¹³⁵*West v. Monroe Bakery, Inc.*, 217 La. 189, 191, 46 So.2d 122, 123 (1950).

¹³⁶*Green v. Auto Club Grp. Ins. Co.*, 08-2868 (La. 10/28/09); 24 So. 3d 182, 184 (quoting *Cacamo v. Liberty Mutual Ins. Co.*, 99-3479 (La. 6/30/00), 764 So. 2d 41, 43).

¹³⁷*Descant v. Adm'rs of the Tulane Educ. Fund*, 93-3098 (La. 07/05/94); 639 So.2d 246, 249-50.

Court.¹³⁸ Additionally, the Supreme Court held that an insured is not an indispensable party in a direct action claim under Louisiana law because Louisiana “has created an optional right to proceed directly against the insurer” and that “a complete disposition of the entire claim may be made in this one action, without injustice to any of the participants”.¹³⁹

Thus, Hopeman has failed to meet its burden of proof that the stay should be extended to stay Creditors’ direct action claims against Liberty Mutual under either section 362(a)(1) or section 362(a)(3).

C. Hopeman Has Failed to Meet Its Burden to Extend the Stay Under 11 U.S.C. § 105(a)

“Any use of 11 U.S.C. § 105(a) to restrict conduct involving a non-debtor is an extraordinary measure that this Court will impose only upon a clear demonstration of need. On this question, the burden of proof falls on the party seeking to extend a stay.”¹⁴⁰ While 11 U.S.C. § 105(a) has been used to impose stays of litigation, “such immediate and direct relief should not ordinarily be granted in the ordinary course of stay litigation, in the absence of extraordinary or compelling equitable circumstances.”¹⁴¹ Courts should be careful not to abuse the extraordinary power under 11 U.S.C. § 105(a): “While the power may be broad under § 105, courts should be careful not to abuse it. § 105 is not without limits. *Id.* at 105-7. In the absence of extraordinary or compelling equitable circumstances, the Court should not invoke 11 U.S.C. § 105.”¹⁴²

¹³⁸*Lumbermen's Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954).

¹³⁹*Lumbermen's Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51-52, 75 S.Ct. 151, 154, 99 L.Ed. 59, 64 (1954).

¹⁴⁰*In re Diocese of Buffalo*, 652 B.R. 574, 576 (Bankr. W.D.N.Y. 2023).

¹⁴¹*In re LJC Corp.*, 30 B.R. 292, 294 (Bankr. D.D.C. 1983).

¹⁴²*In re Trang*, 58 B.R. 183, 189 (Bankr. S.D. Tex. 1985) (citing *In re LJC Corp.*, 30 Bankr. 292, 8 C.B.C. 2d 883, 885 (Bankr. D.C. 1983)).

Despite bearing this considerable burden, the only arguments that Hopeman offers regarding § 105(a) is “To the extent required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(1)”¹⁴³ and “To the extent required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(3).”¹⁴⁴ Hopeman’s failure to explicate its arguments is likely due to the fact that Hopeman is aware that it is improper to seek injunctive relief via a motion for extension of the stay. As has been recognized by numerous courts, the proper procedure for seeking injunctive relief under the Bankruptcy Code is the filing of an adversary proceeding.¹⁴⁵ It

¹⁴³BR Doc. 7 at p. 10.

¹⁴⁴BR Doc. 7 at p. 12.

¹⁴⁵*Feld v. Zale Corp. (in Re Zale Corp.)*, 62 F.3d 746, 762-63 (5th Cir. 1995) (“Under Rule 7001, an injunction requires an adversary proceeding.”); *Lyons v. Lyons (In re Lyons)*, 995 F.2d 923, 924 (9th Cir.1993) (holding that when a Rule 7001 category is at issue the movant “may obtain the authority he seeks only through an adversary proceeding”); *In re Bora Bora Inc.*, 424 B.R. 17, 24-25 (Bankr. D.P.R. 2010) (“A request for injunctive relief must be brought by adversary proceeding. Fed. R. Bankr. P. 7001(7)”); *In re Cincom iOutsource, Inc.*, 398 B.R. 223, 227 (Bankr. S.D. Ohio 2008) (“Under Rule 7001, an injunction requires an adversary proceeding.”); *Balt. Cty. v. IHS Liquidating LLC (In re Integrated Health Servs.)*, 2006 U.S. Dist. LEXIS 8403, at *9 (D. Del. Mar. 6, 2006) (“One type of bankruptcy dispute that must be resolved in an adversary proceeding is ‘a proceeding to obtain an injunction.’ Fed. R. Bankr. P. 7001(7).”); *In re Martin*, 268 B.R. 168, 172 (Bankr. E.D. Ark. 2001) (“In order to ensure that due process and property rights are preserved, Rule 7001, Federal Rules of Bankruptcy Procedure, establishes a list of proceedings which may only be commenced by the filing of an adversary proceeding. Rule 7001(7) requires that a request to obtain an injunction, or other equitable relief be filed as an adversary proceeding. Thus, the debtor must file a complaint, provide for issuance of a summons, and thereafter serve the summons and complaint pursuant to Rule 7004. Since, the debtor may not obtain an injunction by motion, the motion must be denied.”); *In re Swallen's Inc.*, 205 B.R. 879, 880 (Bankr. S.D. Ohio 1997)(injunctive relief was denied for failure to request it through adversary proceeding); *In re Hunter*, 190 B.R. 118, 119 (Bankr. D. Colo. 1995) (“Fed.R.B.P. 7001 which expressly provides that injunctive or equitable relief and actions to recover money or property shall be sought by way of an adversary proceeding.”); *In re Nasco P.R., Inc.*, 117 B.R. 35, 38 (Bankr. D.P.R. 1990)(“A party wishing to invoke the Court's injunctive power under Section 105(a) must file an adversary proceeding... and must follow the traditional standards for the issuance of an injunction.”); *In re Venegas Munoz*, 73 B.R. 283, 285 (Bankr. D.P.R. 1987) (“a request for injunctive relief under 11 U.S.C. 105 comes under Part VII

also has been recognized that requests to extend the automatic stay under §105(a) are actually requests for an injunction which require an adversary proceeding.¹⁴⁶

The U.S. Fifth Circuit has explained that the Bankruptcy Code requires requests for an injunction be brought via an adversary proceeding so that the proper procedural protections will be afforded:

Under Rule 7001, an injunction requires an adversary proceeding. *Lyons v. Lyons (In re Lyons)*, 995 F.2d 923, 924 (9th Cir.1993) (holding that, when a Rule 7001 category was at issue, the movant "may obtain the authority he seeks only through an adversary proceeding"). Rule 7001 proceedings incorporate much of the Federal Rules of Civil Procedure, *In re Haber Oil Co.*, 12 F.3d at 437 (noting that adversary

of the Bankruptcy Rules (Rules 7001(7) and 7065) which require the filing of an adversary proceeding"); *In re Ennis*, 50 B.R. 119, 122 (Bankr. D. Nev. 1985) ("The Court also notes that the proper procedure for requesting injunctive relief is by an adversary proceeding, not by motion."); *In re Innovative Comm'n Co., LLC*, 2008 U.S. Dist. LEXIS 39739, at *9 (D.V.I. Apr. 30, 2008) ("Pursuant to Federal Rule of Bankruptcy Procedure 7001 ("Rule 7001"), injunctive relief may only be obtained in a bankruptcy matter through an adversary proceeding."); *In re B & F Associates, Inc.*, 55 B.R. 19, 20 (Bankr. D. Colo. 1985) ("Bankruptcy Rule 7001(7) requires any proceeding in a bankruptcy court 'to obtain an injunction or other equitable relief' to be brought as an adversary proceeding.").

¹⁴⁶*In re Bora Bora Inc.*, 424 B.R. 17, 23 (Bankr. D.P.R. 2010) ("The power of the bankruptcy courts to enjoin certain actions not subject to the automatic stay, such as an action against non debtor parties, has been recognized, when such action is interfering improperly with the purposes of the bankruptcy law or the debtor's reorganization efforts. *A.H. Robins Co., Inc. v. Piccinin*, 788 F.2d 994 (4th Cir. 1986). Although called an extension of the automatic stay provisions of the Bankruptcy Code to non-debtor parties, these are in fact injunctions issued by a bankruptcy court under 11 U.S.C. § 105(a), after determining that the situation requires it in order to protect the interests of the bankruptcy estate. *In re Cincom iOutsource, Inc.*, 398 B.R. 223, 227 (Bankr. S.D. Ohio, 2008) citing *Patton v. Bearden*, 8 F.3d 343 (6th Cir. 1993); "Under the Bankruptcy Act, it was believed that the bankruptcy court lacked jurisdiction to issue such an injunction. Under the Code, broad injunctive power is available under section 105, and the issue appears to be one directed to the discretion of the court rather than to its jurisdiction." 3 Alan N. Resnick and Henry J. Sommer, *Collier on Bankruptcy*, P 362.04 (15th Ed. Rev'd 2005)."); *In re Lengacher*, 485 B.R. 380, 384-85 (Bankr. N.D. Ind. 2012) ("Extending the automatic stay is actually a request for an injunction and Rule 7001(7) of the Federal Rules of Bankruptcy Procedure requires an adversary proceeding to obtain that kind of relief. *In re Richard B. Vance and Co.*, 289 B.R. at 697; *In re Koop*, 2002 Bankr. LEXIS 503, 2002 WL 1046700 *7 (Bankr. N.D. Ill. 2002)").

proceeding rules "generally "either incorporate or are adaptations of most of the Federal Rules of Civil Procedure." (quoting Fed.R.Bankr.P. 7001 adv. comm. note)), and they equate to full-blown lawsuits, see *Toma Steel Supply, Inc. v. Transamerican Natural Gas Corp. (In re Transamerican Natural Gas Corp.)*, 978 F.2d 1409, 1416 (5th Cir.1992) (describing adversary proceedings as " "full blown federal lawsuits within the larger bankruptcy case,' ... which are governed by all of the rules in Part VII of the Bankruptcy Rules...." (quoting *Matter of Wood & Locker, Inc.*, 868 F.2d 139, 142 (5th Cir.1989))), cert. dismissed, U.S., 113 S. Ct. 1892, 123 L. Ed. 2d 646 (1993). In contrast, contested matters require fewer procedural protections. *In re Transamerican Natural Gas Corp.*, 978 F.2d at 1416 ("Contested matters are "subject to the less elaborate procedures specified in Bankruptcy Rule 9014.' Contested matter proceedings are generally designed for the adjudication of simple issues, often on an expedited basis." (quoting *Matter of Wood & Locker, Inc.*, 868 F.2d at 142)).

In order to initiate an adversary proceeding, a party seeking equitable relief must file a complaint and serve each affected party. See *Village Mobile Homes, Inc. v. First Gibraltar Bank (In re Village Mobile Homes, Inc.)*, 947 F.2d 1282, 1283 (5th Cir.1991) (stating that while a motion suffices for contested matters, an adversary proceeding requires filing a complaint in keeping with Bankruptcy Rule 7003); *In re Perkins*, 902 F.2d 1254, 1258 (7th Cir.1990) (stating that an adversary proceeding "must be commenced by a properly filed and served complaint" and a Rule 7001 matter initiated by motion rather than by complaint "fails on procedural grounds").¹⁴⁷

Furthermore, the Fifth Circuit warned that Bankruptcy Courts that dispense with adversary proceedings are apt to fail to conduct the proper analysis for the granting of injunctions:

Moreover, we find no indication in the record that the bankruptcy court conducted the proper analysis and made the requisite findings for entry of a preliminary injunction. See *Commonwealth Oil Ref. Co. v. U.S.E.P.A. (In re Commonwealth Oil Ref. Co.)*, 805 F.2d 1175, 1188-89 (5th Cir.1986) ("The legislative history of § 105 makes clear that stays under that section are granted only under the usual rules for the issuance of an injunction."), cert. denied, 483 U.S. 1005, 107 S. Ct. 3228, 97 L. Ed. 2d 734 (1987); *In re Eagle-Pitcher Indus., Inc.*, 963 F.2d at 858 ("When issuing a preliminary injunction pursuant to its powers set forth in section 105(a), a bankruptcy court must consider the traditional factors governing preliminary injunctions issued pursuant to Federal Rule of Civil Procedure 65.").

The four prerequisites to the issuance of a preliminary injunction are: (1) a substantial likelihood that the movant will prevail on the merits; (2) a substantial threat that the

¹⁴⁷*Feld v. Zale Corp. (in Re Zale Corp.)*, 62 F.3d 746, 762-63 (5th Cir. 1995).

movant will suffer irreparable injury if the injunction is not granted; (3) that the threatened injury to the movant outweighs the threatened harm an injunction may cause the party opposing the injunction; and (4) that the granting of the injunction will not disserve the public interest.

In re Commonwealth Oil Ref. Co., 805 F.2d at 1189 (internal citations omitted); accord *In re Eagle-Picher Indus., Inc.*, 963 F.2d at 858. Because the bankruptcy court focused only on the fairness of the settlement to the estate, it failed to address these issues, that is, whether CIGNA and Zale had satisfied the Rule 65 prerequisites. We therefore hold that there was no compliance with Rule 7001, constructive or otherwise. Moreover, we feel this case demonstrates the "difficulties that are apt to arise if the bankruptcy court too easily permits parties to circumvent the rules governing adversary proceedings." *In re Haber Oil Co.*, 12 F.3d at 440.¹⁴⁸

Similarly, the District of Delaware has warned that Bankruptcy Courts risk reversible error if they fail to utilize adversary proceedings to resolve disputes which requires an adversary proceeding, such as a "proceeding to obtain an injunction"¹⁴⁹:

Adversary proceedings in bankruptcy court are the analogue to lawsuits in district court -- both are initiated by the filing of a complaint, and both are governed by the same rules of discovery. See Fed. R. Bankr. P. 7004, 7026-7037. Contested matters, on the other hand, are initiated by motion, and the applicability of the discovery rules is at the discretion of the court. See Fed. R. Bankr. P. 9014. Thus, adversary proceedings offer the litigants more formality and more discovery rights than contested matters. See *Nantucket Investors II v. Cal. Fed. Bank (In re Indian Palms Assocs., Ltd.)*, 61 F.3d 197, 204 n.11 (3d Cir. 1995). Consequently, a bankruptcy court's erroneous conclusion that a dispute need not be resolved in an adversary proceeding may be a ground for reversal. See, e.g., *MFS Telecom, Inc. v. Motorola, Inc. (In re Conxus Communs., Inc.)*, 262 B.R. 893, 899 (D. Del. June 4, 2001).¹⁵⁰

¹⁴⁸*Feld v. Zale Corp. (in Re Zale Corp.)*, 62 F.3d 746, 765 (5th Cir. 1995).

¹⁴⁹*Balt. Cty. v. IHS Liquidating LLC (In re Integrated Health Servs.)*, 2006 U.S. Dist. LEXIS 8403, at *9 (D. Del. Mar. 6, 2006) ("One type of bankruptcy dispute that must be resolved in an adversary proceeding is 'a proceeding to obtain an injunction.' Fed. R. Bankr. P. 7001(7).")

¹⁵⁰*Balt. Cty. v. IHS Liquidating LLC (In re Integrated Health Servs.)*, 2006 U.S. Dist. LEXIS 8403, at *8-9 (D. Del. Mar. 6, 2006).

Because the broad injunctive powers afforded under 11 U.S.C. § 105(a) should be used sparingly, injunctive relief should only be granted when the movant has carried its burden through clear and convincing evidence:

The broad injunctive powers under 11 U.S.C. § 105(a) should be used sparingly. *In re Lazarus Burman Assoc.*, 161 B.R. 891, 901 (Bankr. E.D.N.Y. 1993); *In re Codfish*, 97 B.R. 132 (Bankr. D.P.R. 1988); *In re Criadores de Yabucoa, Inc.*, 75 B.R. 96 (Bankr. D.P.R. 1987). Thus, a preliminary injunction is an extraordinary and drastic remedy which should only be granted when the movant has carried its burden through clear and convincing evidence. *Philadelphia Newspapers*, 407 B.R. at 616; *Cincom*, 398 B.R. at 227.¹⁵¹

Not only has Hopeman failed to bring its request for injunctive relief under 11 U.S.C. § 105(a) via an adversary proceeding as required by the Bankruptcy Code, Hopeman has also failed to set forth the sort of clear and convincing evidence that is its burden to present in order to be afforded the extraordinary and drastic remedy of an injunction under § 105(a).

The U.S. Fourth Circuit has explained that before a Court can use the authority under 11 U.S.C. § 105 to stay suits, it must find that failure to enjoin such suits would have an effect on the bankruptcy estate and would adversely or detrimentally influence and pressure the Debtor through the third party:

Accepting that section 105 confers on the bankruptcy court power under its expanded jurisdiction as expressed in section 1471(b) [28 U.S.C.] of the Bankruptcy Reform Act of 1978 and now section 1334(b), 28 U.S.C. of the 1984 Bankruptcy Amendments to enjoin suits against parties in other courts, whether state or federal, it is necessary to mark out the circumstances under which the power or jurisdiction may be exercised. In *Otero Mills*, supra, the Court approved a ruling that "to so enjoin a creditor's action against a third party, the court must find that failure to enjoin would effect [sic] the bankruptcy estate and would adversely or detrimentally influence and pressure the debtor through the third party." 25 Bankr. at 1020.¹⁵²

¹⁵¹*In re Bora Bora Inc.*, 424 B.R. 17, 25 (Bankr. D.P.R. 2010).

¹⁵²*A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 1003 (4th Cir. 1986).

The Creditors are the surviving family members of individuals who developed and died from mesothelioma following exposure to asbestos from Hopeman’s operations (i.e. contracting activities) at Avondale Shipyards, and under the CGL policies issued to Hopeman by Liberty Mutual, such operations claims are not subject to the aggregate limits in the policies. Furthermore, the policies under which the Creditors would pursue direct action claims against Liberty Mutual have not been listed as assets of the bankruptcy estate. Thus, the Creditors’ direct action claims against Liberty Mutual for exposure to asbestos from Hopeman’s operations cannot have an effect on the bankruptcy estate, and will not adversely or detrimentally influence or pressure Hopeman.

WHEREFORE, Janet Rivet and Kayla Rivet (surviving spouse and child of Tommy Rivet), Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors (surviving spouse and children of Frank P. Ragusa, Jr.), and Erica Dandry Constanza and Monica Dandry Hallner (surviving children of Michael Dandry, Jr.) submit that Hopeman Brothers, Inc.’s Motion for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants¹⁵³ should be denied, and that the automatic stay should not be extended to apply to the Creditors’ direct action claims against Liberty Mutual Insurance Company.

Dated: July 30, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2024, I caused a true and correct copy of the foregoing Objection to be electronically served by the Court’s CM/ECF system, which thereby caused an electronic notification of filing to be served on all other registered users of the ECF system who have filed notices of appearances in this case; I further certify that a true and correct copy of this Objection was also served via electronic mail to the following parties:

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Jeffrey A. Liesemer
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jliesemer@capdale.com
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/s/ Kollin G. Bender
Counsel

OHSEO
Division of Vital Records

54 2926
License No.

Certificate of Marriage

State of Louisiana

Parish of JEFFERSON

Raymond E. LeBlanc Notary Public

This is to certify that I
of the Peace

by virtue of the license required by law

on this 18th day of August

19 34 A.D., unite in

Holy Bonds of Matrimony

FRANK PAUL RAGUSA, JR.

MARLENE BECKY POLLOCK

In testimony whereof I have caused the said parties with myself and three legal witnesses to sign these presents, the day and date aforesaid.

Witnesses:

Parties

Abdul P. Ragusa
SIGNATURE OF WITNESS

Clarence L. Ragusa
SIGNATURE OF WITNESS

Norm S. Dennis
SIGNATURE OF WITNESS

Frank Paul Ragusa, Jr.
SIGNATURE OF GROOM

Marlene Becky Pollock
SIGNATURE OF BRIDE

Raymond E. LeBlanc
SIGNATURE OF NOTARY PUBLIC

EXHIBIT
1

CERTIFICATION OF DEATH

BIRTH NUMBER:

STATE FILE NUMBER: 2024-020-00847

10834739

DECEDENT	DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) RAGUSA JR., FRANK PAUL		DATE OF BIRTH 1953	DATE OF DEATH 06/12/2024	TIME OF DEATH 07:28 AM
	PLACE OF BIRTH - (CITY, STATE, COUNTRY) NEW ORLEANS, LA UNITED STATES		SEX MALE	SOCIAL SECURITY NUMBER 3371	AGE 71 YEARS
	DECEDENT'S ALIAS NAME(S) - (LAST, FIRST, MIDDLE, SUFFIX):				
	RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 4913 GRAND TERRE DR., MARRERO, LA 70072 UNITED STATES			WITHIN CITY LIMITS? NO	PARISH/COUNTY JEFFERSON
PERSONAL	EVER IN U.S. ARMED FORCES? NO		OCCUPATION CRANE OPERATOR	INDUSTRY OF OCCUPATION CONTRACTOR	
	MARITAL STATUS MARRIED		NAME OF SURVIVING SPOUSE (LAST, FIRST, MIDDLE, SUFFIX) POLKEY, MAXINE BECKY		
	FATHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) RAGUSA SR., FRANK PAUL		FATHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) MARRERO, LA UNITED STATES		
	MOTHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) SMITH, GERALDINE CLARICE		MOTHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) HAMMOND, LA UNITED STATES		
	INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) RAGUSA, MAXINE BECKY		RELATIONSHIP TO DECEDENT WIFE	INFORMANT'S ADDRESS 4913 GRAND TERRE DR., MARRERO, LA 70072 UNITED STATES	
	EDUCATION: HIGH SCHOOL GRADUATE, OR GED COMPLETED				
	OF HISPANIC ORIGIN? NO: NOT SPANISH/HISPANIC/LATINO				
	RACE: WHITE				
DEATH INFO	PLACE OF DEATH DECEDENT'S HOME		FACILITY NAME		
	FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 4913 GRAND TERRE DR., MARRERO, LA 70072 UNITED STATES			PARISH/COUNTY JEFFERSON	
DISPOSITION	METHOD OF DISPOSITION BURIAL		PLACE OF DISPOSITION WESTLAWN CEMETERY		
	PLACE OF DISPOSITION - (CITY, STATE, COUNTRY) ORETNA, LA UNITED STATES		DATE OF DISPOSITION 06/17/2024		
FUNERAL FACILITY	FUNERAL FACILITY NAME WESTSIDE LEITZ-EAGAN FUNERAL HOME		ADDRESS OF FUNERAL FACILITY 5101 WESTBANK EXPY., MARRERO, LA 70072 UNITED STATES		
	NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX) JONES, MARY		LICENSE NUMBER U1735	CORONER NOTIFIED? y	
	SIGNATURE OF FUNERAL DIRECTOR *e-sign*		DATE 6/16/2024		
MEDICAL INFO	MANNER OF DEATH		NATURAL		
	IF FEMALE?		NOT APPLICABLE		
	DID TOBACCO USAGE CONTRIBUTE TO DEATH?		NO		
CAUSE OF DEATH	PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.				APPROXIMATE INTERVAL: Onset to Death
	IMMEDIATE CAUSE - (Final disease or condition resulting in death)		a. MESOTHELIOMA OF PLEURA		UNK
	Sequentially list conditions, if any, leading to the cause listed on line a.		b.		
	Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST.		c.		
			d.		
	PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.				
	WAS AN AUTOPSY PERFORMED? NO		FINDINGS USED IN DETERMINING CAUSE? NOT APPLICABLE		
INJURY INFORMATION	PLACE OF INJURY	DATE OF INJURY	TIME OF INJURY	INJURY AT WORK	IF TRANSPORTATION INJURY, SPECIFY.
	LOCATION OF INJURY - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY)				PARISH/COUNTY
	DESCRIBE HOW INJURY OCCURRED				
CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 1/30/2024 TO 6/12/2024 AND THAT DEATH OCCURRED ON THE DATE AND HOUR STATED AND DUE TO THE CAUSE(S) AND MANNER STATED.				
	SIGNATURE OF CERTIFIER *e-sign*		DATE		6/19/2024
	CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX) INNOCENT-ITUAH, ULOMA NNEKA				
	CERTIFIER TITLE: CERTIFYING PHYSICIAN				
	CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 180 W. ESPLANADE AVE. - APT/STE 5TH FLR., KENNER, LA 70065 UNITED STATES				
	BURIAL TRANSIT PERMIT 586691	PARISH OF ISSUE ORLEANS	DATE OF ISSUE 06/12/2024	DATE FILED WITH REGISTRAR 6/15/2024	
REGISTRAR	SIGNATURE OF REGISTRAR *e-sign*		NADINE MIMS SMITH		

ISSUED BY: Calvin, Treisha

Issued On: 7/3/2024 2:49:28 PM

EXHIBIT

10



10834739

A REPRODUCTION OF THIS DOCUMENT IS VOID AND INVALID. DO NOT ACCEPT

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A CERTIFICATE OR DOCUMENT REGISTERED WITH THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA - R.S.40:32, ET SEQ.

Nadine Mims Smith
 NADINE MIMS SMITH
 STATE REGISTRAR



OHSEQ
Division of Vital Records

83 1074
License No. _____

Certificate of Marriage

State of Louisiana

Parish of Jefferson

This is to certify that I Charlie Keme, a Justice
of the Peace by virtue of the license required by law did
on this 29th day of MARCH, 19 83, A.D., unite in

Holy Bonds of Matrimony

Tommy Paul Rivet GROOM Janet Marie Mayson BRIDE

In testimony whereof I have caused the said parties with myself and three legal witnesses, to sign these presents, the day and date aforesaid.

Witnesses:

Parties:

Cedric Dwyer Jr.
SIGNATURE OF WITNESS
Shirley Lejeune
SIGNATURE OF WITNESS
Shelia Guidry
SIGNATURE OF WITNESS

Tommy P Rivet
SIGNATURE OF GROOM
Janet M. Mayson
SIGNATURE OF BRIDE
Charlie K. Keme
SIGNATURE OF OFFICIANT (PRIEST, MINISTER, OTHER)

TO BE GIVEN TO BRIDE AND GROOM

1A CHILD'S LAST NAME RIVET				
1B FIRST NAME KAYLA		1C SECOND NAME NICHOLE		
2A BIRTH DATE [REDACTED], 1989	2B TIME OF BIRTH 6:40 PM	3 SEX FEMALE	4 NUMBER BORN SINGLE	5 BIRTH ORDER
6A PLACE OF BIRTH (CITY, TOWN, OR LOCATION) MORGAN CITY				
6B PARISH OF BIRTH ST. MARY				
6C NAME OF HOSPITAL OR INSTITUTION LAKEWOOD HOSPITAL				
7A RESIDENCE OF MOTHER (CITY, TOWN, OR LOCATION) MORGAN CITY				
7B PARISH ST. MARY	7C STATE LOUISIANA		7D ZIP CODE 70380	
7E STREET ADDRESS OF RESIDENCE 165 ELAINE STREET				
8A FATHER'S LAST NAME RIVET				
8B FIRST NAME TOMMY		8C SECOND NAME PAUL		
8D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) NEW ORLEANS, LOUISIANA				
8E AGE AT THIS BIRTH 32				
9A MOTHER'S MAIDEN NAME MAYON				
9B FIRST NAME JANET		9C SECOND NAME MARIE		
9D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) MORGAN CITY, LOUISIANA				
9E AGE AT THIS BIRTH 34				
FILE DATE JANUARY 3, 1990		DATE ISSUED JULY 2, 1990		

EXHIBIT
12



THE ABOVE IS A TRUE CERTIFICATION OF NAME AND BIRTH FACTS ON FILE IN THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA - R.S. 46:32, ET SEQ.

TOMMY RIVET

August 22, 2022

1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET	* CIVIL ACTION
	* NO. 2:22-cv-2584
VERSUS	* SECTION "L" (5)
	* JUDGE:
HUNTINGTON INGALLS	* CARL J. BARBIER
INCORPORATED, ET AL	* MAGISTRATE:
* * * * *	* MICHAEL B. NORTH

(PARTICIPANTS VIA ZOOM AS NOTED)

Videotaped Deposition of TOMMY RIVET,
given at 1633 Chestnut Drive, Morgan City,
Louisiana 70380, via Zoom video conferencing,
on August 22nd, 2022.

VIDEOGRAPHER:

GILLEY DELORIMIER (DEPO-VUE, INC.)

REPORTED BY:

JOSEPH A. FAIRBANKS, JR., CCR
CERTIFIED COURT REPORTER #75005



TOMMY RIVET

August 22, 2022

12

1 MS. ROUSSEL:

2 No. An objection by one
3 defendant will be good as to all, so
4 that we only need one person making
5 the objection.

6 MS. PENN:

7 Thank you.

8 (Off the record.)

9 EXAMINATION BY MS. ROUSSEL:

10 Q. State your full name for the record.

11 A. Tommy Paul Rivet.

12 Q. And what's your date of birth?

13 A. [REDACTED] [REDACTED] [REDACTED] of '57.

14 Q. Are you married, Mr. Rivet?

15 A. Yes, ma'am.

16 Q. And to whom are you married?

17 A. Married to Janet Rivet.

18 Q. When were you and Janet married?

19 A. Um, March the 9th of '83.

20 Q. And do you and Janet have any
21 children?

22 A. Yes, ma'am. Kayla Rivet.

23 Q. Describe your relationship with your
24 wife Janet.

25 A. I love her to death. I can't ask for

TOMMY RIVET

August 22, 2022

13

1 a better wife. Can't ask for a better wife.

2 She do everything I cannot for me.

3 Q. And describe your relationship with
4 your daughter Kayla.

5 A. Same old thing. I can't do nothing
6 without my daughter. My daughter is my right
7 hand and eyes.

8 Q. How often do you see Kayla?

9 A. Every day.

10 Q. Mr. Rivet, who are your parents?

11 A. Marie Rivet and Libby Rivet.

12 Q. And when you were growing up, where
13 did your father work?

14 A. He worked at Avondale Shipyards in
15 Westwego, right there by Bridge City right
16 there. It's right there next to each other.
17 But he originally worked in Bridge City.

18 Q. And when you were born, where was your
19 father working?

20 A. Bridge City. Avondale Shipyards.

21 Q. And he worked there until when?

22 A. Till he passed way.

23 Q. And you lived with him until?

24 A. Till he wasn't here no more.

25 Q. Okay. Did you have any other family

TOMMY RIVET

August 22, 2022

14

1 members who worked at Avondale Shipyards?

2 A. Yes, ma'am. I did.

3 Q. And who were the other family members
4 who worked at Avondale?

5 A. My brother Lipton Rivet, Libby Rivet,
6 and my uncle Red -- Ray Rivet.

7 Q. Now, when your father worked at
8 Avondale shipyards, were you living with him?

9 A. Yes, ma'am, I did.

10 Q. And when your brother Lipton was
11 working at Avondale shipyards, did you have
12 with him?

13 A. Sure did, ma'am. We shared the same
14 bedroom.

15 Q. When your brother Libby Jr. worked at
16 Avondale, did you live with him?

17 A. Yes, ma'am. We all shared the same
18 house.

19 Q. Describe what your father looked like
20 when he came home from Avondale.

21 A. He was dirty. He was dirty with white
22 all over him. We to leave -- when he gets home
23 at night, we'd go -- we'd go rabbit hunting,
24 we'd go look for cypress logs, and that's what
25 we done.

TOMMY RIVET

August 22, 2022

15

1 Q. The clothes that your father wore to
2 work, was that the same clothes he wore here?

3 A. Yes, ma'am. He did. He wore it till
4 about 7:00, 8:00 at night, then he'd take his
5 clothes off, take a shower, and he'd go to bed.
6 Well, we didn't have a shower; the bath, that's
7 all we had.

8 Q. And so after work, would he come into
9 the home with his work clothes?

10 A. Yes, ma'am, he did.

11 Q. Would he sit at the kitchen table?

12 A. He sat by the coffee table.

13 MR. POWELL:

14 Object to form.

15 EXAMINATION BY MS. ROUSSEL:

16 Q. Okay. Describe the areas of the house
17 that he would come into with his work clothes.

18 A. Try it?

19 Q. Describe then areas of the house --

20 A. Oh, like --

21 MR. POWELL:

22 Object to form. Leading.

23 EXAMINATION BY MS. ROUSSEL:

24 Q. And since there was an objection, let
25 me ask you, when your father came home from

TOMMY RIVET

August 22, 2022

19

1 fluid. The next morning, they took -- drained
2 the fluid out my lung. It was four liters of
3 fluid in my right lung.

4 Q. Ultimately, you had a biopsy?

5 A. Yes. That was later. But then
6 Dr. Cefalu send me to Dr. -- to Dr. -- in
7 Thibodaux I was gonna get a lung doctor. The
8 lung doctor send me to a doctor, he brought me
9 back to the back, take the fluid outta me, it
10 was another four liters of fluid. I got it
11 three times pulled out.

12 So they send me to Dr. Perez.
13 Dr. Perez. Dr. Perez say, I'm gonna send you
14 in there for the -- take a biopsy on you. I
15 said, okay.

16 So we went and take a biopsy, and they
17 couldn't -- they took a biopsy, but they say
18 the whole outside of the lung of the -- it was
19 full of cancer.

20 And I told right off the bat, I said,
21 I don't want to hear what it is. You tell my
22 wife. I gotta fight this. And that's just
23 what I'm trying to do.

24 Q. Okay. Now, let's talk about when your
25 father and your brothers were working at

TOMMY RIVET

August 22, 2022

20

1 Avondale shipyards. Can you just describe to
2 me, where was the washing machine?

3 A. The washing machine was right on the
4 side the living room. Right there in the
5 lill -- like a hole, where they -- where they
6 fold clothes and wash the clothes and
7 everything.

8 Q. And how often was the clothes washed?

9 A. Sometimes once, sometimes twice a day.

10 Q. Were you in the area when the clothes
11 was being washed?

12 A. Right next door, the kitchen.

13 Q. Describe how it would be washed.

14 A. Well, they washed it in the wash -- in
15 the old wringer, and they had the rollers. You
16 push it through the rollers, the rollers would
17 wring it tight, and then they put in the drier.

18 Q. And before they would wash it, what
19 would-

20 A. Then they'd take it out.

21 Q. And where were you when that was being
22 done?

23 A. Right there in the kitchen.

24 Q. And all the family clothing, was that
25 all washed together?

TOMMY RIVET

August 22, 2022

21

1 A. Everything right there washed
2 together.

3 Q. Now, when your father came home from
4 work, you said that he would have what on his
5 clothes?

6 A. Like a dust. Like a white powder,
7 something like that.

8 Q. Now, when you started with these
9 symptoms, you said at first they thought it was
10 a pulled muscle?

11 A. Yes, ma'am.

12 Q. Okay. When you first started with the
13 symptoms, though, were you still working at the
14 time?

15 A. Yes, ma'am.

16 Q. And how much were you making?

17 A. \$275 a day.

18 Q. And how many days would you work?

19 A. Six or seven days a week.

20 Q. Had you not gotten sick, how long had
21 you planned to work?

22 A. I'd work for a while.

23 Q. Years?

24 A. Longer. Longer years, yeah.

25 Q. Now, describe to me the symptoms

TOMMY RIVET

August 22, 2022

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1 a camp, but I got rid of it before I got --
2 quit hunting.

3 Q. Okay. I think those are all the
4 questions I have, Mr. Rivet. Thank you.

5 A. Have a good day.

6 Q. You too.

7 MS. ROUSSEL:

8 Does anybody else have any
9 questions?

10 Okay. I have a couple of
11 questions.

12 EXAMINATION BY MS. ROUSSEL:

13 Q. Now, when Avondale's attorney was
14 asking you questions, they asked about, um,
15 when your mother and your sister were doing the
16 laundry. Before you started going to school at
17 all, when your mom and your sister were doing
18 the laundry where were you?

19 A. Before I go to school? Most of the
20 time I was with them in the washroom.

21 Q. And when they were -- when you were a
22 small child, did you actually see them doing
23 the laundry?

24 A. Oh, yeah. I was small. I stayed in
25 there with my diapers and my lill shirt.

TOMMY RIVET

August 22, 2022

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1 Q. So you were hanging -- you were with
2 your mom.

3 A. My mom and daddy. My mom all the
4 time.

5 Q. And that was including when she was
6 doing laundry?

7 A. Yes, sir.

8 DEFENSE COUNSEL:

9 Object to form.

10 EXAMINATION BY MS. ROUSSEL:

11 Q. Now, too, you talked about the fact
12 that, um, you were still working when you
13 started with problems which the --

14 A. Yes, ma'am.

15 Q. -- doctors were telling you at that
16 time were pulled muscles?

17 A. Yes.

18 Q. Okay. And you stopped working because
19 of your symptoms which we now know to have been
20 mesothelioma?

21 A. Yes, ma'am.

22 DEFENSE COUNSEL:

23 Object to form.

24 EXAMINATION BY MS. ROUSSEL:

25 Q. Since there was an objection, let me

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REPORTER'S CERTIFICATE

NOTE: This transcript certification is valid only when accompanied by my original signature over my state seal.

I, JOSEPH A. FAIRBANKS, JR., CCR, RPR, Certified Court Reporter in and for the State of Louisiana, as the officer before whom the foregoing was taken, do hereby certify:

That the witness was sworn by me upon authority of R.S. 37:2554 and did testify as set forth in the foregoing pages;

That said proceeding and testimony was reported by me in the stenotype reporting method, was thereafter transcribed and prepared by me or under my personal direction and supervision, and is a true and correct transcription to the best of my ability and understanding;

That this transcript was prepared in compliance with transcript format guidelines established by statute or by rules of the Board;

That I am knowledgeable of the arrangements, financial and otherwise, with the person on entity arranging for reporting services, and that I have acted in compliance with the prohibition on contractual relationships as defined by the Louisiana Code of Civil Procedure Article 1434 and in rules and advisory opinions of the Board;

That I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

JOSEPH A. FAIRBANKS, JR., CCR, RPR
CERTIFIED COURT REPORTER #75005

JOHNS, PENDLETON, FAIRBANKS & FREESE

CERTIFIED COURT REPORTERS
315 METAIRIE ROAD, SUITE 101
METAIRIE, LA 70005
PHONE (504) 219-1993

[REDACTED]		Rivet, Libby		2072		[REDACTED]-10	
CREDIT		ADDRESS		PHONE		BIRTH DATE	
1-18-60		147 5th St. Bridge City, La., 70094		861-4742 301-9695		Marie	
9-1-69		Rec. Burner Spec		4.06		Whittle	
1/18/71		GEN. INC. 4 1/2%		4.24			
5-22-72		Gen'l Raise		4.47			
6/26/72		Clearing payroll		ldw 6/21/71			
5-6-91		Deceased					
DATE		OCCUPATION		RATE		SUPERVISOR+SHIFT	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
DATE		TERMINATION INFORMATION		DATE		TERMINATION INFORMATION	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
CLOCK NUMBER		NAME		PR 2		PR 4	
2072		Libby Rivet					

Margaret Sawyer

EMPLOYMENT SINCE TERMINATION - REHIRE				
FROM	TO	NAME OF COMPANY	CITY & STATE	SUPERVISOR & POSITION
TITLE & NATURE OF WORK		WAGE	REASON FOR LEAVING	
REMARKS				
6/3/68	Trans S.F.Ldwa.	3.65	Blanca	
7-8-68	Gen. Raise	3.83		
8-11-69	Kepl/burner Ldm	3.83	Whittle	
5-14-69	Rec. Burner			
9-1-69	Gen. Raise	4.00		

CLOCK #		NAME	LIBBY RIVET	0921	FILE	Z.
NEW ADDRESS - PHONE						
NEW ADDRESS - PHONE						
		HIRED		70094	TERMINATED	
DATE	OCCUPATION	RATE	FOREMAN	DATE	REASONS - COMMENTS	
5-18-42	CH	.75		8-14-44	Discharged-Inefficient	
		.80		10-4-52	Layoff- Lack of work	
6-30-44	L. Leaderman	1.00	Foley	10-28-55	Quit	
9-17-52	burner	1.84	Harmeyer			
1-27-53	"	1.84	"			
9-15-52	Gen raise	1.93	"			
2-9-53	"	1.98	"			
8-24-53	burner	2.11	"			
2-1-54	Gen raise	2.22	"			
8-9-55	"	2.31	"			
3-4-55	Burne	2.31	B. Blanca			
3-15-56	"	2.43	Whittle			
2-1-57	Gen raise	2.65	"	3-19-58	Layoff- lack of work	
1-18-60	Gen. Raise	2.77	Whittle	6-5-69	Quit- Refuse to take order (so ne quit-) 295 Hrs. 1 Port. 2 wks.	
1-8-60	Gen. Raise	2.97				
10-30-61	Gen. Raise	3.09				
4/1/63	Gen. Raise	3.20				
8/3/64	Gen'l Raise	3.30				
11/15/65	Gen'l Raise	3.47				
11/21/66	Gen'l Raise	3.57				
6/7						

EMPLOYMENT SINCE TERMINATION - REHIRE

FROM	TO	NAME OF COMPANY	CITY & STATE	SUPERVISOR & POSITION

TITLE & NATURE OF WORK	WAGE	REASON FOR LEAVING

REMARKS

7/3/68 Trans S.F. Ldm. 3.68 Blancq
 7-8-68 Gen. Raise 3.83
 11-69 Recl/Burner Ldm 3.83 Whittle
 1-14-69 Rec. Burner Spec. ..
 1-1-69 Gen. Raise 4.06

2072 NAME Libby Rivet *gr* [REDACTED]-0921 FILE **Z**
 HOME ADDRESS - PHONE 147 5th St. - Bridge City, La. 981- Marie
 WORK ADDRESS - PHONE 70094

DATE	OCCUPATION	HIRED		DATE	TERMINATED
		RATE	FOREMAN		REASONS - COMMENTS
10-42	CH	.75		8-14-44	Discharged-Inefficient
		.80		10-4-52	Layoff- Lack of work
10-44	L. Leaderman	1.00	Foley	10-28-55	Quit
7-52	Burner	1.84	Harczyer		
7-53	"	1.84	"		
1-52	Gen raise	1.93	"		
4-53	"	1.98	"		
4-53	burner	2.11	"		
5-54	Gen raise	2.22	"		
5-55	"	2.31	"		
5-55	Burne	2.31	G. Blanq		
5-56	"	2.43	Whittle		
5-57	Gen raise	2.65	"	3-19-58	Layoff- lack of work
8-60	Reh/Burner	2.78	W.E. Whittle	6-5-69	Quit- Refuse to take order (so he quit-) 295 Hrs. 1 Port 2 wks.)
8-60	Gen. Raise	2.97			
10-61	Gen. Raise	3.09			
1/1/63	Gen. Raise	3.20			
3/64	Gen'l Raise	3.30			
15/65	Gen'l Raise	3.37			
2/66	Gen'l Raise	3.57			

AVONDALE MARINE WAYS, INC. APPLICATION AND EMPLOYMENT RECORD

FOR WORK AS Business Shipper DATE 6-3-1954

FULL NAME Libby Ament Soc. SEC. [REDACTED]

ADDRESS 343 1/2 St CITY Bridge City STATE La PHONE -

CLOSEST RELATIVE Mother ADDRESS Same PHONE -

DATE OF BIRTH [REDACTED] HEIGHT 6'1" WEIGHT 160 COLOR: EYES Brown HAIR Brown

SINGLE DIVORCED OWN HOME RENT NO. MINOR DEP. 2
 MARRIED SEPARATED LIVE WITH PARENTS OTHER DEP. Wife & Self
 WIDOWED

RELATIVE EMPLOYED HERE Francis Rivet RELATIONSHIP Brother

EDUCATION - GRAMMAR HIGH SCHOOL COLLEGE BUSINESS SCHOOL SPECIAL

NAME OF COLLEGE, BUSINESS OR SPECIAL SCHOOL AND DEGREES, IF ANY: _____

SPECIAL SKILLS, KNOWLEDGE OR ABILITIES: _____

PREVIOUS EXPERIENCE - BEGIN WITH YOUR LAST JOB.

DATE	NAME OF COMPANY	CITY - STATE	SUPERVISOR & POSITION
1 Year	Alexander Shipyard.	N.O. La.	
4/1953 1/1950	Self Employed (Fisherman)	Westwego, La.	
3			

TITLE & NATURE OF WORK	WAGE	REASON FOR LEAVING
1 <u>Boatman</u>		
2 <u>Fisherman</u>	<u>\$40. Wk</u>	<u>Fishing very slow now</u>
3		

CHARACTER REFERENCES: DO NOT REFER TO PREVIOUS EMPLOYERS OR RELATIVES

NAME	OCCUPATION	ADDRESS
<u>Mack Plaisance</u>	<u>Boatman</u>	<u>Bridge City, La</u>
<u>Norman Hemel</u>	<u>Boatman</u>	<u>✓ ✓ ✓</u>

IT IS UNDERSTOOD AND AGREED THAT ANY MISREPRESENTATION BY ME IN THIS APPLICATION WILL BE SUFFICIENT CAUSE FOR CANCELLATION OF THIS APPLICATION, AND/OR SEPARATION FROM THE COMPANY'S SERVICE IF I HAVE BEEN EMPLOYED. IF EMPLOYED, I AGREE TO ABIDE BY ALL THE GENERAL AND SAFETY RULES OF THIS COMPANY

(Signed) Libby Ament
 SIGNATURE

ASI 3456 (R 2/72) SEPARATION REPORT

Name: **Libby Rivet** Date: **6-23-72** Clock No.: **2072** Work No.: **None**

Department: **Barge Construction** Job Classification: **-** Shift: **-** Effective Time & Date: **6-23-72**

Discharged Quits Layoffs Leave of Absence

PLEASE CHECK ANY OF THE FOLLOWING REASONS FOR DISCHARGES, LAYOFFS, & QUILTS AND GIVE FULL EXPLANATION BELOW.

Discharged: Please refer to ASI Policy & procedure and check appropriate block or blocks.

GENERAL OFFENSES 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Other

MAJOR OFFENSES 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

17 18 19 20 21 22 23 24 Other

IMMEDIATE DISCHARGE OFFENSES: 1. 2. 3. 4. 5. Other

Quit or Resigned:

<input type="checkbox"/> Other Job	<input checked="" type="checkbox"/> Pregnant	<input type="checkbox"/> Moving Away	<input type="checkbox"/> Personal Problems
<input type="checkbox"/> Ill Health	<input checked="" type="checkbox"/> Dissatisfied	<input type="checkbox"/> Self Employment	<input type="checkbox"/> Other
<input type="checkbox"/> Attend School	<input checked="" type="checkbox"/> Transportation Problems	<input type="checkbox"/> Extra Work Only	<input type="checkbox"/> Lack of Work
<input type="checkbox"/> To Marry	<input type="checkbox"/> Military Service	<input type="checkbox"/> Objection to Night Work	<input type="checkbox"/> Reduction In Force

Explain Fully Reason For Separation

Clearing Payroll

Has drawn maximum insurance benefits

What Did You Do to Retain This Employee?

Is Employee Recommended for Rehire in Your Dept.? Yes No

Any Other Dept.? Yes No

Do You Need A Replacement? Yes No

Deductions: Insurance Stores-Tools

Approved by Supervisor: _____

Final Approval (Must be done at a later date): _____

Original and Green Copy to Personnel - Retain Pink Copy.

Attach Copies of All Pertinent Documents.

ALL Separations Are Reviewed by Management

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET CIVIL ACTION NO.
Plaintiff 2-22-cv-2584

VERSUS

HUNTINGTON INGALLS JUDGE CARL J. BARBIER
INC., ET AL MAGISTRATE MICHAEL NORTH
Defendants

* * * * *

Deposition of BRENDA R. LEBLANC, P. O.
Box 277, Lafitte, Louisiana, taken at
Home2Suites by Hilton, 1701 11th Street,
Harvey, Louisiana, on April 21, 2023, at or
about 10:08 a.m.

APPEARANCES:

ROUSSEL & CLEMENT

By: Gerolyn P. Roussel, Esq.

By: Jonathan B. Clement, Esq.

1550 West Causeway Approach

Mandeville, Louisiana 70471

(Attorney for Plaintiff)

IRWIN FRITCHIE URQUHART & MOORE

By: Edward W. Trapolin, Esq.

400 Poydras Street, Suite 2700

New Orleans, Louisiana 70130

(Attorney for Huntington Ingalls, Inc.)

SIMON, PERAGINE, SMITH & REDFEARN

By: Douglas R. Kinler, Esq.

1100 Poydras Street, 30th Floor

New Orleans, Louisiana 70163

(Attorney for Eagle, Inc. And The

Traveler's Indemnity Company in its

capacity as an alleged insurer of the

McCarty Corporation - for liability and

damages issues only)

REPORTED BY:

Marsha M. Donnelly, CSR

1 * * * * *

2 BRENDA R. LEBLANC, P. O. Box 277,
3 Lafitte, Louisiana 70067, called as a
4 witness and having been duly sworn, testified
5 as follows:

6 EXAMINATION BY MR. TRAPOLIN:

7 Q. Good morning.

8 A. Good morning.

9 Q. My name is Ed Trapolin. We met
10 before the deposition. Would you please state
11 your name for the record.

12 A. Brenda R. LeBlanc.

13 Q. Ms. LeBlanc, have you ever been
14 deposed before? This is a deposition.

15 A. Right. Uh-huh.

16 Q. Have you done this before?

17 A. A long time ago.

18 Q. And what was that about?

19 A. I think a wreck or something, yeah.

20 Q. Was it your wreck or somebody
21 else's wreck where you were a witness?

22 A. That's a long time ago. I don't
23 know.

24 Q. Fair enough. Have you ever --

25 A. But I know I did it, you know, so.

1 Q. Okay. And what did your father do?

2 A. He was a -- he worked at Avondale
3 Shipyard.

4 Q. And do you remember what he did at
5 Avondale?

6 A. He was a burner, fitter. Anything
7 they needed from him, he would volunteer.

8 Q. Did you ever go to Avondale
9 Shipyard?

10 A. Yes, sir.

11 Q. How many times did you go there?

12 A. Well, every time they launched a
13 big ship because it was my dad and his
14 brother that released the ship into the
15 water.

16 Q. Right.

17 A. So it was a big thing with them.

18 Q. All right. So did you ever go
19 there for any other purpose other than the
20 ship launches?

21 A. No.

22 Q. Sometimes they had family days or
23 things like that. Did you ever go to that?

24 A. No.

25 Q. Other than watching the ships get

1 A. Every day. Sometimes twice a day.

2 Q. Yeah. Okay.

3 A. Even on Sundays after church.

4 Q. Well, with 13 people in the
5 household, I would imagine that was quite a
6 process, huh?

7 A. Yes.

8 Q. And so you started helping with the
9 laundry at six years old?

10 A. Yes.

11 Q. And what kind of washer was it?
12 Was it an old type --

13 A. Old wringer type machine.

14 Q. With a wringer on top?

15 A. Yes, sir.

16 Q. And do you recall helping with your
17 father's laundry?

18 A. Yes, sir.

19 Q. Okay. What do you recall about his
20 laundry?

21 A. Well, we had to shake everything
22 all the time. Because even the other boys
23 that was working, you know, we shook all
24 their clothes because it was always full of,
25 you know, white stuff and with the light glue

1 stuff. And we had to put them on the porch
2 and with a scrub -- a scrubbing. You had to
3 scrub and make sure there was no oil or
4 nothing or nothing in it to mix with the
5 other clothes. Yes.

6 Q. Now, you said the other -- the
7 other boys' clothes had dust and dirt on them,
8 too?

9 A. Yes.

10 Q. And where -- do you know where they
11 were working that they --

12 A. At Avondale.

13 Q. All the --

14 A. Well, a lot of the older ones got
15 married and left out so, you know, yeah.

16 Q. So when you were six, do you recall
17 how many people were still living in the
18 family home?

19 A. Seems like a whole lot. We slept
20 like maybe three or four in the bed. Five in
21 the bed.

22 Q. Yeah.

23 A. Yeah.

24 Q. I didn't grow up in that crowded
25 environment.

1 Q. Okay. That's fine. Do you have
2 any information of any companies that may have
3 supplied materials to Avondale, sold anything
4 to Avondale, anything that?

5 A. No.

6 Q. Okay. Very good. Do you know if
7 your father worked on any ships at Avondale?

8 A. Yeah, he worked on the ships.

9 Q. Do you have any information, did he
10 ever tell you about the type or names of any
11 ships he worked on?

12 A. It was a lot of Navy ships.

13 BY MS. MCQUILLAR:

14 Object to form.

15 Q. I'm sorry.

16 A. Navy ships.

17 Q. Your father told you this?

18 A. I don't know the -- yes. Well,
19 when they used to go and launch them, we was
20 there and they was -- you know, the Navies
21 were there and, you know.

22 Q. So you recall going to launches for
23 Naval vessels that were being launched?

24 A. Well, yeah, any kind of vessels.
25 The ships that they made.

1 Okay. Go ahead.

2 EXAMINATION BY MS. ST. JULIEN:

3 Q. Hi, Ms. LeBlanc. My name is Milele
4 St. Julien. Can you tell me who participated
5 with the laundry before you moved out of the
6 family home in 1967?

7 A. Could you repeat that, please.

8 Q. Can you tell me which one of your
9 siblings helped your mother participate with
10 the laundry activity prior to you moving out
11 of the home in 1967?

12 A. All the ones that was left behind.
13 Libby, Margarett, Tommy. Anybody that was
14 there she would make them haul clothes and
15 help her when I wasn't there helping them.

16 Q. Okay. And did you have a specific
17 day to do laundry or how did you all divide up
18 the laundry duty?

19 A. No. Just every day the laundry was
20 done and whoever went over there. And when I
21 went over there to have coffee and if she had
22 laundry, I used to do it. Mainly it was a
23 lot on me. I used to do everything when my
24 daddy came home from work and my mom didn't
25 get home until five.

1 I went to school. I got out at
2 3:10, got home at 3:30, made ice water, cup
3 of coffee for my daddy, sat that out and
4 started putting her rice or cut up onions
5 and, you know, started supper and -- I was
6 grown up when I was like 10 years old. I was
7 doing everything.

8 BY MS. ST. JULIEN:

9 Okay. Thank you, Ms. LeBlanc.
10 That's all the questions I have.

11 BY THE WITNESS:

12 Thank you.

13 BY MR. TRAPOLIN:

14 Anybody else?

15 BY MS. ROUSSEL:

16 Anybody else on the computer have
17 any questions.

18 EXAMINATION BY MS. ROUSSEL:

19 Q. Okay. So I have some questions.
20 You said Tommy helped with the laundry?

21 A. Yes.

22 Q. Even when he wasn't doing the
23 laundry, was he in the area --

24 A. Oh, yes.

25 Q. -- where the laundry was being

1 done?

2 A. Yes.

3 BY MS. MCQUILLAR:

4 Object to form.

5 Q. And describe for me how you would
6 do the laundry, how the laundry would be done.

7 A. Well, when we get to the colored
8 clothes because you have to divide all your
9 clothes and then if they had all -- you know,
10 you would lay it out on the porch right next
11 to the kitchen. Attached to the kitchen.
12 And we'd lay it out and we had a scrub brush
13 and we used to put some detergent, washing
14 powder, and scrub that before and you'd have
15 to rinse it. Shake it, then scrub it, then
16 rinse it, then put it in the machine.

17 Q. And when you would shake it, you
18 were shaking the dust out of the clothes?

19 A. Yes.

20 Q. And that included the dust that
21 your dad came home from working?

22 A. Yes.

23 Q. And your brothers --

24 BY MS. MCQUILLAR:

25 Object to form.

1 Q. -- who were working at Avondale at
2 the time --

3 A. Yes.

4 Q. -- that included that?

5 BY MS. ST. JULIEN:

6 Object to form.

7 Q. When your dad came home from work,
8 did he have white dust from head to toe?

9 A. Yes.

10 BY MS. MCQUILLAR:

11 Object to form.

12 Q. And Tommy was the youngest. What
13 kind of interaction would Tommy have with your
14 dad?

15 A. Oh, he didn't care what his
16 daddy -- how dirty he was. He was always on
17 my daddy and my mom. He was really close to
18 them.

19 Q. So your dad would -- he would sit
20 on your dad's lap?

21 A. Oh, yes.

22 BY MS. MCQUILLAR:

23 Object to form.

24 Q. And your dad was in his work
25 clothes?

1 REPORTER'S CERTIFICATE

2
3 I, Marsha M. Donnelly, Certified Court
4 Reporter in and for the State of Louisiana,
5 Certificate No. 95012, which is current and
6 in good standing, as the Officer before whom
7 this testimony was taken, do hereby certify
8 that the above-named witness, after having
9 been first duly sworn by me upon authority of
10 R.S. 37:2554, did testify as hereinabove set
11 forth; that this testimony was reported by me
12 in the stenotype reported method, was
13 prepared and transcribed by me or under my
14 personal direction and supervision, and is a
15 true and correct transcript to the best of my
16 ability and understanding; that I am not
17 related to counsel or to the parties herein,
18 nor am I otherwise interested in the outcome
19 of this matter.

20
21 

22 Marsha M. Donnelly
23 Certified Shorthand Reporter
24
25



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET
Plaintiff

CIVIL ACTION NO.
2:22-cv-2584

VERSUS

JUDGE CARL J. BARBIER

HUNTINGTON INGALLS
INCORPORATED, ET AL
Defendants

MAGISTRATE MICHAEL
NORTH

DEPOSITION OF LIBBY ELOIE RIVET, taken at HOME2 SUITES BY HILTON, 1701 11TH STREET, HARVEY, LOUISIANA 70058, and also via Zoom, in the above-entitled cause on the 20th of April, 2023 commencing at 10:04 a.m.

REPORTED BY:CHERIE' E. WHITE

CCR (LA), CSR (TX), CSR (MS), RPR
CERTIFIED COURT REPORTER

1 records. And they came in three PDFs; and
2 I think there was a personnel file, a
3 medical file, and a group health file, but
4 for purposes of today's deposition, I'm
5 going to attach all of those documents in
6 globo as Exhibit No. 1 to the deposition
7 transcript.

8 (Exhibit 1 marked for identification.)

9 BY MR. SAUNDERS:

10 Q. Mr. Rivet, for the record, can you
11 please tell me your full name?

12 A. Libby Rivet, Junior.

13 Q. Okay. Have you ever gone by any
14 nicknames or anything other than Libby?

15 A. That's it.

16 Q. Okay. Now, I understand that for
17 sometime you worked at Avondale, correct?

18 A. Yes, sir.

19 Q. Okay. Did you have any nicknames at
20 Avondale? I know that was common.

21 A. Bone Head.

22 Q. Yeah?

23 A. Yeah.

24 Q. Okay. And, Mr. Rivet, what is your
25 date of birth?

1 Asked and answered.

2 BY MR. SAUNDERS:

3 Q. Now, when you were a helper and came
4 and cleaned up after an insulating crew, did your
5 work as a helper create dust that you could see
6 in the air?

7 A. Yes, sir.

8 Q. Okay. Do you recall that dust that
9 you could see in the air in connection with your
10 work as a helper, did that get on your body and
11 your clothes?

12 A. Yes, sir.

13 DEFENSE COUNSEL:

14 Object to form.

15 BY MR. SAUNDERS:

16 Q. Do you recall at any time that you
17 worked at Avondale working around boilermakers?

18 A. Not that I know of.

19 Q. Okay. Did you ever during your time
20 at Avondale work around the crews that would
21 install the wallboards in the living portions of
22 the vessels?

23 DEFENSE COUNSEL:

24 Object to the form.

25 THE WITNESS:

1 Yeah.

2 BY MR. SAUNDERS:

3 Q. You did?

4 A. (Nodded head affirmatively.)

5 Q. Do you remember at all the -- the
6 name of that company that would do that work?

7 A. Yeah. I don't remember.

8 Q. Okay. All right. Have you ever
9 heard of Hopeman Brothers?

10 A. It sounds -- sounds familiar.

11 Q. Okay. What --

12 MR. BELL:

13 Can we take a break?

14 MR. SAUNDERS:

15 What's that?

16 MR. BELL:

17 A restroom break?

18 MR. SAUNDERS:

19 Yeah. Sure.

20 MR. BELL:

21 I'm sorry. You don't mind?

22 (A short recess was taken.)

23 MR. SAUNDERS:

24 All right. We are back on.

25 BY MR. SAUNDERS:

1 Q. You don't remember?

2 A. I don't remember.

3 Q. Okay. Do you recall one way or
4 another whether that process of installing those
5 boards was a dusty or dirty process?

6 DEFENSE COUNSEL:

7 Object to the form.

8 THE WITNESS:

9 Dusty.

10 BY MR. SAUNDERS:

11 Q. I'm sorry?

12 A. Dusty.

13 Q. Okay. And you recall seeing that
14 with your eyes?

15 DEFENSE COUNSEL:

16 Object to the form.

17 THE WITNESS:

18 Yes, sir.

19 BY MR. SAUNDERS:

20 Q. Okay. And is that a dust that you
21 recall personally would get on your body or
22 clothes?

23 DEFENSE COUNSEL:

24 Object to the form.

25 THE WITNESS:

1 Yes, sir.

2 BY MR. SAUNDERS:

3 Q. Were you ever told during your time
4 at Avondale as a helper that you were not
5 supposed to go near that type of work when it was
6 being done?

7 A. No, sir.

8 Q. Okay. Do you ever recall when that
9 work was going on in connection with putting
10 those -- those wallboards up, do you recall
11 anyone using any type of vacuum or collection
12 system to try to capture that dust?

13 A. I don't remember, no. No.

14 Q. I asked you earlier what types of
15 vessels or ships you remembered working aboard
16 during your time at Avondale, and you said maybe
17 Navy ships, correct?

18 A. Navy ships.

19 Q. The work that I've been asking you
20 about about the insulating crews and the
21 wallboard application and all the other
22 equipment, you've been telling me what you did as
23 a helper or a cleanup crew member, correct?

24 A. Yes, sir.

25 Q. And that would be aboard those Navy

1 A. My mama.

2 Q. Okay.

3 A. The family. We will just say
4 family.

5 Q. Sure. Okay. Did you ever -- did
6 you ever help your mom or watch your mom --

7 A. Yes, sir.

8 Q. -- do the laundry?

9 A. Yes.

10 Q. How did she do that laundry from
11 your -- from the work clothes?

12 A. Separate. They would do it
13 separate.

14 Q. Sure. Okay. Did your brother Tommy
15 ever do the family laundry?

16 A. Yes.

17 Q. Okay.

18 A. Well, everybody did.

19 Q. Did you ever do the laundry
20 sometimes?

21 A. Yes, sir. Yes, sir.

22 Q. And that would include your work
23 clothes?

24 A. Yes, sir.

25 Q. Okay. Mr. Rivet, other than when

1 Q. Now, you mentioned that -- you were
2 talking about that the family helped out with the
3 laundry. I want to -- I'm going to test your
4 memory here, Mr. Rivet.

5 So during that -- between 19 -- I
6 wrote these dates wrong. '70 and '71 during the
7 three time periods that you worked at Avondale,
8 did you have a specific memory of your brother,
9 Tommy, helping with that laundry during that
10 timeframe?

11 A. Yes, sir.

12 Q. Okay. What makes you have a
13 specific memory of that specific timeframe when
14 you were 18 years old of your brother Tommy
15 helping with laundry?

16 A. Because everybody, all the family,
17 you know, we all get together and we just take
18 turns washing the clothes and everything.

19 Q. So there was -- including your
20 parents, there's 16 of you-all?

21 A. Yes.

22 Q. So how did it work? I mean,
23 obviously 16 people aren't doing the laundry at
24 the same time.

25 A. No.

1 A. Yes.

2 Q. Did you and your father ever work
3 together at Avondale?

4 A. Well, we worked in the same yard
5 sometimes, and sometimes, you know, if I worked,
6 I worked there.

7 Q. And that was a bad question. I
8 understand you worked in the same yard, but did
9 you-all ever work side by side together during
10 the three stints that you worked at Avondale?

11 A. No.

12 Q. Okay. And you mentioned that --
13 well, I don't know if you mentioned this or not,
14 but I believe your -- let's go off the record.

15 (A discussion was held off the record.)

16 MR. KINLER:

17 We can go back on the record. Sorry
18 about that.

19 BY MR. KINLER:

20 Q. Mr. Rivet, your brother Lipton, what
21 did he do for a living?

22 A. He was welding.

23 Q. Okay. And do you know where he
24 worked?

25 A. Avondale. That's -- Avondale.

1 with your dad, but did you ever see your dad do
2 his work?

3 A. Yes.

4 Q. What did you see your father doing
5 at Avondale?

6 A. Cutting.

7 Q. Cutting what?

8 A. Iron, cutting material.

9 Q. What was the material he was
10 cutting?

11 A. Steel plates.

12 Q. Other than cutting steel plates, did
13 you ever see your father do any other work?

14 A. No, not that I remember.

15 Q. And let me ask the same question of
16 your brother Lipton.

17 Did you ever see your brother doing
18 any work at Avondale?

19 A. Welding like material.

20 Q. Where would your brother be welding?

21 MS. ROUSSEL:

22 Object to the form of the question.

23 THE WITNESS:

24 I don't remember.

25 BY MS. PUENTE:

1 Yes.

2 BY MS. ROUSSEL:

3 Q. And the insulators were working on
4 the piping and the equipment in the engine room,
5 weren't they?

6 A. Right.

7 DEFENSE COUNSEL:

8 Object to the form.

9 BY MS. ROUSSEL:

10 Q. And so whatever the insulators were
11 working with you were exposed to, correct?

12 DEFENSE COUNSEL:

13 Object to the form.

14 THE WITNESS:

15 Yes.

16 BY MS. ROUSSEL:

17 Q. And you brought some of that home on
18 your clothing?

19 DEFENSE COUNSEL:

20 Object to the form.

21 THE WITNESS:

22 Yes.

23 BY MS. ROUSSEL:

24 Q. Did you see during that time period
25 your father working in the engine rooms at

1 Avondale Shipyards?

2 MULTIPLE DEFENSE COUNSEL:

3 Object to the form.

4 THE WITNESS:

5 Yes.

6 BY MS. ROUSSEL:

7 Q. And, likewise, during that time
8 period, did you see your father working in the
9 living quarters of the ships?

10 DEFENSE COUNSEL:

11 Object to the form.

12 THE WITNESS:

13 Sometimes.

14 BY MS. ROUSSEL:

15 Q. Okay. And, likewise, everything
16 that you were being exposed to when he was
17 working in the engine rooms, both you and he were
18 being exposed --

19 A. Yes.

20 Q. -- to the same kind of insulation
21 products?

22 A. Yes.

23 DEFENSE COUNSEL:

24 Objection to form. Misstates prior
25 testimony.

1 BY MS. ROUSSEL:

2 Q. And you and your father were also --
3 if the insulators or the boilermakers or whatever
4 was occurring in the engine room at that time,
5 both and you father would have been exposed --

6 A. Yes.

7 Q. --to the same products?

8 A. Yes.

9 DEFENSE COUNSEL:

10 Objection form.

11 BY MS. ROUSSEL:

12 Q. You talked about this glue or
13 adhesive that you actually worked with yourself.
14 The insulators also worked with that same glue --

15 A. Yes.

16 Q. -- Correct?

17 MS. ST. JULIEN:

18 Object to the form.

19 Mischaracterizes his prior testimony.

20 Assumes facts not in evidence.

21 BY MS. ROUSSEL:

22 Q. And that glue that you were using
23 yourself, would that get on your clothing?

24 A. Yes.

25 MS. ST. JULIEN:

1 BY MS. ROUSSEL:

2 Q. Describe to me what your clothes
3 looked like during that time period when you were
4 a helper.

5 A. Dusty.

6 Q. Did you have dust --

7 A. Dust, white, yeah.

8 Q. And you had dust from head to toe?

9 A. Yes.

10 Q. Likewise --

11 MS. ST. JULIEN:

12 Object to the form.

13 (A discussion was held off the record.)

14 BY MS. ROUSSEL:

15 Q. Okay. Now, likewise, when you
16 father was working at Avondale Shipyard, describe
17 to me what his clothing looked like.

18 A. About the same, dusty from head to
19 toe.

20 Q. When you were at work -- when you
21 were a helper working in the living quarters, you
22 said that they were cutting wallboard and putting
23 up wallboard.

24 A. Yes.

25 Q. And, as a helper, did you have to

1 clean up the dust from that cut wallboard?

2 MULTIPLE DEFENSE COUNSEL:

3 Object to the form.

4 THE WITNESS:

5 Yes.

6 BY MS. ROUSSEL:

7 Q. And when you cleaned up the dust
8 from this wallboard that had been cut, did you
9 use the same -- did you do it the same way as you
10 described --

11 A. Yes.

12 Q. -- in the engine room?

13 A. Yes.

14 MR. BELL:

15 Object to the form.

16 BY MS. ROUSSEL:

17 Q. You swept it with a whisk broom?

18 A. Yes.

19 MR. BELL:

20 Object to the form.

21 BY MS. ROUSSEL:

22 Q. And, of course, not only did you
23 have to clean up the dust, but you had to clean
24 up the scraps of the wallboard that were --

25 A. Yes.

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REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original seal on this page.

I, CHERIE' E. WHITE, Certified Court Reporter, in and for the State of Louisiana, do hereby certify that Libby Eloie Rivet, to whom the oath was administered, after having been duly sworn by me upon authority of R.S. 37:2554, did testify as hereinbefore set forth in the foregoing 135 pages; that this testimony was reported by me in the stenotype reporting method, was prepared and transcribed by me or under my personal direction and supervision, and is a true and correct transcript to the best of my ability and understanding; that I am not related to counsel or the parties herein, nor am I otherwise interested in the outcome of this matter.

Cherie E. White

CHERIE' E. WHITE, CCR (LA NO. 96002)
CSR (TX NO. 10720)
CSR (MS NO. 1514)
RPR (NATIONAL NO. 839452)

Baril, Gerard

September 15, 2023

1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET, *
Plaintiff, * Civil Action No.
versus * 2-22-cv-2584
HUNTINGTON INGALLS, *
Defendant. *

Friday, September 15, 2023
Remote Videotaped Deposition of
GERARD BARIL
10:00 A.M. EASTERN TIME



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202-220-4158

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Baril, Gerard

September 15, 2023

9

1 MR. SAUNDERS: Thank you, Jonathan.

2 BY MR. SAUNDERS:

3 Q. Mr. Baril, please state your full name for
4 the record.

5 A. **Gerard L. Baril.**

6 Q. What is your business address?

7 A. **21224 Tabot Boulevard, Hayward, California**
8 **94545.**

9 Q. And you and I have been through this a
10 number of times, so I know you are very familiar with
11 the deposition process. I see no reason to go over
12 any of those ground rules again. But just as a
13 courtesy, as I always do, I will remind you, it is
14 very easy for us to talk over each other, especially
15 in this setting where the testimony is being taken
16 via Zoom.

17 I am going to do my absolute best to not
18 speak over you and let you finish your answer before
19 I ask you my next question, and I would just ask that
20 you to allow me to finish my question, even if you
21 know what I'm asking you so the court reporter can
22 take us all down accurately.

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1 Libby Rivet, Sr., Libby Rivet, Jr., and Lipton Rivet.

2 Correct?

3 **A. That is correct.**

4 Q. Okay. And what is your understanding of
5 the time frame during which Mr. Tommy Rivet is
6 alleged to have been para-occupationally exposed to
7 asbestos emanating from the work clothes of his
8 family members?

9 **A. There's a couple of clarifications on that.**

10 Q. Sure.

11 **A. It's not just the work clothes which is the**
12 **source of his para-occupational exposure but also the**
13 **resulting contamination of the home. So as far as**
14 **the time frame of Tommy Rivet's para-occupational**
15 **exposure, basically, from the day he was born or**
16 **brought to this house as a baby up until**
17 **approximately 1976.**

18 Q. Okay. Now, before I move on to more
19 specific questions, I want to make sure that I
20 understand your opinions completely in this case.
21 You agreed with me that Mr. Rivet's para-occupational
22 exposure to asbestos emanating from Avondale came via

1 his father and two brothers. Correct?

2 **A. Yes.**

3 Q. Okay. Now, as an industrial hygienist,
4 very broadly speaking, it is your opinion that those
5 para-occupational exposures were sufficient to
6 increase his risk of developing mesothelioma.
7 Correct?

8 **A. Yes.**

9 Q. Okay. Am I correct that it is of no moment
10 to you as an industrial hygienist, nor is it of any
11 moment in your opinion as to which family member
12 brought any specific fiber home on a specific day?

13 **A. I'm not sure what you mean by moment.**

14 **Could you --**

15 Q. Sure. Broadly speaking, Mr. Tommy Rivet's
16 exposures would have been overlapping from all three
17 of these individuals at various times. Correct?

18 **A. Oh, yes.**

19 Q. Just very broadly speaking, I'm about to
20 start asking you about certain products, equipment,
21 suppliers, contractors, things of that nature. When
22 you're reaching your opinions in this case, is it

1 (An objection to form was made.)

2 BY MR. SAUNDERS:

3 Q. Can you just give me a thumbnail
4 description of your understanding of the work that
5 Hopeman Brothers would have done at Avondale during
6 the relevant time period?

7 (An objection to form was made.)

8 THE WITNESS: Yes. Essentially, Hopeman
9 Brothers was in charge of installing asbestos wall
10 panels in living quarters aboard ships. In order to
11 install these boards, they had to cut them to size,
12 typically using Skil saws.

13 The process of cutting the boards and
14 installing them with these airborne asbestos fibers,
15 anyone within the proximity would either inhale those
16 fibers or the quarters would be contaminated with the
17 resulting dust.

18 Additionally, none of witnesses indicate
19 that -- let me rephrase that. The witnesses
20 indicated that Hopeman Brothers did not do anything
21 to contain exposure to asbestos released by using
22 Skil saws. They provided no hazard warnings.

1 Basically, they had no control such as local exhaust
2 systems to capture the dust generated by the Skil
3 saws, those local exhausts to capture the
4 contaminants at the point of ventilation. And
5 consequently, those fibers would have been inhaled
6 and contaminated the clothing of others in the area
7 such as the Rivet family members at Avondale,
8 resulting in an inhalation exposure sustained by
9 Tommy when he inhaled dust released from their
10 clothing.

11 (An objection was made to the nonresponsive
12 portion.)

13 BY MR. SAUNDERS:

14 Q. You gave me a lot to work with there. I
15 appreciate that. I'm going to try to --

16 **A. It was a very broad question.**

17 Q. I understand. I understand.

18 (Objection to lack of a question and
19 commentary was made.)

20 MR. SAUNDERS: I'll get there, Troy. I
21 promise.

22 MR. BELL: I'm coming behind you.

Baril, Gerard

September 15, 2023

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1 Q. You will agree with me that on page 77 and
2 78 under the section Discussion, Dr. Millette reports
3 that wet adhesives are not released into the air to
4 any measurable extent while applying materials. Then
5 he further goes on to say that -- he further goes on
6 to say, regarding testimony regarding dry dock of the
7 powder, and they didn't calculate a certain
8 concentration.

9 A. That's stated in that paragraph. They
10 detected airborne chrysotile -- chrysotile fibers but
11 they didn't calculate a concentration.

12 MS. ST. JULIEN: Mr. Baril, those are all
13 the questions I have. Thank you.

14 THE WITNESS: Okay. Anyone else?

15 MR. SAUNDERS: Thank you.

16 THE VIDEOGRAPHER: This concludes today's
17 proceedings. We are going off the record. The time
18 is 12:08 p.m.

19 (Whereupon, at 12:08 p.m., the deposition
20 of Gerard Baril concluded.)

21 CERTIFICATE OF NOTARY PUBLIC

22 I, Carol J. Robinson, RPR the officer

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Baril, Gerard

September 15, 2023

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1 before whom the foregoing cause was taken, do hereby
 2 certify that the witness whose testimony appears in
 3 the foregoing transcript was taken by me in shorthand
 4 at the time mentioned in the caption hereof and
 5 thereafter transcribed by me; that said transcript is
 6 a record of the testimony given by said witness to
 7 the best of my ability; that I am neither counsel
 8 for, related to, nor employed by any parties to the
 9 action; and further, that I am not a relative or
 10 employee of any counsel or attorney employed by the
 11 parties hereto, nor financially or otherwise
 12 interested in the outcome of this action.

13 

CAROL J. ROBINSON

Notary Public in and for the

District of Columbia

17
 18 My commission expires:
 19 March 15, 2025

20
 21
 22

DR. STEPHEN KRAUS

September 20, 2023

1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CIVIL ACTION NO. 2-22-CV-2584
JUDGE DARREL JAMES PAPILLION
MAGISTRATE JUDGE MICHAEL B. NORTH

TOMMY RIVET
Plaintiff

VERSUS

HUNTINGTON INGALLS, INCORPORATED, ET AL
Defendants

Videotaped Deposition of DR. STEPHEN KRAUS,
taken on September 20, 2023, via Zoom.US and in
the Law Offices of Roussel & Clement, 1550 West
Causeway Approach, Mandeville, Louisiana 70471.

REPORTED BY:
LESLIE L. NICOSIA
CERTIFIED COURT REPORTER



DR. STEPHEN KRAUS

September 20, 2023

7

1 understand you normally waive it.

2 BY THE WITNESS:

3 I waive it.

4 EXAMINATION BY MR. POWELL:

5 Q. Good morning, Dr. Kraus. My name is
6 Kevin Powell. I represent Huntington Ingalls,
7 Incorporated in this case. Can we get your
8 name, please?

9 A. Stephen, S-t-e-p-h-e-n, Terry,
10 T-e-r-r-y, Kraus, K-r-a-u-s.

11 Q. You're here today to talk to us in the
12 case involving Tommy Rivet; is that right?

13 A. Yeah. Yes. Yeah.

14 Q. How do you pronounce it? Rivet? How
15 do you pronounce it?

16 A. Rivet, R-i-v-e-t.

17 Q. You've been retained in this case by
18 plaintiff's counsel to testify as a medical
19 expert in the Rivet case, correct?

20 A. That's correct.

21 Q. I don't think we are going to be too
22 long this morning. I know we have taken some
23 depositions in recent months that have gone
24 fairly long. This one is pretty much straight
25 Avondale, as far as I'm aware. Is that your

DR. STEPHEN KRAUS

September 20, 2023

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1 BY MS. PUENTE:

2 Object to form.

3 BY THE WITNESS:

4 Yes.

5 EXAMINATION BY MR. POWELL:

6 Q. Did Tommy Rivet have significant
7 para-occupational exposure to asbestos from
8 Foster Wheeler boilers that were installed on
9 ships at Avondale?

10 BY MS. PUENTE:

11 Object to form.

12 BY THE WITNESS:

13 Yes.

14 EXAMINATION BY MR. POWELL:

15 Q. Were those exposures to asbestos from
16 the Foster Wheeler boilers a significant
17 contributing factor in causing Tommy Rivet's
18 mesothelioma and death?

19 BY MS. PUENTE:

20 Object to form.

21 BY THE WITNESS:

22 Yes.

23 EXAMINATION BY MR. POWELL:

24 Q. Did Tommy Rivet have significant
25 para-occupational exposures to asbestos from the

DR. STEPHEN KRAUS

September 20, 2023

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1 wallboard work that was conducted by Hopeman
2 Brothers on ships at Avondale?

3 BY MR. BELL:

4 Object to the form.

5 BY THE WITNESS:

6 Yes.

7 EXAMINATION BY MR. POWELL:

8 Q. Did -- Tommy Rivet's exposure to
9 asbestos from the work at Hopeman Brothers, was
10 that -- was that exposure a significant
11 contributing factor in causing Tommy Rivet's
12 mesothelioma and death?

13 BY MR. BELL:

14 Object to the form.

15 BY THE WITNESS:

16 Yes.

17 EXAMINATION BY MR. POWELL:

18 Q. The Hopeman Brothers workers -- I
19 think you are familiar, and you mentioned in
20 your report that that was a wallboard material.
21 I think you're also familiar with the use of
22 Maronite, an amosite-containing material that
23 was laminated with various veneers. One of
24 those was used on ships was a product called
25 "Micarta" manufactured by Westinghouse. Do you

C E R T I F I C A T E

1
2 This certification is valid only for a transcript with my
original signature and original required seal on this page.

3
4 I, LESLIE L. NICOSIA, Certified Court Reporter in and for
the State of Louisiana, the "Officer" before whom this sworn
testimony was taken, do hereby certify:

5
6 That DR. STEPHEN KRAUS, to whom oath was administered by
me upon authority of R.S. 37:2554, did testify as herein set
forth in the foregoing pages;

7
8 That this proceeding and testimony was reported by me in
stenotype method, was prepared and transcribed by me or under
my personal direction and supervision, and is a true and
9 correct transcript to the best of my ability and
understanding;

10
11 That this transcript has been prepared in compliance with
transcript format guidelines required by statute or rules of
the Board, and I am informed about the complete arrangement,
12 financial or otherwise, with the person or entity making
arrangements for deposition services;

13
14 That I have acted in compliance with the prohibition on
contractual relationships as defined by Louisiana Code of
Civil Procedure Article 1434 and in rules and advisory
15 opinions of the Board;

16
17 That I have no actual knowledge of any prohibited
employment or contractual relationship, direct or indirect,
between a court reporting firm and any party litigant in this
18 matter, nor is there any such relationship between myself and
a party litigant in this matter;

19
20 That I am not related to counsel or to the parties
herein, nor am I otherwise interested in the outcome of this
matter.

21


22
23
24
25

LESLIE L. NICOSIA, CCR
Cert. No. 95004

JOHNS, PENDLETON, FAIRBANKS & FREESE

CERTIFIED COURT REPORTERS
315 METAIRIE ROAD, SUITE 101
METAIRIE, LA 70005
PHONE (504) 219-1993

Landreneau, M.D., Rodney J.

September 18, 2023

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
CIVIL ACTION NO. 2-22-cv-2584

TOMMY RIVET,

Plaintiff,

vs.

HUNTINGTON INGALLS INCORPORATED,
ET AL.,

Defendants.

_____ /

VIDEOTAPED DEPOSITION OF
RODNEY J. LANDRENEAU, M.D.

Pages 1 - 104

Holiday Inn Express & Suites
2580 Gulf to Bay Boulevard
Clearwater, Florida 33765

Monday, September 18, 2023

Stenographically Reported By:

Denise Sankary, RPR, RMR, CRR

Job No. 54245



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Landreneau, M.D., Rodney J.

September 18, 2023

7

1 Dr. Landreneau.

2 THE COURT REPORTER: Doctor, would you
3 raise your right hand, please?

4 Do you swear the testimony you're about to
5 give today will be the truth, the whole truth,
6 and nothing but the truth?

7 THE WITNESS: Yes.

8 THE COURT REPORTER: Thank you.

9 THE WITNESS: Good morning.

10 Thereupon:

11 RODNEY J. LANDRENEAU, M.D.

12 having been first duly sworn, was examined and
13 testified as follows:

14 MR. LASSEUS: Excuse me. Do we have the
15 usual stipulations?

16 MS. ROUSSEL: Yes. All objections are
17 reserved except as to form and responsiveness.
18 And an objection by one is good as to all.

19 That was Ed Lasseus.

20 And you can just put, when they object:
21 Defense counsel objects.

22 DIRECT EXAMINATION

23 BY MS. CAPODICE:

24 Q. Good morning, Dr. Landreneau.

25 Are you ready to start?

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1 BY MS. CAPODICE:

2 Q. The next sentence of your report, you say
3 that Tommy Rivet's father and brothers described
4 working around the cutting of wallboard performed by
5 Hopeman Brothers.

6 Do you see that?

7 **A. Yes.**

8 Q. Is it your opinion that Tommy Rivet's
9 father and brothers sustained exposure to asbestos
10 that is attributable to Hopeman Brothers' wallboard
11 work?

12 DEFENSE COUNSEL: Object to form. Lack of
13 foundation. Assumes facts not in evidence.

14 **A. Yes.**

15 BY MS. CAPODICE:

16 Q. Is it your opinion that Tommy Rivet
17 sustained exposure to asbestos attributable to
18 Hopeman Brothers' wallboard work?

19 DEFENSE COUNSEL: Object to form. Lack of
20 foundation.

21 **A. Yes.**

22 BY MS. CAPODICE:

23 Q. In your opinion, was that exposure a
24 substantial contributing cause of his mesothelioma?

25 DEFENSE COUNSEL: Object to form. Lack of

Landreneau, M.D., Rodney J.

September 18, 2023

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1 foundation.

2 **A. Yes.**

3 BY MS. CAPODICE:

4 Q. In your opinion, was Tommy Rivet exposed
5 to asbestos for both the Marinite and the Micarta
6 portions of Hopeman's wallboards?

7 DEFENSE COUNSEL: Object to the form.

8 **A. Yes.**

9 BY MS. CAPODICE:

10 Q. Was the exposure that Tommy Rivet
11 sustained from the Marinite portion of those boards
12 a substantial contributing cause of his
13 mesothelioma?

14 **A. Yes.**

15 Q. Was the exposure that Tommy Rivet
16 sustained from the Micarta portion of those
17 wallboards a substantial contributing cause of his
18 mesothelioma?

19 DEFENSE COUNSEL: Object to the form.

20 **A. Yes.**

21 BY MS. CAPODICE:

22 Q. I want to jump now to page 25 of your
23 report.

24 Are you with me?

25 **A. Yes.**

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Landreneau, M.D., Rodney J.

September 18, 2023

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CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF PINELLAS

I, DENISE SANKARY, Registered Merit Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing videotaped deposition of RODNEY J. LANDRENEAU, M.D.; pages 1 through 102; that a review of the transcript was not requested; and that the transcript is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 27th day of September, 2023.



DENISE SANKARY, RPR, RMR, CRR

BIRTH NO. 119-1986-022-00801

1A CHILD'S LAST NAME RAGUSA				
1B FIRST NAME VALERIE			1C SECOND NAME ANN	
2A BIRTH DATE [REDACTED], 1986	2B TIME OF BIRTH 12:32 PM	3 SEX FEMALE	4 NUMBER BORN SINGLE	5 BIRTH ORDER
6A PLACE OF BIRTH (CITY, TOWN, OR LOCATION) GRETNA				
6B PARISH OF BIRTH JEFFERSON				
6C NAME OF HOSPITAL OR INSTITUTION MEADOWCREST HOSPITAL				
7A RESIDENCE OF MOTHER (CITY, TOWN, OR LOCATION) MARRERO				
7B PARISH JEFFERSON		7C STATE LOUISIANA		7D ZIP CODE 70072
7E STREET ADDRESS OF RESIDENCE 441 ST. ANN ST				
8A FATHER'S LAST NAME RAGUSA				
8B FIRST NAME FRANK			8C SECOND NAME PAUL	
8D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) NEW ORLEANS, LOUISIANA				
8E AGE AT THIS BIRTH 33				
9A MOTHER'S MAIDEN NAME POLKEY				
9B FIRST NAME MAXINE			9C SECOND NAME BECKY	
9D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) NEW ORLEANS, LOUISIANA				
9E AGE AT THIS BIRTH 29				
FILE DATE MAY 22, 1986		DATE ISSUED JULY 25, 1986		

Sandra L. Robinson, M.D.

SANDRA L. ROBINSON, M.D., M.P.H.
SECRETARY & STATE HEALTH OFFICER
DEPARTMENT OF HEALTH & HUMAN RESOURCES



THE ABOVE IS A TRUE CERTIFICATION OF NAME AND BIRTH FACTS ON FILE IN THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA — R.S. 40:32. ET SEQ.

EXHIBIT
2

Stanley G. Brown
STATE REGISTRAR

CERTIFICATION OF DEATH

BIRTH NUMBER:

STATE FILE NUMBER: 2023-002-0037

9283656

DECEDENT	DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)		DATE OF BIRTH	DATE OF DEATH	TIME OF DEATH
	RIVET, TOMMY PAUL		1957	01/27/2023	10:56 PM
	PLACE OF BIRTH - (CITY, STATE, COUNTRY)		SEX	SOCIAL SECURITY NUMBER	AGE
	NEW ORLEANS, LA UNITED STATES		MALE	4385	66 YEARS
	DECEDENT'S ALIAS NAME(S) - (LAST, FIRST, MIDDLE, SUFFIX):				
	RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY)			WITHIN CITY LIMITS?	PARISH/COUNTY
	1501 FILMORE ST., MORGAN CITY, LA 70380 UNITED STATES			YES	ST. MARY
	EVER IN U.S. ARMED FORCES?		OCCUPATION	INDUSTRY OF OCCUPATION	
	NO		TRUCK DRIVER	TRANSPORTATION	
	MARITAL STATUS		NAME OF SURVIVING SPOUSE (LAST, FIRST, MIDDLE, SUFFIX)		
MARRIED		MAYON, JANET			
FATHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)		FATHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY)			
RIVET, LIBBY ELOIE		LA ROSE, LA UNITED STATES			
MOTHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)		MOTHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY)			
TRUJILLO, MARIE JULIE		THIBODAUX, LA UNITED STATES			
INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)		RELATIONSHIP TO DECEDENT	INFORMANT'S ADDRESS		
RIVET, KAYLA		DAUGHTER	1633 CHESTNUT DR., MORGAN CITY, LA 70380 UNITED STATES		
EDUCATION: 8TH GRADE OR LESS					
OF HISPANIC ORIGIN?: NO, NOT SPANISH/HISPANIC/LATINO					
RACE: WHITE					
DEATH INFO	PLACE OF DEATH		FACILITY NAME		
	INPATIENT		OCHSNER ST. MARY		
FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY)			PARISH/COUNTY		
1125 MARGUERITE ST., MORGAN CITY, LA 70380 UNITED STATES			ST. MARY		
DISPOSITION	METHOD OF DISPOSITION		PLACE OF DISPOSITION		
	BURIAL		MORGAN CITY CEMETERY		
PLACE OF DISPOSITION - (CITY, STATE, COUNTRY)			DATE OF DISPOSITION		
MORGAN CITY, LA UNITED STATES			02/02/2023		
FUNERAL FACILITY	FUNERAL FACILITY NAME		ADDRESS OF FUNERAL FACILITY		
	HARGRAVE FUNERAL HOME		1031 VICTOR II BLVD., MORGAN CITY, LA 70381 UNITED STATES		
	NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX)		LICENSE NUMBER	CORONER NOTIFIED?	
	GRANT, JANE E		E2865	N	
SIGNATURE OF FUNERAL DIRECTOR		DATE			
e-sign		2/1/2023			
MEDICAL INFO	MANNER OF DEATH		NATURAL		
	IF FEMALE?		NOT APPLICABLE		
	DID TOBACCO USAGE CONTRIBUTE TO DEATH?		NO		
CAUSE OF DEATH	PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.			APPROXIMATE INTERVAL: Onset to Death	
	IMMEDIATE CAUSE - (Final disease or condition resulting in death)			a. MESOTHELIOMA	
	Sequentially list conditions, if any, leading to the cause listed on line a.			b.	
	Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST			c.	
				d.	
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.					
WAS AN AUTOPSY PERFORMED?			FINDINGS USED IN DETERMINING CAUSE?		
NO			NOT APPLICABLE		
INJURY INFORMATION	PLACE OF INJURY		DATE OF INJURY	TIME OF INJURY	IF TRANSPORTATION INJURY, SPECIFY:
	LOCATION OF INJURY - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY)		PARISH/COUNTY		
	DESCRIBE HOW INJURY OCCURED				
CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 2/21/2023 TO 1/27/2023 AND THAT DEATH OCCURED ON THE DATE AND HOUR STATED AND DUE TO THE CAUSE(S) AND MANNER STATED.				
	SIGNATURE OF CERTIFIER		*e-sign*	DATE	1/30/2023
	CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX)		CEFALU, WILLIAM		
	CERTIFIER TITLE: CERTIFYING PHYSICIAN				
	CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY)				
	912 MARGUERITE ST., MORGAN CITY, LA 70380 UNITED STATES				
BURIAL TRANSIT PERMIT		PARISH OF ISSUE	DATE OF ISSUE	DATE FILED WITH REGISTRAR	
517206		ORLEANS	01/30/2023	2/1/2023	
REGISTRAR	SIGNATURE OF REGISTRAR		HADINE MIMS SMITH *e-sign*		
	ISSUED BY: Thibodaux, English				

Issued On: 3/3/2023 11:52:32 AM



009283656

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DEVIN GEORGE
STATE REGISTRAR

EXHIBIT

20



STATE OF LOUISIANA

CERTIFICATE OF LIVE BIRTH

L2516018

BIRTH NO. 17-1978-055-00294

1A CHILD'S LAST NAME
DANDRY

1B FIRST NAME
ERICA

1C SECOND NAME
MICHELLE

2A BIRTH DATE
[REDACTED] 1978

2B TIME OF BIRTH
8:10 PM

3 SEX
FEMALE

4 NUMBER BORN
SINGLE

5 BIRTH ORDER

6A PLACE OF BIRTH (CITY, TOWN, OR LOCATION)
MARRERO

6B PARISH OF BIRTH
JEFFERSON

6C NAME OF HOSPITAL OR INSTITUTION
WEST JEFFERSON GENERAL HOSPITAL

7A RESIDENCE OF MOTHER (CITY, TOWN, OR LOCATION)
WESTWEGO

7B PARISH
JEFFERSON

7C STATE
LOUISIANA

7D ZIP CODE
70094

7E STREET ADDRESS OF RESIDENCE
1318 EAST DRIVE

8A FATHER'S LAST NAME
DANDRY JR

8B FIRST NAME
MICHAEL

8C SECOND NAME
PETER

8D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY)
LOUISIANA

8E AGE AT THIS BIRTH
25

9A MOTHER'S MAIDEN NAME
LACOMBE

9B FIRST NAME
SUSAN

9C SECOND NAME
LOUISE

9D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY)
LOUISIANA

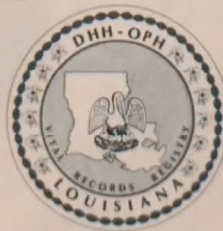
9E AGE AT THIS BIRTH
24

FILE DATE
OCTOBER 26, 1978

DATE ISSUED
MAY 14, 2004

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ISSUED BY: M. CONSTANT



THE ABOVE IS A TRUE CERTIFICATION OF NAME AND BIRTH FACTS ON FILE IN THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA — R.S. 40:32, ET SEQ.

J. Kean Moran
STATE REGISTRAR

WARNING: It is illegal to alter or counterfeit this copy.

EXHIBIT

21

STATE OF LOUISIANA

CERTIFICATION OF VITAL RECORD

CERTIFICATION OF BIRTH

3644970

CHILD'S NAME (LAST, FIRST, SECOND)
DANDRY, MONICA LEA

BIRTH NO: **119-1982-012-00006**

BIRTH DATE: [REDACTED] 1982 TIME OF BIRTH: **02:14 AM** SEX: **F** NUMBER BORN: **1** BIRTH ORDER: **1**

PLACE OF BIRTH (CITY, TOWN, OR LOCATION)
MARRERO

NAME OF HOSPITAL OR INSTITUTION
WEST JEFFERSON GENERAL HOSPITAL

RESIDENCE OF MOTHER (CITY, TOWN, OR LOCATION)
MARRERO

PARISH: **JEFFERSON** STATE: **LA** ZIP Code: **70072**

STREET ADDRESS OF RESIDENCE
2913 PRITCHARD ROAD

FATHER'S NAME (LAST, FIRST, SECOND)
DANDRY JR , MICHAEL PETER

CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY)
NEW ORLEANS, LOUISIANA

AGE AT THIS BIRTH
29

MOTHER'S MAIDEN NAME (LAST, FIRST, SECOND)
LACOMBE, SUSAN LOUISE

CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY)
NEW ORLEANS, LOUISIANA

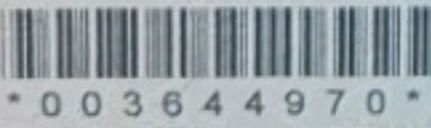
AGE AT THIS BIRTH
27

FILE DATE
March 24, 1982

DATE ISSUED
May 27, 2014 11:24:29 AM

A REPRODUCTION OF THIS DOCUMENT IS VOID AND INVALID. DO NOT ACCEPT
ISSUED BY: Sykes, Charlotte L.

EXHIBIT
22




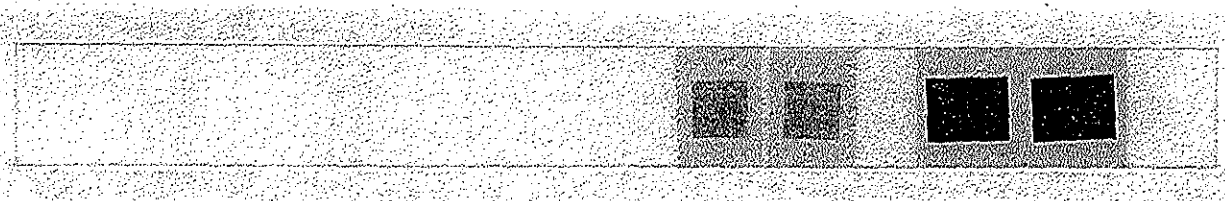
I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A CERTIFICATE OR DOCUMENT REGISTERED WITH THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA - R.S.40:32, ET SEQ.

Devin George
DEVIN GEORGE
STATE REGISTRAR



WARNING: IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS COPY.

[Redacted]		Dandry, Michael Peter Jr.			#9258	[Redacted] / 53			
SOCIAL SECURITY NUMBER		NAME - LAST, FIRST, MIDDLE			PHONE		BIRTH DATE		
CREDIT	ADDRESS					SPOUSE			
6/1/71	565 Oak Street Marrero, La. 70072			341-8830		Single			
6/1/71	Outside Mach. Hlpr. 2.30 Clark								
8/16/71	Quit-(485 hrs.) no vac due								
	ldw. 8/15/71								
DATE	OCCUPATION	RATE	SUPERVISOR	SHIFT	DATE	OCCUPATION	RATE	SUPERVISOR	SHIFT
									
DATE	TERMINATION INFORMATION				DATE	TERMINATION INFORMATION			
CLOCK NUMBER		NAME					PR 2	PR 4	



EMPLOYMENT APPLICATION

AVONDALE SHIPYARDS, INC. SHIPYARD DIV. SERVICE FOUNDRY DIV. AVONCEART DIV. BY THE BEACH DIV.

PERSONAL INFORMATION

NAME: **DANDRY JR. MICHAEL PETER**
 ADDRESS: **565 Oak Street Metairie Louisiana**
 SOCIAL SECURITY NO: [REDACTED]
 DATE: **May 24, 1971**
 PHONE: **341-3830**
 AGE: **18** HEIGHT: **5'-10"** WEIGHT: **135**
 COLOR OF EYES: **Brown** SEX: **Male**
 YEARS LIVED IN THIS STATE: **18**
 OTHER DEPENDENTS: **18**

Married Single Divorced Widowed

TATTOOS, MARKS, SCARS AND PHYSICAL DEFECTS

MILITARY SERVICE / BRANCH: _____ LENGTH OF SERVICE: _____ SERVICE NO: _____

TYPE OF DISCHARGE AND DATE: _____ PRESENT MILITARY STATUS: Reserves National Guard No Affiliation

SELECTIVE SERVICE CLASSIFICATION: **15H**

EDUCATION

SCHOOLS	YRS.	DATE LEFT SCH	GRADUATED	DEGREE AND MAJOR COURSES TAKEN
HIGH SCHOOL - NAME AND LOCATION			<input type="checkbox"/> Yes <input type="checkbox"/> No	
WEST JEFFERSON 2200 8th Harvey	12	May 29	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
COLLEGE - NAME AND LOCATION			<input type="checkbox"/> Yes <input type="checkbox"/> No	
OTHER			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Handwritten notes: 9258, 2.30, Clark's Creek, 5/31/71

GENERAL INFORMATION

EVER ARRESTED: Yes No

EVER RECEIVE COMPENSATION FOR AN INJURY: Yes No

HOLD U.S. GOVERNMENT SECURITY CLEARANCE: Yes No

PERSON TO NOTIFY IN CASE OF EMERGENCY: **Mrs. Joseph Dandry** ADDRESS: **716 Francis Street** PHONE AT HOME: **341-1791**

APPLYING FOR POSITION AS: _____ YEARS EMPLOYED: _____

Have Have not been employed by **AVONDALE SHIPYARDS, INC.** or any of its subsidiaries

You May May not contact my employer

GIVE COMPLETE EMPLOYMENT RECORD FOR PAST 10 YEARS—ACCOUNT FOR PERIODS OF UNEMPLOYMENT (On Reverse Side)

USE SEPARATE SHEET IF YOU NEED EXTRA SPACE

DATE WHEN HELD IMMEDIATE SUPERVISOR SALARY AT TERMINATION PERSON FOR USE ONLY

PREVIOUS EMPLOYMENT

PRESENT OR LAST EMPLOYER DANDRY'S FOOD STORE	ADDRESS - STREET 5933 4th Street	CITY Avondale	STATE Ariz	NO. OF YRS. AT ADDRESS WHERE EMPLOYED AND POSITION HELD Nov. 68 Butcher's Helper	SALARY AT TERMINATION \$1.65
KIND OF BUSINESS FOOD STORE	CITY Mesa	STATE Ariz	HOW How		
PREVIOUS EMPLOYER	ADDRESS - STREET	CITY	STATE	NO. OF YRS. AT ADDRESS WHERE EMPLOYED AND POSITION HELD	SALARY AT TERMINATION
KIND OF BUSINESS	CITY	STATE	HOW		
PREVIOUS EMPLOYER	ADDRESS - STREET	CITY	STATE	NO. OF YRS. AT ADDRESS WHERE EMPLOYED AND POSITION HELD	SALARY AT TERMINATION
KIND OF BUSINESS	CITY	STATE	HOW		

NAME AND ADDRESS OF NEAREST RELATIVES

RELATIVES

FATHER MICHAEL DANDRY Sr.	PRESENT ADDRESS - IF LIVING 565 Oak Street	NO. OF YRS. AT ADDRESS WHERE EMPLOYED AND POSITION HELD 16 years DANDRY'S SHOE REPAIR, OWNER
MOTHER MARY DANDRY	PRESENT ADDRESS - IF LIVING 565 Oak Street	NO. OF YRS. AT ADDRESS WHERE EMPLOYED AND POSITION HELD 16 years House wife
HUSBAND OR WIFE (CHILD)	PRESENT ADDRESS - IF LIVING	NO. OF YRS. AT ADDRESS WHERE EMPLOYED AND POSITION HELD

RELATIVES EMPLOYED BY AVONDALE SHIPYARDS, INC. OR SUBSIDIARIES

NAME	COMPANY AND POSITION HELD
Mr. Michael Dandry	Insurance Dept.

I hereby certify upon my honor that the answers given by me to the foregoing questions and statements made are true and correct. I have not received any of any kind and even if it is authorized and agreed that any misrepresentation made by me herein will constitute a fraudulent attempt to secure a benefit or any other benefit payable under this application and in connection with AVONDALE SHIPYARDS, INC., or any of its subsidiary companies if I have been employed. I agree to submit to physical examination and to authorize my former employers to give any information regarding my employment, together with any information they may have regarding me, whether or not it is in their possession, hereby release them and their company from any liability for any damage whatever for issuing same.

WITNESS

SIGNATURE OF APPLICANT

DATE

Mrs. Michael Dandry, Sr. **Michael Dandry Jr.** **May 24, 1973**

DO NOT WRITE BELOW THIS SPACE

REMARKS

SEPARATION REPORT

AS 7450

Name: Michael Dwyer Title: 8-16-71 Clock No.: 9258 Work No.:

Department: Outside Mach Job Classification: Asst Shift: Day Effective Time & Date: 8-16-71

Discharged Quits Layoffs Leave of Absence

PLEASE CHECK ANY OF THE FOLLOWING REASONS FOR DISCHARGES, LAYOFFS, & QUILTS AND GIVE FULL EXPLANATION BELOW

Discharged: Please refer to ASI Policy & procedure and check appropriate block or blocks.

GENERAL OFFENSES 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 Other

MAJOR OFFENSES 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 Other

IMMEDIATE DISCHARGE OFFENSES 1 2 3 4 5 Other

Quit or Resigned:

<input type="checkbox"/> Other Job	<input type="checkbox"/> Progress	<input type="checkbox"/> Moving Away	<input type="checkbox"/> Personal Problems
<input type="checkbox"/> Health	<input type="checkbox"/> Dismissed	<input type="checkbox"/> Self Employment	<input type="checkbox"/> Other Laid Off
<input checked="" type="checkbox"/> Attend School	<input type="checkbox"/> Temporary Problems	<input type="checkbox"/> Extra Work Only	<input type="checkbox"/> Lack of Work
<input type="checkbox"/> To Marry	<input type="checkbox"/> Military Service	<input type="checkbox"/> Objection to Night Work	<input type="checkbox"/> Reduction in Force

Explain Fully Reason For Separation:
Spinning Back to School

What Did You Do to Retain This Employer?

Is Employee Eligible for Rehire in Your Dept? Yes No

Any Other Dept? Yes No

Do You Need A Replacement? Yes No

Deductions: Insurance Stores-Tools

Approved by Supervisor: [Signature] Final Approval (Next in Line of Authority): _____

Original and Green Copy to Personnel - Retain Pink Copy. Attach Copies of All Pertinent Documents.

ALL Separations Are Reviewed by Management

AS: 3456 *3456* **SEPARATION REPORT** *8-15-71*

Name: **MICHAEL DANDRY** Date: **8-16-71** Clock No.: **9258** Work No.: *[Handwritten]*

Department: **OUTSIDE MACHINIST HELPER** Job Classification: **DAY** Effective Time & Date: **0700 8-16-71**

Discharged Layoffs Leave of Absence

PLEASE CHECK ANY OF THE FOLLOWING REASONS FOR DISCHARGES, LAYOFFS, & QUILTS AND GIVE FULL EXPLANATION BELOW

Discharged: Please refer to ASI Policy & procedure and check appropriate block or blocks.

GENERAL OFFENSES 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Other

MAJOR OFFENSES

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
 17 18 19 20 21 22 23 24 Other

IMMEDIATE DISCHARGE OFFENSES

1 2 3 4 5 Other

Quit or Resigned:

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Other Job | <input type="checkbox"/> Pregnant | <input type="checkbox"/> Moving Away | <input type="checkbox"/> Personal Problems |
| <input type="checkbox"/> Ill Health | <input type="checkbox"/> Dissatisfied | <input type="checkbox"/> Self Employment | <input type="checkbox"/> Other Laid Off |
| <input checked="" type="checkbox"/> Attend School | <input type="checkbox"/> Transportation Problems | <input type="checkbox"/> Extra Work Only | <input type="checkbox"/> Lack of Work |
| <input type="checkbox"/> To Marry | <input type="checkbox"/> Military Service | <input type="checkbox"/> Objection to Night Work | <input type="checkbox"/> Protection in Force |

Explain Fully Reason For Separation:

GRADE BACK TO SCHOOL

What Did You Do to Retain This Employee?

Is Employee Eligible for Rehire in Your Dept.?

Yes

No

Any Other Dept.?

Yes

No

Do You Need A Replacement?

Yes

No

Deductions:

Insurance

4.33

Stores-Fuels

Approved by Supervisor

Final Approval (Not in Line of Authority)

[Signature]

[Signature]

Original and Green Copy to Personnel - Retain Pink Copy. Attach Copies of All Pertinent Documents.

ALL Separations Are Reviewed by Management

CIVIL DISTRICT COURT FOR THE PARISH OR ORLEANS
STATE OF LOUISIANA

NO. 2022-09445 DIVISION "A" SECTION 16

HARRIS J. MATHERNE JR.

VERSUS

LOUISIANA INSURANCE GUARANTY ASSOCIATION, et al

(PARTICIPATING VIA ZOOM AS NOTED)

Videotaped Article 1442 Deposition of
HUNTINGTON INGALLS INCORPORATED THROUGH ITS
DESIGNATED REPRESENTATIVE DANNY JOYCE, given at
Blue Williams, LLC, 1060 West Causeway
Approach, Mandeville, Louisiana 70471, on
August 24th, 2023.

VIDEOGRAPHER:

GILLEY DELORIMIER (DEPO-VUE, INC.)

REPORTED BY:

JOSEPH A. FAIRBANKS, JR., CCR

CERTIFIED COURT REPORTER #75005

1 THE VIDEOGRAPHER:

2 We're now on the record. This is
3 the 1442 of Huntington Ingalls,
4 Incorporated, through its
5 representative Danny Joyce. This
6 deposition is being held today at 1060
7 West Causeway Approach, in Mandeville,
8 Louisiana, on August 24th, 2023, at
9 10:05 a.m.

10 DANNY JOYCE,
11 a witness named in the above stipulation,
12 having been first duly sworn, was examined and
13 testified on his oath as follows:

14 THE REPORTER:

15 Usual stipulation?

16 MR. BELL:

17 Yes.

18 MR. MINYARD:

19 Yes.

20 THE REPORTER:

21 Okay. One objection good for
22 all?

23 MR. BELL:

24 Yes.

25 MR. MINYARD:

1 Object to form.

2 EXAMINATION BY MR. CLEMENT:

3 Q. Is that right?

4 A. That certainly could be the case.

5 Q. In questioning by Mr. Bell, he had
6 asked you a question as to whether or not you
7 were aware that Avondale -- aware that the
8 wallboard used by carpenters, I'm assuming you
9 meant Avondale carpenters, was similar to the
10 wallboard used by Hopeman Brothers. And your
11 response was -- you put into your response that
12 I'm aware of that in the early 1960s?

13 A. Yes. At the main yard.

14 Q. At the -- okay. What was it about
15 that fifties or sixties time? I don't
16 understand why you put that into the answer.
17 What was it about the fifties or sixties?

18 MR. BURG:

19 I'm gonna object. It completely
20 mischaracterizes his testimony. He
21 said the forties and fifties. He
22 never said the sixties.

23 A. No. When we were talking about the
24 wallboard, Avondale carpenters installing
25 wallboard at the main yard, on that I was

1 speaking of installing a similar product prior
2 to Hopeman Brothers working at Avondale.

3 EXAMINATION BY MR. CLEMENT:

4 Q. Okay.

5 A. And there was another joiner company
6 that was there before Hopeman Brothers, as
7 well, and they installed similar boards. And
8 then when Hopeman Brothers were hired, they
9 became pretty much the sole installer of
10 Marinite and Micarta board and/or Consoweld or
11 other boards in living quarters of vessels
12 being built at Avondale main yard.

13 Q. Okay. And I thought what's what you
14 meant --

15 A. That's right.

16 Q. -- so let me get a further
17 clarification.

18 MR. BURG:

19 I'm gonna just object to the
20 nonresponsive portion of that.

21 Go ahead.

22 EXAMINATION BY MR. CLEMENT:

23 Q. So, there's a certain point in time in
24 Avondale's history where Avondale is -- has its
25 own employees that's doing work with the

1 wallboard similar to what Hopeman was using.

2 Right?

3 A. Right.

4 Q. Is it your appreciation that once
5 Hopeman came along, that the Avondale employees
6 were no longer doing that joiner work with the
7 Micarta and Marinite type panels?

8 A. That's my appreciation.

9 Q. Okay. And is it your appreciation --
10 well, strike that. You testified that in your
11 understanding as a corporate representative for
12 Avondale, that there was a -- the words you
13 used was an ebb and flow, on an as-needed
14 basis, for employees or contractors from the
15 main yard being brought to other yards that
16 Avondale owned and operated. Is my
17 understanding correct?

18 MR. BURG:

19 Object to form.

20 A. And vice versa; employees from other
21 yards would come to the main yard on an
22 as-needed basis. And Alexander testified about
23 the IOWA project, a big project with a
24 tremendous manpower demand. So they were
25 pulling people from Harvey, from Bayou Black,

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REPORTER'S CERTIFICATE

NOTE: This transcript certification is valid only when accompanied by my original signature over my state seal.

I, JOSEPH A. FAIRBANKS, JR., CCR, RPR, Certified Court Reporter in and for the State of Louisiana, as the officer before whom the foregoing was taken, do hereby certify:

That the witness was sworn by me upon authority of R.S. 37:2554 and did testify as set forth in the foregoing pages;

That said proceeding and testimony was reported by me in the stenotype reporting method, was thereafter transcribed and prepared by me or under my personal direction and supervision, and is a true and correct transcription to the best of my ability and understanding;

That this transcript was prepared in compliance with transcript format guidelines established by statute or by rules of the Board;

That I am knowledgeable of the arrangements, financial and otherwise, with the person on entity arranging for reporting services, and that I have acted in compliance with the prohibition on contractual relationships as defined by the Louisiana Code of Civil Procedure Article 1434 and in rules and advisory opinions of the Board;

That I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

JOSEPH A. FAIRBANKS, JR., CCR, RPR
CERTIFIED COURT REPORTER #75005

JOHNS, PENDLETON, FAIRBANKS & FREESE

CERTIFIED COURT REPORTERS
315 METAIRIE ROAD, SUITE 101
METAIRIE, LA 70005
PHONE (504) 219-1993

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IN THE SUPERIOR COURT OF WHITFIELD COUNTY
STATE OF GEORGIA

JAMES HAROLD O'DONNELL, JR.)
AND MARGARET WANDA O'DONNELL,)
HIS WIFE)

VERSUS) NO. 13-CI 1767-B

GEORGIA-PACIFIC, LLC,)
INDIVIDUALLY AND AS)
SUCCESSOR-IN-INTEREST TO)
GEORGIA PACIFIC OPERATION; CBS)
CORPORATION (F/K/A VIACOM,)
INC., SUCCESSOR BY MERGER WITH)
CBS CORPORATION F/K/A)
WESTINGHOUSE ELECTRIC)
CORPORATION); HOPEMAN)
BROTHERS, INC.,; INTERNATIONAL)
PAPER COMPANY, INDIVIDUALLY)
AND AS SUCCESSOR BY MERGER)
WITH CHAMPION INTERNATIONAL)
CORPORATION, SUCCESSOR BY)
MERGER WITH UNITED STATES)
PLYWOOD CORPORATION; UNION)
CARBIDE CORPORATION; AND JOHN)
DOES NO. 1-10)

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

JAMES CAPDEBOSCQ)

VERSUS) NO. 14-4444
DIVISION F

AVONDALE INDUSTRIES, INC.,)
F/K/A NORTHROP GRUMMAN SHIP)
SYSTEMS, INC., N/K/A)
HUNTINGTON INGALLS)
INCORPORATED, ET AL.)



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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

ANNETTE LAPORTE AND MONIQUE)
RIPP, INDIVIDUALLY AND ON)
BEHALF OF JOSEPH LAPORTE, JR.)
)
VERSUS) NO. 2012-6493
) DIVISION "N"
HUNTINGTON INGALLS, INC.,)
ET AL.)

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

JOSEPH B. SAVOIE, JR.)
)
VERSUS) NO. 2014-08285
) DIVISION "G"
PENNSYLVANIA GENERAL)
INSURANCE COMPANY, ET AL.)

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

MICHAEL J. COMARDELLE)
)
VERSUS) NO. 2:13-CV-06555
) SECTION: "I" (5)
PENNSYLVANIA GENERAL)
INSURANCE COMPANY, ET AL.)

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

WAYNE J. CAMBRE)
)
 VERSUS) NO. 2013-10405
) DIVISION "D"
 AVONDALE INDUSTRIES, INC.,)
 ET AL)

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

REGINALD JONES)
)
 VERSUS) NO. 2014-06711
) DIVISION "G"
 AMERICAN EMPLOYERS INSURANCE)
 COMPANY, ET AL)

VOLUME I

VIDEO DEPOSITION OF BERTRAM CORNELIUS HOPEMAN
 TAKEN AT COURINGTON, KIEFER & SOMMERS, LLC
 650 POYDRAS STREET, 11TH FLOOR CONFERENCE ROOM
 NEW ORLEANS, LA 70130
 ON MONDAY, SEPTEMBER 22, 2014, AT 10:06 A.M.
 REPORTED BY: ANNA COATES, CCR, RPR

1 MRS. ZANOVEC: This is Jamie Zanovec with
2 Willingham, Fultz & Cougill in the Capdeboscq,
3 Comardelle, Reginald Jones, Laporte, Savoie, and
4 Cambre matters.

5 MR. O'CONNELL: Anybody else on the phone?

6 Silence permeating the room. Folks on the
7 phone, please put your phones on mute. If there
8 are continual interruptions on the phone, I'm just
9 going to hang it up.

10 Madam Court Reporter, since we had this long
11 interruption, could you swear the Witness in
12 again, so we have a relatively clean flow.

13 (WHEREUPON,

14 BERTRAM CORNELIUS HOPEMAN,
15 AFTER HAVING BEEN FIRST DULY SWORN BY THE
16 ABOVE-MENTIONED COURT REPORTER, DID TESTIFY AS
17 FOLLOWS)

18 EXAMINATION BY MR. O'CONNELL:

19 Q. Good morning, sir.

20 A. Good morning.

21 Q. Could you state your name for the
22 record.

23 A. Bertram Cornelius Hopeman.

24 Q. You commonly give go by Bert?

25 A. Yes. And please use that.

1 would be based solely on hearsay; that is, what
2 either somebody told you or perhaps any documents
3 that you may have reviewed going forward when you
4 started with Hopeman Brothers?

5 A. Correct.

6 Q. I'll get back into that a little bit
7 later. When you started with Hopeman Brothers in
8 1964, was that in about June of 1964?

9 A. It was -- yes, it was right after
10 graduated. I think we graduated early June.

11 Q. It's my understanding, sir, when you
12 started with Hopeman Brothers, your classification
13 was a trainee?

14 A. Correct.

15 Q. And you were a trainee at a location
16 called the Sun Shipbuilding and Drydock located in
17 Chester, Pennsylvania?

18 A. That is correct.

19 Q. So the jury understands, Chester,
20 Pennsylvania is just right outside of
21 Philadelphia?

22 A. That's correct.

23 Q. Quite a large shipyard?

24 A. It was a substantial shipyard. It
25 wasn't small. But compared to some in the

1 cut and install Marinite board during the
2 installation of that board aboard various vessels?

3 A. We cut and installed bulkhead panels.
4 And those panels were composite panels, things
5 glued together. And the core I believe of the
6 panel was Marinite. And then there was a facing
7 on it, Micarta facing. And that was the panel we
8 installed.

9 Q. We'll talk about that in a second.

10 A. Okay.

11 MR. COLE: Objection to form.

12 EXAMINATION BY MR. O'CONNELL:

13 Q. Sir, you would agree with me that not
14 every cut, not every installation that occurred
15 between 1964 and 1977, was this combination of
16 Marinite and Micarta, not every time they did
17 that; Hopeman Brothers, that is?

18 A. And -- so repeat -- ask the question
19 another way. Are you asking did they install the
20 Marinite panel without facing?

21 Q. Let me ask it this way. You're aware,
22 sir, that at times, at times, not even a majority,
23 but at times, between 1964 and 1977, Hopeman
24 Brothers employees would cut Marinite board
25 without the facing on it, that could happen?

1 yes.

2 Q. You knew based upon your own personal
3 recollection even back in 1964, that Hopeman
4 Brothers would purchase Marinite from
5 Johns-Manville and purchase Micarta, which was
6 manufactured by Westinghouse?

7 A. Right.

8 Q. And have those products shipped to Wayne
9 Manufacturing Company in Waynesboro, Virginia?

10 A. No, I did not know that.

11 Q. When did you first come to that
12 realization, sir?

13 A. I don't remember. All honesty, I don't
14 remember.

15 Q. Fair enough. Was it before you became
16 operational head of the company that you came to
17 that knowledge?

18 A. I don't remember that either. I
19 honestly don't remember when -- I probably knew at
20 some point, but if you sat here -- you've just
21 raised the question to me. I don't remember
22 knowing who bought -- who actually placed the
23 purchase order for the Marinite or the Micarta and
24 how that worked. So I can't really answer your
25 question.

REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original seal on this page.

I, ANNA C. COATES, CCR, RPR, do hereby certify that BERTRAM C. HOPEMAN, to whom the oath was administered, after having been duly sworn by me upon authority of R.S. 37:2554, did testify as herein above set forth in the foregoing 287 pages; that this testimony was reported by me in the stenotype reporting method, was prepared and transcribed by me and is a true and correct transcript to the best of my ability; that the transcript has been prepared in compliance with transcript format guidelines required by rules of the board; that I have acted in compliance with the prohibition on contractual relationships, as defined by Louisiana Code of Civil Procedure Article 1434 and in rules and advisory opinions of the board; that I am not related to counsel or the parties hereto, nor am I otherwise interested in the outcome of this matter.



ANNA COATES, CCR, RPR
LOUISIANA CCR NO. 97018

204

1 IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

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4 PHILIP SCORDINO, ET AL PLAINTIFFS

5 -VS- NO.: 89-5139 (3)

6 OWENS-CORNING FIBERGLAS DEFENDANTS
7 CORPORATION, ET AL

8 DWIGHT COPELAND, ET AL PLAINTIFFS

9 -VS- NO. 89-5142 (3)

10 METROPOLITAN LIFE INSURANCE DEFENDANTS
11 COMPANY, ET AL

12
13
14 DEPOSITION

15 OF

16 DAVID E. BALDWIN

17 Taken on behalf of the Plaintiffs
18 9:10 a.m., Thursday, September 6, 1990

19 Before

20 Elizabeth Bost Simpson, CSR

21
22
23 COAST-WIDE REPORTERS

Court Reporters

Post Office Box 95

24 Biloxi, Mississippi 39533-0095

25 (601) 374-5066 (601) 875-8091

EXHIBIT

26

Certified Copy

1 DAVID E. BALDWIN,

2 having been produced and first duly sworn, testified as
3 follows:

4 MR. LOMAX: I'd like to make a statement for the
5 record that I have reviewed Mr. Williams' response to
6 the 30(b)5 document request and, also, I understand
7 from Mr. Williams that -- through conversations that
8 he would like to restrict this 30(b)6 deposition of
9 Mr. Baldwin -- wherein Mr. Baldwin has been provided
10 as a 30(b)6 deponent for Westinghouse, he would like
11 to restrict the deposition to Micarta Marine Products
12 manufactured by Westinghouse.

13 We do not agree that our questions would be
14 restricted to only questions involving Micarta, but
15 we would like to interrogate Westinghouse
16 representative on any asbestos product that they may
17 or have in the past manufactured or sold.

18 We feel like that any of the questions along
19 those lines may, in fact, lead to admissible -- they
20 are discoverable and may lead to admissible evidence
21 in this trial. So we don't want to be restricted to
22 that.

23 However, in order to move the discovery along,
24 we are agreeing that we will focus at first on
25 Micarta and, hopefully, we can do that in one day

1 organic chemistry.

2 Q. Did they involve the plastic laminate materials
3 that you later on worked on the patent for Westinghouse?

4 A. No.

5 Q. What was the use of these polymers in organic
6 chemicals?

7 A. Scientific discovery.

8 Q. Do you know whether or not the polymers that you
9 worked on later on became to be usable materials or usable
10 products in the industry?

11 A. Not to my knowledge.

12 Q. Did they form any type of precursor to
13 fire-retardant decorative laminates?

14 A. No.

15 Q. Or post-formable -- was that a laminate, also?

16 A. Yes.

17 Q. Post-formable laminates, did they involve that?

18 A. No.

19 Q. Did they have anything to do with asbestos?

20 A. No.

21 Q. Tell me, these patents, how many patents did you
22 work on that involved fire-retardant decorative laminates
23 or post-formable laminates?

24 A. I only recall the two becoming patents.

25 Q. Name those.

1 A. I can't -- I named one already.

2 Q. All right.

3 A. Post-formable decorative laminates.

4 Q. Okay.

5 A. I named the other one, fire-retardant decorative
6 laminates.

7 Q. Did they ever -- were they ever assigned a trade
8 name?

9 A. Micarta.

10 Q. Do each one of those two materials carry the
11 name Micarta, trade name?

12 A. Yes.

13 Q. What is the difference between the -- is there a
14 distinction between the trade name of fire-retardant
15 decorative laminate or post-formable decorative laminate?

16 A. Yes.

17 Q. Tell me the difference.

18 A. They are entirely different products for
19 different applications.

20 Q. Describe the difference.

21 A. The post-formable decorative laminate is
22 designed such that after fully curing, full manufacturing,
23 can be reheated and softened enough to take a modest bend,
24 such as on the edge of a kitchen-sink countertop.

25 The fire-retardant decorative laminate was

1 intended to be just what it says, to have less flammable
2 characteristics than the conventional decorative laminate.

3 Q. Would you give me the chemical formula of the
4 fire-retardant decorative laminate?

5 A. Could you be more specific? There is no one
6 formula.

7 Q. Tell me what all chemical the laminate is
8 composed of, the different chemicals or substances.

9 A. The resinous component is made from chemicals.
10 The fibrous component of discussion here was asbestos
11 paper.

12 Q. Was there another primary component?

13 A. Yes. The surface layers that give it the
14 decorative appearance.

15 Q. And what was the makeup of that component?

16 A. Those are pigmented and/or printed
17 alpha-cellulose paper, plus in most cases a thin
18 alpha-cellulose paper as the absolute top layer, which had
19 been impregnated with a resin called
20 melamine-formaldehyde. M-E-L-A-M-I-N-E, hyphen,
21 formaldehyde, F-O-R-M-A-L-D-E-H-Y-D-E.

22 Q. The alpha-cellulose paper that was impregnated
23 with the melamine-formaldehyde, what was the purpose of
24 that component?

5 A. The main functional purpose is to provide wear

1 have sold --

2 Q. Yes, sir.

3 A. -- I have to make that "would we have sold,"
4 because I do not have memory of that far back of the
5 actual sales to any specific company. The sales would
6 have been to a fabricator who would be fabricating panels
7 for the same markets that U.S. Plywood looked at but
8 possibly other markets where fire retardancy might be an
9 advantage.

10 Q. Name some of those markets that you would
11 visualize that the product Micarta -- fire-resistant
12 Micarta would be used in.

13 A. In addition to the two you mentioned, any place
14 the public uses where fire could be a hazard: a public
15 building, an office building, a hospital. I believe you
16 mentioned ships and railcars, buses. Applications of that
17 type.

18 Q. And you don't recall any of those buyers outside
19 of U.S. Plywood?

20 A. No, I do not. I just don't remember.

21 Q. Does the corporation or company Setter
22 Brothers -- are you familiar with that company?

23 A. Yes, modestly so.

24 Q. What was the association of Setter Brothers, as
25 you understand it, with U.S. Plywood?

1 A. No. I --

2 BY MR. LOMAX:

3 Q. Do you know?

4 A. I had already answered that question. I said we
5 sold the --

6 Q. -- asbestos Micarta?

7 A. -- fifty-thousandths thick asbestos Micarta to
8 U.S. Plywood, and it is my understanding that they sold
9 that -- resold that product to someone else.

10 Q. Who did they sell that -- as your understanding,
11 was it to?

12 A. I don't know all of them. It's so long ago. I
13 don't think I ever knew all of them at that time.
14 Certainly one of them was Hopeman Brothers.

15 Q. All right, sir. And was that the largest one,
16 to your knowledge?

17 MR. KNIGHTEN: Object to the form.

18 A. I really don't know. It was a large one. I
19 don't know of any other large ones involved.

20 BY MR. LOMAX:

21 Q. That's the only one that comes to mind?

22 A. The only one that comes to mind.

23 MR. LOMAX: We've been going an hour and twenty
24 minutes. Why don't we take a break just a second.

25

- - -

C E R T I F I C A T E

STATE OF MISSISSIPPI
COUNTY OF HARRISON

I, Elizabeth Bost Simpson, CSR, Freelance Court Reporter and Notary Public, duly commissioned for the County of Harrison, State of Mississippi, do hereby certify:

That on the 6th day of September, 1990, there appeared before me DAVID E. BALDWIN, who was sworn and examined to tell the truth, and that the preceding 147 typewritten pages contain a full, true and correct copy of my stenotype notes and/or electronic tape recording of the testimony of DAVID E. BALDWIN.

That the witness has reserved the right to read and sign the deposition.

That I am not related to or in anyway associated with any of the parties to this cause of action, or their Counsel, and that I am not financially interested in the same;

IN WITNESS WHEREOF, I have hereunto set my hand, this the 17th day of September, 1990.

Elizabeth Bost Simpson
Elizabeth Bost Simpson, CSR,
Notary Public, State of
Mississippi, County of
Harrison. My commission
expires 4-11-93.

COPY

CIVIL DISTRICT COURT
FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO. 2009-12001 DIVISION "G" SECTION 11

WAYNE JOSEPH ST. PIERRE

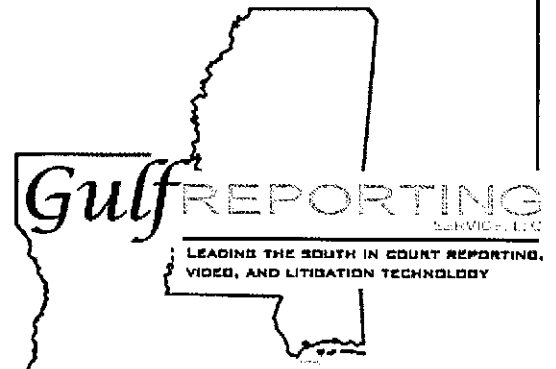
VERSUS

NORTHROP GRUMMAN SHIPBUILDING, INC., ET AL.

Deposition of GARY JENKINS, 530 West
McClellan Street, Ponchatoula, Louisiana 70454,
given at the Ponchatoula Inn & Suites, 727 West
Pine Street, Ponchatoula, Louisiana 70454, on
Wednesday, August 10th, 2011.

MISSISSIPPI
228.222.4549

LOUISIANA
504.908.5418



EXHIBIT

27

1 GARY JENKINS,
2 530 West McClellan Street, Ponchatoula,
3 Louisiana 70454, a witness after having been
4 first duly sworn by the above-mentioned court
5 reporter, was examined and testified as
6 follows:

7 EXAMINATION BY MR. HOSKINS:

8 Q. Mr. Jenkins, would you state your
9 full name and address for the record, please?

10 A. Gary Allen Jenkins. 530 West
11 McClellan Street, Ponchatoula, Louisiana.

12 Q. Mr. Jenkins, I'm David Hoskins. I
13 noticed this deposition. We want to ask you
14 some questions that pertain to a lawsuit filed
15 by Wayne St. Pierre. So that's our fundamental
16 purpose here.

17 Have you given a deposition
18 before?

19 A. No, sir.

20 Q. Basically it's a fairly casual
21 process. The attorneys will ask you questions.
22 The court reporter will take down the questions
23 and whatever your answers are verbatim and in
24 the end she will produce a booklet which
25 contains the verbatim transcript of these

1 Q. You graduated there in '61. Where
2 did you go to college?

3 A. Wittenberg University. It's in
4 Springfield as well.

5 Q. And what did you study?

6 A. I was doing -- Well, I was going to
7 night school and I was preparing for
8 engineering.

9 Q. You went two years. Did you receive
10 an associate's degree?

11 A. No, I did not.

12 Q. No degree of any kind?

13 A. No.

14 Q. What year did you start and stop?

15 A. '62, '64.

16 Q. Were you ever in the military?

17 A. No, sir.

18 Q. I understand you worked at Avondale
19 Shipyards from mid-1967 through 2004?

20 A. That's correct, yes.

21 Q. You retired from Avondale?

22 A. I retired from Avondale.

23 Q. Prior to going to work for Avondale,
24 where did you work?

25 A. I worked at the Champion Company in

1 which you saw Mr. St. Pierre?

2 A. No. That's been too long ago.

3 Q. And I take it the same answer would
4 be true with respect to such vessels with
5 insulation already installed?

6 A. Yes.

7 Q. Did you ever have occasion to be
8 aboard a vessel to see Mr. -- Let me rephrase
9 that.

10 Do you recall any occasion in
11 which you saw Mr. St. Pierre aboard a vessel in
12 proximity to craftsmen that were cutting and
13 installing or installing insulation products?

14 A. I can't say that I did specifically,
15 you know.

16 Q. What about -- I'm sorry.

17 A. I know that type work was going on.
18 And just like I was, he was on the ships. I
19 don't remember anything specifically, no.

20 Q. What about craftsmen cutting and
21 installing wallboard aboard vessels? Did you
22 ever see a -- Do you recall any particular
23 occasion when you saw Mr. St. Pierre aboard a
24 vessel when that was going on?

25 A. No, I couldn't say that I have seen

1 that. I know it goes on and he, as I would
2 have, would have been around that type thing.

3 Q. Are you able to identify any
4 insulation products that were aboard those
5 vessels?

6 A. I know Keylo blocks and blanket
7 insulation. We in our department monitored the
8 joiner contractor and they were responsible for
9 the fire insulation, thermal insulation, and
10 things of that nature. And, of course, the
11 wallboard and all the finishes.

12 Q. Who was that contractor?

13 A. Hopeman Brothers.

14 Q. Do you recall any occasion when you
15 saw Mr. St. Pierre aboard a vessel in which the
16 joiner contractor was actively cutting and
17 installing wallboard?

18 MS. MOORE:

19 Objection. Asked and answered.

20 BY MR. HOSKINS:

21 Q. Go ahead and answer.

22 A. Did I -- Would you rephrase it, say
23 that again, please?

24 Q. I'll try.

25 A. Okay. Was I on a ship --

1 actually do it.

2 Q. Could it be Kaylo?

3 A. That could be.

4 Q. Do you know who manufactured Kaylo?

5 A. I do not. Kaylo. That might be it.

6 Q. When you encountered aboard these
7 vessels workmen cutting and installing pipe
8 covering and block insulation, was that a did
9 dusty process? Did that generate dust?

10 A. It did.

11 Q. When you went onboard or were going
12 to go aboard vessels. Did you wear any
13 protective clothing?

14 A. No.

15 Q. Do you recall seeing Mr. St. Pierre
16 in overalls as opposed to street clothes aboard
17 a vessel?

18 A. No. We weren't smart enough in those
19 days to do that.

20 Q. On those occasions when you saw the
21 joiner contractor's employees cutting and
22 installing wallboard, was the cutting of that
23 wallboard a dusty process?

24 A. Yes. Because they had to use a saw,
25 a hand saw to cut perhaps for a socket or

1 EXAMINATION BY MS. ROUSSEL:

2 Q. I have a couple more questions. You
3 talked about the board that Hopeman was using
4 as having a melamine finish. Do you know if
5 that board was called Micarta board?

6 A. Micarta, yes.

7 MR. BROWN:

8 Object to the form of the
9 question.

10 THE WITNESS:

11 Yes, it was.

12 BY MS. ROUSSEL:

13 Q. Now, you said when you would have to
14 go into the engine room, sometimes you would do
15 hand sketches. Was that so you could make sure
16 that when you got back to your shop you did a
17 proper sketch?

18 A. Yes. Well, we had -- This may be
19 too much detail. But they had composite
20 drawings of all the installations that were
21 done in engineering and we'd make a sketch to
22 generally say where we think it ought to go.
23 But then we'd have to check it on the composite
24 to make sure that everything was accounted for.

25 Q. When you were in the engine room

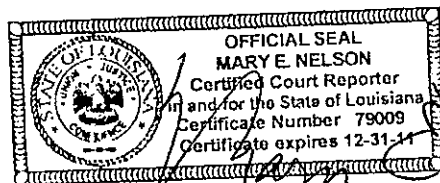
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REPORTER'S CERTIFICATE

I, MARY E. NELSON, CCR, CERTIFIED COURT REPORTER in and for the State of Louisiana, do hereby certify that the aforementioned witness, after having been first duly sworn by me to testify to the truth, did testify as hereinabove set forth.

That said deposition was taken by me in computer shorthand and thereafter transcribed under my supervision, and is a true and correct transcription to the best of my ability and understanding.

I further certify that I am not of counsel, nor related to counsel or the parties hereto, and am in no way interested in the result of said cause.



Mary E. Nelson, CCR

MARY E. NELSON, CCR
CERTIFIED COURT REPORTER

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24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON

* * * * *
GERTIE B. GOODMAN, ET AL * NO. 365-627
*
-VS- * DIVISION "J"
*
AVONDALE INDUSTRIES, INC., *
ET AL *
* * * * *

TELEPHONE DEPOSITION OF MR. KENNETH C. WOOD,
taken by PLAINTIFFS, pursuant to notice, at the
law offices of Gertler, Gertler and Vincent,
127-129 Carondelet Street, New Orleans,
Louisiana 70130, on October 22, 1991.

REPORTED BY:
Paul W. Williams, C.S.R.
PAUL W. WILLIAMS, INCORPORATED
Certified Shorthand Reporters
3200 Ridgelake Drive, Suite 302
Metairie, Louisiana 70002
Telephone: (504) 832-0937

1 All right; usual stipulations?

2 MR. STAINES:

3 Yes, subject to the two
4 stipulations I just made, yes.

5 MRS. ROUSSEL:

6 All objections are reserved,
7 except as to form and responsiveness.

8 MR. STAINES:

9 Fine.

10 BY MRS. ROUSSEL:

11 Q. Would you state your complete name for the
12 record.

13 A. Kenneth C. Wood.

14 Q. Sir, what's your address?

15 A. P. O. Box 1642, Morehead City, North
16 Carolina 28557.

17 Q. Are you currently employed?

18 A. No, I am not.

19 Q. Would you give me your Social Security
20 Number.

21 A. [REDACTED]-2132.

22 Q. And your driver's license number?

23 A. Just a moment; 4668820.

24 Q. What's your phone number?

25 A. (919) 726-2329. _

1 you don't remember, you don't
2 remember.

3 THE WITNESS:

4 Specifically, no. Specifically,
5 I don't know whether that was ever
6 approached. The only thing I know,
7 that I know about it, was any
8 ventilation as required for Hopeman
9 Brothers would also be required for
10 the shipyard, because they had men
11 working in the same areas as we did.

12 BY MRS. ROUSSEL:

13 Q. And when you indicated that they had men
14 working in the same areas, they had
15 Avondale employees working in the
16 same areas that Hopeman employees
17 were working in?

18 A. Always.

19 Q. And they worked side-by-side?

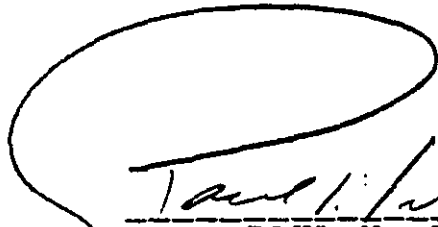
20 MR. STAINES:

21 I object to the form of the
22 question. Do you want to talk about
23 specific employees or titles of
24 employees? That is fine, but you're
25 being general.

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C E R T I F I C A T E

I, PAUL W. WILLIAMS, Certified
Shorthand Reporter in and for the State of
Louisiana, do hereby certify the above and
foregoing is true and correct as taken by me on
October 22, 1991.



PAUL W. WILLIAMS

WITNESS'S CERTIFICATE

I have read the above and foregoing
testimony given by me, and the same is true and
correct, subject to the attached changes, if
any.

KENNETH C. WOOD

2183
Certified
Copy

TWENTY-FOURTH JUDICIAL DISTRICT COURT
FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA
DIVISION J

*
GERTIE B. GOODMAN, ET AL., *
*
PLAINTIFFS, *
*
VS. * NO. 365-627
*
AVONDALE INDUSTRIES, INC., *
ET AL., *
*
DEFENDANTS. *
*

DEPOSITION OF MORGAN JOSEPH BOURGEOIS
(TAKEN BY PLAINTIFFS)
SAN DIEGO, CALIFORNIA
NOVEMBER 1, 1991

REPORTED BY: MARY LOU BRIANDI, CSR NO. 1670
LUCAS, BRIANDI & ASSOCIATES
SUITE 1101 CHAMBER BUILDING - 110 WEST C STREET
SAN DIEGO, CALIFORNIA 92101
(619) 239-4151



1

2

MORGAN JOSEPH BOURGEOIS,

3

HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

4

MR. VINCENT: ALL RIGHT, LADIES AND GENTLEMEN,

5

DO WE ALL AGREE TO THE FORMAL -- RATHER THE USUAL

6

STIPULATIONS AND WAIVE ALL OBJECTIONS EXCEPT AS TO FORM AND

7

RESPONSIVENESS OF ANSWERS?

8

MR. STAINES: THAT'S FINE. EXCEPT THAT WE'RE

9

GOING TO NOT WAIVE THE READING AND SIGNING AND WE ASK THAT

10

THE ORIGINAL OUGHT TO BE SENT TO THE WITNESS HIMSELF OR TO

11

ME EITHER -- WHATEVER YOUR PREFERENCE IS, MISS COURT

12

REPORTER.

13

MR. VINCENT: IF ANY OF YOU PARTICIPATING BY

14

PHONE HAVE ANY PROBLEMS OR OBJECTIONS, JUST LET US KNOW AND

15

YOU CAN IDENTIFY, OF COURSE, YOUR NAME AND WHO YOU

16

REPRESENT FOR THE RECORD.

17

EXAMINATION

18

BY MR. VINCENT:

19

Q. OKAY, MR. BOURGEOIS.

20

A. YES, SIR.

21

Q. JUST STATE YOUR ADDRESS FOR ME.

22

A. 2003 SAN PASQUAL COURT, LEMON GROVE,

23

CALIFORNIA.

24

Q. AND WHAT IS YOUR FULL NAME?

25

A. MORGAN JOSEPH BOURGEOIS.

1 A. AND MORE WORK DONE IN THE HOUSE AND THE GALLEY
2 OR THE FAN ROOM OR THE EMERGENCY GENERATOR ROOM, SO HE'D
3 SPEND MORE TIME THERE.

4 Q. CERTAIN DAYS HE MAY NOT -- HE MAY BE IN THE
5 ENGINE ROOM NOT AT ALL?

6 A. THAT'S RIGHT. WELL, I WOULDN'T SAY NOT AT
7 ALL, BUT VERY LITTLE. BECAUSE WE STARTED FROM THE
8 BEGINNING OF THE SHIP UNTIL THE END OF THE SHIP.

9 Q. NOW, THE PROCESS WE ARE DISCUSSING HERE IN ALL
10 THESE AREAS OF THE SHIP, THIS IS PART OF THE NEW
11 CONSTRUCTION OF A SHIP; IS THAT CORRECT?

12 A. YES.

13 Q. SO IF I DON'T ASK YOU TO ISOLATE ON PARTICULAR
14 HOURS OR DAYS OR EVEN WEEKS, IF WE LOOK AT THE ENTIRE JOB
15 FROM BEGINNING TO END IN THE CONSTRUCTION WORK OF A SHIP,
16 WOULD MOST OF MR. GOODMAN'S TIME BE IN AND AROUND THE
17 ENGINE ROOM?

18 A. YES.

19 Q. NOW, DURING THIS NEW CONSTRUCTION ACTIVITY, IN
20 THESE VARIOUS AREAS, INCLUDING THE ENGINE ROOM, WOULD THERE
21 BE OTHER TRADES DOING WORK IN THESE AREAS DURING THE NEW
22 CONSTRUCTION?

23 A. YES.

24 Q. WOULD THERE BE ANY AREAS OF THIS SHIP WHERE
25 THE HOPEMAN EMPLOYEES WOULD BE WORKING ALONE OR IN

1 ISOLATION DOING THEIR JOBS WITH NO OTHER TRADES AROUND?

2 A. YES.

3 Q. AND WHAT PARTS OF THE SHIP WOULD THAT OCCUR?

4 A. THAT COULD OCCUR IN THE LAUNDRIES, THE LITTLE
5 LOCKERS, THE CARPENTER SHOP, MACHINE SHOP,

6 Q. OKAY. MR. BOURGEOIS, WOULD YOU, AS MR.
7 GOODMAN'S SUPERVISOR, ALSO TRAVEL THESE AREAS OF THE SHIP
8 WHERE THE SHEET-METAL CREW WAS DOING THEIR WORK?

9 A. CONTINUOUSLY.

10 Q. SO MR. GOODMAN WAS SUPERVISING THE SHEET-METAL
11 CREW AND YOU WERE SUPERVISING MR. GOODMAN?

12 A. IN A WAY OF SPEAKING, YES.

13 Q. SO WOULD YOU SPEND A FAIR AMOUNT OF YOUR OWN
14 TIME, BETWEEN 1965 OR '66 UNTIL 1972, IN THE ENGINE ROOM
15 YOURSELF?

16 A. YES, SIR.

17 Q. AND WAS IT QUITE FREQUENT WHEN YOU WERE IN THE
18 ENGINE ROOM THAT YOU WOULD OBSERVE MR. GOODMAN AND HIS CREW
19 THERE DOING THEIR WORK?

20 A. YES, SIR.

21 Q. NOW, IN THE ENGINE ROOM, WHEN YOU OBSERVED MR.
22 GOODMAN AND HIS CREW PERFORMING THEIR SHEET-METAL WORK,
23 WERE THERE OTHER TRADES ALWAYS AROUND DOING THEIR WORK?

24 A. YES, SIR.

25 Q. AND CAN YOU TELL ME WHAT OTHER TRADES AND

1 CRAFTS OR ACTIVITY WAS GOING ON IN THE ENGINE ROOM WHILE
2 THEY WERE DOING THEIR WORK, WHILE THE SHEET-METAL CREW WAS
3 DOING ITS WORK?

4 A. THEY'D HAVE SHIPFITTERS, THEMSELVES,
5 ELECTRICAL, PIPE PEOPLE.

6 A VOICE: COULDN'T HEAR THAT.

7 MR. STAINES: PIPE PEOPLE.

8 A. PIPE FITTERS, VENTILATION, SHIP MACHINISTS,
9 SHIPYARD INSULATORS, CLEANUP PEOPLE, TOUCH-UP PAINTERS,
10 WAVES PEOPLE THAT PUT THE SCAFFOLDING UP AND CLEAN UP THE
11 SCRAP.

12 BY MR. VINCENT:

13 Q. WAS THAT WAVES?

14 A. WAVES, YEAH.

15 Q. W-A-V-E-S?

16 A. YES.

17 Q. THAT'S CLEANUP PEOPLE AND SCAFFOLDING PEOPLE?

18 A. YEAH, PUT UP SCAFFOLD AND CLEAN UP THE DEBRIS.

19 THAT'S -- RIGHT NOW, ON THE TOP-OF-MY-HEAD, YEAH.

20 Q. NOW, THESE APPROXIMATELY NINE OTHER TRADES OR
21 CRAFTS, WOULD THESE HAVE BEEN AVONDALE EMPLOYEES?

22 A. YES, SIR.

23 Q. WITH REGARD TO THE SHIPYARD INSULATORS, ARE
24 YOU TALKING ABOUT FIBERGLASS-TYPE INSULATION, THAT YOU
25 SPOKE OF EARLIER, OR ARE YOU TALKING ABOUT

STATE OF CALIFORNIA)


:

COUNTY OF SAN DIEGO)

I, MARY LOU BRIANDI, CERTIFIED SHORTHAND REPORTER,
DO HEREBY CERTIFY:

THAT THE WITNESS IN THE FOREGOING DEPOSITION WAS BY
ME DULY SWORN; THAT THE DEPOSITION WAS THEN TAKEN BEFORE ME
AT THE TIME AND PLACE HEREIN SET FORTH; THAT THE TESTIMONY
AND PROCEEDINGS WERE REPORTED STENOGRAPHICALLY BY ME AND
LATER TRANSCRIBED INTO TYPEWRITING UNDER MY DIRECTION; THAT
THE FOREGOING IS A TRUE RECORD OF THE TESTIMONY AND
PROCEEDINGS TAKEN AT THAT TIME.

IN WITNESS WHEREOF, I HAVE SUBSCRIBED MY NAME
THIS 19 DAY OF November, 1991.


MARY LOU BRIANDI, CSR NO. 1670

CERTIFICATE OF LIVE BIRTH

BIRTH NO. 119-1988-007-006

1A CHILD'S LAST NAME RAGUSA				
1B FIRST NAME STEPHANIE		1C SECOND NAME JEAN		
2A BIRTH DATE ██████████, 1988	2B TIME OF BIRTH 6:58 AM	3. SEX FEMALE	4 NUMBER BORN SINGLE	5 BIRTH ORDER
6A PLACE OF BIRTH (CITY, TOWN, OR LOCATION) GRETNA				
6B PARISH OF BIRTH JEFFERSON				
6C NAME OF HOSPITAL OR INSTITUTION MEADOWCREST HOSPITAL				
7A RESIDENCE OF MOTHER (CITY, TOWN, OR LOCATION) MARREDO				
7B PARISH JEFFERSON	7C STATE LOUISIANA		7D ZIP CO 7007	
7E STREET ADDRESS OF RESIDENCE 4913 GRAND TERRE				
8A FATHER'S LAST NAME RAGUSA				
8B FIRST NAME FRANK		8C SECOND NAME PAUL		
8D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) NEW ORLEANS, LOUISIANA				
8E AGE AT THIS BIRTH 34				
9A MOTHER'S MAIDEN NAME POLKEY				
9B FIRST NAME MAXINE		9C SECOND NAME BECKY		
9D CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) NEW ORLEANS, LOUISIANA				
9E AGE AT THIS BIRTH 31				
FILE DATE MARCH 7, 1988	DATE ISSUED AUGUST 3, 1988			

Sandra L. Robinson, M.D.

SANDRA L. ROBINSON, M.D., M.P.H.
SECRETARY & STATE HEALTH OFFICER
DEPARTMENT OF HEALTH & HUMAN RESOURCES



THE ABOVE IS A TRUE CERTIFICATION OF BIRTH FACTS ON FILE IN THE VITAL RECORDS OF THE STATE OF LOUISIANA, PURSUANT TO LA. STAT. TITLE 40:32, ET SEQ.

Stanley G.
STAT

WARNING: It is illegal to alter or counterfeit this copy.

EXHIBIT
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136

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NUMBER: 90-1877 DIVISION "B" DOCKET NO.

MYRTLE MOULLIET CHAISSON, ET AL.
VERSUS
AVONDALE INDUSTRIES, INC., ET AL.

=====

NUMBER: 90-3453 DIVISION "K" DOCKET NO.

EMIL B. HERRMANN, SR.
VERSUS
AVONDALE INDUSTRIES, INC., ET AL.

=====

NUMBER: 90-8637 DIVISION "A" DOCKET NO. 4

AMERY ARCEMENT and RUTH GIVENS ARCEMENT
VERSUS
AVONDALE INDUSTRIES, INC., ET AL.

Action Court Reporting

V. Ann Woofler
Post Office Box 4449
Charleston, WV 25364
340-1020 / 1-800-752-7064

EXHIBIT
30

COPY

1 MS. TRAHAN: If you all have something to say
2 or an objection, you all might want to say your names after
3 or before so the court reporter can get everything straight.

4 BY MS. TRAHAN:

5 Q Mr. Hopeman, my name is Jill Trahan, like
6 I've said, and I represent the Plaintiff's families.
7 Basically, I'm going to be asking you questions. If you
8 don't understand my question, please ask me to rephrase it.
9 If you need to take a break, just let us know and we'll take
10 a break. Have you ever given a deposition before?

11 A Yes.

12 Q How many depositions have you given?

13 A One.

14 Q And what was that in connection with?

15 A To the best of my recollection I gave one.
16 It was a case -- an employment case.

17 MS. PLUNKETT: We can't hear that, Jill.

18 THE WITNESS: It was an employment case. I
19 gave one deposition, it was an employment case.

20 BY MS. TRAHAN:

21 Q Did it have anything to do with asbestos?

22 A No, not at all.

23 Q Mr. Hopeman, can you state your full name,
24 please?

25 A Yes, Bertram Cornelius Hopeman.

26 Q And what is your address?

1 MS. PLUNKETT: Well, have we identified what
2 other crafts were in the engine room besides the pipe
3 insulators that you saw?

4 MS. TRAHAN: No.

5 MS. PLUNKETT: Then I object to the form.

6 BY MS. TRAHAN:

7 Q Do you remember what types of crafts were in
8 the engine room working?

9 A There were a great many crafts in the engine
10 room. If you'd like me to try to list them, I will, but I
11 can't guarantee that I have them all. There were
12 electricians, welders, pipe fitters, insulators, duct
13 people, machinists --

14 MS. PLUNKETT: Mr. Hopeman, I'd just like to
15 qualify, these were all crafts that were working in the
16 engine room at the same time Hopeman Brothers' employees
17 were working in the engine room?

18 MS. TRAHAN: That's not what I asked.

19 THE WITNESS: No, I've never said Hopeman
20 Brothers -- first of all it's questionable -- there's a
21 question as to whether the employees were actually Hopeman
22 Brothers or not. It's kind of a mixed deal.

23 Secondly, we did very -- at Sun Ship we did very
24 little work, if any, in the engine room, but I did take
25 trips into the engine room just to see how the ship was
26 progressing. The question was, did I ever go in the engine

1 Q Specifically who, what person was in charge
2 of creating it?

3 A Mr. Peters, Mr. Johnson and certain yard
4 superintendents.

5 Q Do you know which yard superintendents?

6 A There may have been others, but those are the
7 ones I knew about. I know that -- I wasn't a yard
8 superintendent, but myself and Mr. McCann and after him, Mr.
9 Hunter who took over after Mr. McCann retired. Those two
10 and Mr. Woods at Avondale. I know that they were all
11 involved.

12 Q So Mr. McCann was working on it at Sun Ship
13 Building and Mr. Wood was working on it at Avondale?

14 A Mr. McCann and Mr. Hunter. I don't remember
15 exactly when Mr. McCann retired. He was there when I first
16 came and he retired a year or two or three later and Mr.
17 Hunter took over. Yes, they would have been working on it
18 at Avondale, right or at Sun Ship as the case may be.

19 Q Were the panels cut by skill saws?

20 A Skill saws and I'm going to call them hole
21 cutting saws, I know this cannot be picked up by the thing,
22 but the blade goes -- it's a little blade and it goes up and
23 down on a hand held saw and you can cut little circles with
24 it.

25 MR. PLAUCHE: A jigsaw.

26 THE WITNESS: Yeah, like a jigsaw. I can't

1 A I don't believe so. I can't answer that with
2 a firm thing, but I don't believe so, my guess is it didn't.

3 Q In your experience in visiting Avondale
4 Shipyards, we went into this to some degree before. Is it
5 your recollection that Hopeman Brothers' employees on
6 occasion would be doing work in the engine rooms adjacent to
7 or working side by side with Avondale workers from various
8 crafts?

9 A Yes.

10 Q Was it your experience, also, that there were
11 Avondale employees who would be doing work in the quarters
12 that were being rigged by Hopeman Brothers and doing
13 miscellaneous tasks at the time that Hopeman Brothers'
14 people were doing their work?

15 A Yes, sometimes there wasn't some
16 miscellaneous, but yes.

17 Q Why the qualifications?

18 A Well, you said during miscellaneous tasks,
19 sometimes they were doing their work because they hadn't
20 gotten out of our way, but yes, frequently they were working
21 together. They were working on their work and we were
22 working on ours.

23 Q I want to go through one more time, at least
24 partially, some of the shipyards that you know Hopeman
25 Brothers did some work at during the time you were there,
26 just to ask you one question or really two questions about

REPORTER'S CERTIFICATE

STATE OF VIRGINIA

COUNTY OF ROANOKE, to-wit:

I, Jacky Spearman King, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, do hereby certify that the foregoing deposition of BERTRAM HOPEMAN was duly taken by and before me at the time and place and for the purpose specified in the caption thereof, and said witness having been duly sworn by me to testify the whole truth and nothing but the truth concerning the matter in controversy.

I do further certify that the said deposition was taken by means of the Stenomask and transcribed on a typewriter under my supervision.

I further certify that I am not connected by blood or marriage with any of the parties to this action, am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, or financially interested in the action, or interested directly or indirectly in the matter in controversy.

Given under my hand this 25th day of May, 1992.

Jacky Spearman King
Jacky Spearman King
Court Reporter and Notary Public

My commission expires March 21, 2000.

DEPONENT'S CERTIFICATE

I, BERTRAM HOPEMAN have read the foregoing transcript and agree that it is accurate and correct.

Bertram Hopeman

Notary Public

My commission expires _____.

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24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

DOUGLAS R. ABADIE, ET AL

NO. 424-010

-vs-

DIVISION "J"

METROPOLITAN LIFE INSURANCE COMPANY, ET AL

THIS PLEADING APPLIES ONLY TO THE CASE OF
ROLAND J. PARR, DECEASED

ALSO ALFRED LEE NO. 457-354

COPY

Deposition of MR. WILLIAM H. BOOTH, taken
by Defendants, pursuant to notice, at the
LaQuinta Inn, 794 East I-10 Service Road,
Slidell, Louisiana 70461, on August 31,
1994.

REPORTED BY: PAUL W. WILLIAMS, CCR
CERTIFIED SHORTHAND REPORTER
STATE OF LOUISIANA

1 WILLIAM H. BOOTH,
2 having been first duly sworn, was examined
3 and testified as follows:

4 EXAMINATION BY MR. STOUT:

5 Q. Would you state your full
6 name, please.

7 A. William H. Booth.

8 MR. STOUT:

9 Before we begin the
10 deposition, do we have the usual comments?
11 Mr. Booth has got his own -- I understand
12 Mr. Booth has his own asbestos-related
13 personal injury suit, and he has been
14 noticed for deposition by me solely for
15 purposes of taking his deposition in his
16 role as a product identification witness
17 in the Parr and Lee cases in which he has
18 been listed as a witness for plaintiffs in
19 the Third Supplemental and Amended List.

20 We are reserving our right
21 to redepose Mr. Booth with regard to his
22 own suit at the appropriate time.

23 Is that correct, Mickey?

24 MR. LANDRY:

25 Except that I don't think

1 the time of Hurricane Camille, which I
2 believe is sixty-nine.

3 Now, that is when he went
4 to Ingalls to build some type of aircraft
5 boat or something related to Vietnam or
6 something.

7 EXAMINATION BY MR. STOUT:

8 Q. Is that about right?

9 A. (Witness nods head
10 affirmatively) summer of sixty-nine when I
11 went over there.

12 Q. You went over to Ingalls?

13 A. Yes.

14 Q. But other than that summer
15 of sixty-nine at Ingalls, was all your
16 employment for Hopeman from '64 to '73 at
17 Avondale?

18 A. Uh-huh.

19 Q. Okay.

20 A. Correct.

21 Q. So the only two locations
22 you ever worked at for Hopeman Brothers
23 would be the Ingalls Shipyard in
24 Pascagoula and Avondale Shipyard in the
25 New Orleans area?

1 A. (Witness nods head
2 affirmatively).

3 Q. Is that correct?

4 A. That's right.

5 Q. Now, as far as Avondale is
6 concerned, was all of your work at
7 Avondale at the Main Yard?

8 A. (Witness nods head
9 affirmatively) yes.

10 Q. The yard right along the
11 River by the Huey P. Long Bridge?

12 A. Main Yard, yes.

13 Q. You never worked at the
14 Harvey Canal Yard --

15 A. No.

16 Q. -- or Belle Chasse or
17 anything like that?

18 A. No.

19 Q. Okay. Let's talk only
20 about your Avondale employment -- I mean
21 your employment for Hopeman Brothers at
22 Avondale Shipyards.

23 Do you remember the names
24 of any of your supervisors or foremen at
25 Hopeman Brothers during that time?

1 negatively) no, I sure don't.

2 MRS. GREHAN:

3 That's all the questions I
4 have.

5 EXAMINATION BY MR. SMITH:

6 Q. This wallboard that you
7 talked about and bulkhead board, did that
8 have to be cut?

9 A. Yes.

10 Q. How did you saw it?

11 A. Skil-saw.

12 Q. Skil-saw?

13 A. Yes.

14 Q. Did the saw have a vacuum
15 on it?

16 A. No.

17 Q. You never saw a saw with a
18 vacuum on it?

19 A. No.

20 Q. Was it a dusty process when
21 you cut the board?

22 A. Yes.

23 Q. Was it heavy dust, like
24 sawdust, or dust like powder?

25 A. More like a powder.

1 Q. Could you see it in the
2 air?

3 A. Yes.

4 Q. Did you ever personally cut
5 the board?

6 A. Yes.

7 Q. Were there other -- where
8 did you cut the board?

9 A. Oh, most handy spot.

10 Q. Well, could you tell me, in
11 the engine room of a vessel or --

12 A. No.

13 Q. No?

14 A. No, always close to where
15 you are putting it up.

16 Q. Which is in the bulkheads?

17 A. Yes -- well, your
18 compartment where you are putting it up.

19 Q. Okay, what compartments?

20 A. Whoever which one you are
21 working on.

22 Q. Well, I don't know that
23 much about a ship, so if you could, tell
24 me the different compartments.

25 A. Well, compartments are in a

1 ship kind of like a motel room or hotel
2 room.

3 Q. Okay. So you think they
4 were living quarters?

5 A. Yes.

6 Q. Were other crafts in the
7 immediate vicinity when you cut the board?

8 A. Yes.

9 Q. Did they have any kind of
10 kiosk or thing that was enclosed with wood
11 or plastic where you cut the board or was
12 it in an open area?

13 A. Open area.

14 MR. SMITH:

15 That's all I have. Thank
16 you.

17 EXAMINATION BY MR. BRASFIELD:

18 Q. Have you ever heard of U.
19 S. Rubber Company?

20 Did you hear me okay?

21 A. Yeah, but I don't recall
22 it.

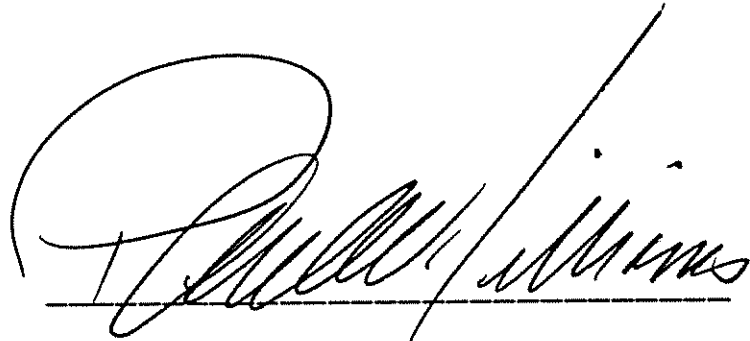
23 Q. Have you ever heard of
24 UniRoyal?

25 A. Yes.

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CERTIFICATE

I, PAUL W. WILLIAMS, Certified Shorthand Reporter in and for the State of Louisiana, do hereby certify the above and foregoing is true and correct as taken by me on August 31, 1994.



PAUL W. WILLIAMS, C.S.R.

CERTIFICATION OF DEATH

BIRTH NUMBER:

STATE FILE NUMBER: 2023-046-00092

10153061

DECEDENT		DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) DANDRY JR , MICHAEL P	DATE OF BIRTH 1953	DATE OF DEATH 11/05/2023	TIME OF DEATH 04 00 PM
		PLACE OF BIRTH - (CITY, STATE, COUNTRY) NEW ORLEANS, LA UNITED STATES	SEX MALE	SOCIAL SECURITY NUMBER 5509	AGE 70 YEARS
DECEDENT'S ALIAS NAME(S) - (LAST, FIRST, MIDDLE, SUFFIX)					
RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 2913 PRITCHARD DR. , MARRERO, LA 70072 UNITED STATES				WITHIN CITY LIMITS? YES	PARISH/COUNTY JEFFERSON
PERSONAL		EVER IN U.S. ARMED FORCES? NO	OCCUPATION BUILDING MAINTENANCE	INDUSTRY OF OCCUPATION MAINTENANCE	
		MARITAL STATUS DIVORCED	NAME OF SURVIVING SPOUSE (LAST, FIRST, MIDDLE, SUFFIX)		
		FATHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) DANDRY SR , MICHAEL	FATHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) MARRERO, LA UNITED STATES		
		MOTHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) MISTRETTE, MARY	MOTHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) UNKNOWN, LA UNITED STATES		
		INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) CONSTANZA, ERICA	RELATIONSHIP TO DECEDENT ADULT DAUGHTER	INFORMANT'S ADDRESS 1465 E. SEGO LILY CT. , LAYTON, UT 84040 UNITED STATES	
EDUCATION: SOME COLLEGE CREDIT, BUT NO DEGREE					
OF HISPANIC ORIGIN? NO, NOT SPANISH/HISPANIC/LATINO					
RACE: WHITE					
DEATH INFO		PLACE OF DEATH DECEDENT'S HOME	FACILITY NAME		
		FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 2913 PRITCHARD RD. , MARRERO, LA 70072 UNITED STATES			PARISH/COUNTY JEFFERSON
DISPOSITION		METHOD OF DISPOSITION CREMATION	PLACE OF DISPOSITION BAGNELL & SON CREMATORY		
		PLACE OF DISPOSITION - (CITY, STATE, COUNTRY) COVINGTON, LA UNITED STATES	DATE OF DISPOSITION 11/20/2023		
FUNERAL FACILITY		FUNERAL FACILITY NAME NEW ORLEANS FUNERAL AND CREMATION SERVICE	ADDRESS OF FUNERAL FACILITY 9200 I-10 SERVICE RD. , NEW ORLEANS, LA 70127 UNITED STATES		
		NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX) MAGEE, LORANZO	LICENSE NUMBER U1755	CORONER NOTIFIED? Y	
		SIGNATURE OF FUNERAL DIRECTOR "e-sign"	DATE 12/20/2023		
MEDICAL INFO		MANNER OF DEATH IF FEMALE? DID TOBACCO USAGE CONTRIBUTE TO DEATH?	NATURAL NOT APPLICABLE NO		
CAUSE OF DEATH		PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.			APPROXIMATE INTERVAL Onset to Death
		(IMMEDIATE CAUSE - (Final disease or condition resulting in death))	a. DYSPHAGIA WITH NO ORAL INTAKE	1 WEEKS	
		Sequentially list conditions, if any, leading to the cause listed on line a	b. PROGRESSION TO MALIGNANT ASCITES	1 MONTHS	
		Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	c. MESOTHELIOMA WITH MALIGNANT PLEURAL EFFUSION	6 MONTHS	
			d.		
		PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.			
INJURY INFORMATION		WAS AN AUTOPSY PERFORMED? NO	FINDINGS USED IN DETERMINING CAUSE? NOT APPLICABLE		
		PLACE OF INJURY	DATE OF INJURY	TIME OF INJURY	INJURY AT WORK
		LOCATION OF INJURY - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY)			IF TRANSPORTATION INJURY, SPECIFY.
		DESCRIBE HOW INJURY OCCURED			PARISH/COUNTY
CERTIFIER		I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/6/2023 TO 11/5/2023 AND THAT DEATH OCCURED ON THE DATE AND HOUR STATED AND DUE TO THE CAUSE(S) AND MANNER STATED.			
		SIGNATURE OF CERTIFIER "e-sign"	DATE	11/11/2023	
		CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX) JOPLIN, CHRISTOPHER A			
		CERTIFIER TITLE: CERTIFYING PHYSICIAN			
		CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 1700 BELLE CHASSE HWY. - APT/STE STE 230 , GRETNA, LA 70056 UNITED STATES			
		BURIAL TRANSIT PERMIT 550090	PARISH OF ISSUE ORLEANS	DATE OF ISSUE 11/10/2023	DATE FILED WITH REGISTRAR 12/20/2023
REGISTRAR		SIGNATURE OF REGISTRAR "e-sign" NADINE MIMS SMITH			
		ISSUED BY: Thomas, Karen			
		Issued On: 1/24/2024 9:18:35 AM			

EXHIBIT
32



10153061

A REPRODUCTION OF THIS DOCUMENT IS VOID AND INVALID.
DO NOT ACCEPT

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A CERTIFICATE OR DOCUMENT REGISTERED WITH THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA - R.S.40:32, ET SEQ.

Devin George
DEVIN GEORGE
STATE REGISTRAR



COMPREHENSIVE GENERAL LIABILITY POLICY

LA-121-010461-185 R



FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

THIS POLICY CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

65-66

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

Coverage A — BODILY INJURY LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage B — PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS With respect to such insurance as is afforded by this policy, the company shall:

- (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (2) pay all expenses incurred by the company, all costs

taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

DEFINITION OF INSURED The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

POLICY PERIOD, TERRITORY This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

III

IV

EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;
- (b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;
- (c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;

3/0

- (d) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);
- (e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- (f) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) under coverage A, except with respect to liability as-

no coverage if covered by WC or disability benefits

EXHIBIT 33

to b.i. of insured's employee arising out of & in the course of employment of the insured

summed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

- (h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;
- (i) under coverage B, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for firehose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;

- (j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;
- (k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

CONDITIONS

1 PREMIUM The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

- (1) the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent

contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

- (3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

- (5) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 INSPECTION AND AUDIT The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3 DEFINITIONS (a) Contract The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

- (1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.
- (2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) Products Hazard The term "products hazard" means

- (1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property,

other than such container, rented to or located for use of others but not sold;

- (2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

- 7 SEVERABILITY OF INTERESTS** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
- 8 NOTICE OF ACCIDENT** When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.
- 9 NOTICE OF CLAIM OR SUIT** If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- 10 ASSISTANCE AND COOPERATION OF THE INSURED** The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.
- 11 ACTION AGAINST COMPANY** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

OTHER INSURANCE If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

ASSIGNMENT Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7 DECLARATIONS By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

MUTUAL POLICY CONDITIONS This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined. **18**

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

George A. Potter
SECRETARY

Frank L. Farwell
PRESIDENT

SHORT RATE CANCELTION TABLE

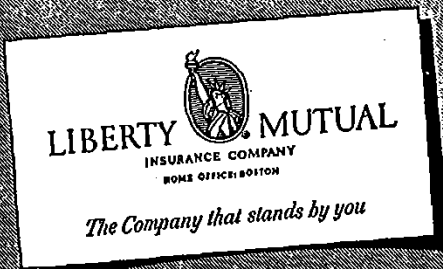
Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

DUPLICATE

COMPREHENSIVE GENERAL LIABILITY POLICY

NO. LPI-121-010461-185R



THIS POLICY IS NONASSESSABLE.

**OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES,
AND
CANADA**

DECLARATIONS

C Comprehensive General Liability Policy

LIBERTY MUTUAL

INSURANCE COMPANY
 HOME OFFICE BOSTON

POLICY NO. LP1-121-010461-185R	TD 33	SALES OFFICE New York	CODE 202	SALESMAN Repetto	CODE 7176	N/R CODE 2	1ST YEAR THIS POLICY 37
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Item 1. Named Insured Hopeman Brothers Inc. and [REDACTED]
 Address 156 E. 46th St., New York 17, N. Y.
 No. Street Town or City Postal Zone No. State

Individual Partnership Corporation (other)
 Business of the named insured is Contracting

Item 2. Policy Period: From 1 1 65 to 1 1 66
 12:01 A.M., standard time at the address of the named insured stated herein.

Item 3. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	DEPOSIT
A - BODILY INJURY LIABILITY	\$ 500,000 each person	\$ [REDACTED]
	\$ 2,500,000 each accident	
	\$ 2,500,000 aggregate products	
B - PROPERTY DAMAGE LIABILITY	\$ 2,500,000 each accident	\$ [REDACTED]
	\$ 2,500,000 aggregate operations	
	\$ 2,500,000 aggregate protective	
	\$ 2,500,000 aggregate products	
	\$ 2,500,000 aggregate contractual	
Contractual Liability Endorsements 210L and 331L		[REDACTED]
	Total Deposit Premium	[REDACTED]
	Premium Discount ([REDACTED])	[REDACTED]
MINIMUM PREMIUM	Discounted Deposit PREMIUM	\$ [REDACTED]
The premium for this policy is payable \$	in advance, \$	on first anniversary and
\$	on second anniversary.	

Audit Basis:
 At Expiration Annual Semi-Annual Quarterly Monthly

Item 4. The declarations are completed on attached schedules designated Pages 1 through 7
 The rating classifications under the Description of Hazards in said schedules or any endorsements do not modify the exclusions or other terms of this policy, but
 (a) part (1) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol x alone or in combination with any other symbols,
 (b) part (2) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol c alone or in combination with any other symbols, or
 (c) exclusion (k) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol u alone or in combination with any other symbols.

Location of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address)	Interest of named insured in each premises (Enter "Owner," "General Lessee" or "Tenant")	Part occupied by Named Insured
See Extension Schedules		

Item 5. The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

The policy, including all endorsements issued therewith, is hereby countersigned by CW [Signature]
 Authorized Representative

Work Units 1-140	Typed by 1-18-65 Date kb	Rating Basis <input type="checkbox"/> R <input checked="" type="checkbox"/> NR	Audit Basis 8 PP	Periodic Payment \$ [REDACTED]	Home State Calif.	Pol. H.G. <input type="checkbox"/> S	Rewrite LP1-121-010461-054R	Accounting Entry Dividend for Exp. Period
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Item 4. *Declarations — Schedule — Description of Hazards*

DIVISIONS	RATING CLASSIFICATIONS	CODE No.
<u>Division 1- Premises</u>	Buildings or Premises	129
<u>Division 1 - Operations</u>	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>Division 2 - Elevators</u>	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
<u>Division 4- Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.O.C.	0521



Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A		COVERAGE B		ADVANCE PREMIUM	
1	PREMISES						
1	OPERATIONS						
2	ELEVATORS						
3	STRUCTURAL ALTERATIONS, New Construction, Demolition						
3	INDEPENDENT CONTRACTORS						
4	PRODUCTS — Completed Operations						
	CONTRACTUAL	Cov. Y		Cov. Z			
	OCCURRENCE 9946						
	OCCURRENCE 9946						
	INCREASED LIMITS BASIC CHARGE 9890						
	PERSONAL INJURY DIV. 1 9840						
	PERSONAL INJURY END. 10 9840						
	DELETION OF CARE CUSTODY AND CONTROL 776						
	MALPRACTICE 332						
	Annual TOTAL ADVANCE PREMIUM						

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Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A		COVERAGE B		ADVANCE PREMIUM	
1	PREMISES	████	████	████	████	████	████
1	OPERATIONS	████		████		████	████
2	ELEVATORS	████	████	████	████	████	████
3	STRUCTURAL ALTERATIONS, New Construction, Demolition						
3	INDEPENDENT CONTRACTORS						
4	PRODUCTS — Completed Operations	████	████	████	████	████	████
	CONTRACTUAL	Cov. Y	████	Cov. Z	████	████	████
	OCCURRENCE	████	████			████	████
	OCCURRENCE			████	████	████	████
	INCREASED LIMITS BASIC CHARGE	████	████	████	████	████	████
	PERSONAL INJURY DIV. 1	████	████			████	████
	PERSONAL INJURY END. #10	████	████			████	████
	DELETION OF CARE CUSTODY AND CONTROL			████	████	████	████
	MALPRACTICE	████	████			████	████
	TOTAL DEPOSIT PREMIUM					████	████
	PREMIUM DISCOUNT █████					████	████
	Discounted Deposit TOTAL/ADVANCE PREMIUM					████	████

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Item 4. Declarations — Schedule.

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES			RATES		ADVANCE PREMIUMS				
		CODE No.	(a) REMUNERATION (b) AREA (c)	(c) FRONTAGE	(d) NO.	COVERAGE A	COVERAGE B	COVERAGE A		COVERAGE B	
						(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 315 X		MO 331 CO 332 X OL & T 333 X	
DIVISION 1 — PREMISES — NEW YORK			(b)								
152 E. 46th St. New York, N. Y.	01										
	129										
<u>Division 1-Operations</u>			(a)								
154-156 E. 46th St. New York, N. Y.		Greater New York (Excluding the Borough of Richmond)									
	1										
	2457	If any									
	2464A	If any									
	2464B	If any									
	3457	If any									
	3759	30,000									
	5146	If any									
	5437	If any									
	New York State Remainder										
	2										
	2457	If any									
	2464A	If any									
	2464B	If any									
	3457	If any									
	5146	If any									
	5437	If any									
M-Minimum											

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Item 4. *Declarations — Schedule.*







































DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES			RATES		ADVANCE PREMIUMS	
		(a) REMUNERATION (b) AREA (c)	(c) - FRONTAGE	(d) NO.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
DIVISION 1 — PERKINS — OPERATIONS	CODE No.				(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAL FT. OF FRONTAGE (d) PER UNIT		MO 311 CO 312 X OL & T 313	MO 311 CO 312 X OL & T 313
		<u>State of Alabama</u>						
	3457	If any			██████	██████		
	3759	If any			██████	██████		
		<u>State of California</u>						
	2457	If any			██████	██████		
	2464A	If any			██████	██████		
	2464B	If any			██████	██████		
	3457	If any			██████	██████		
	3759	If any			██████	██████		
	5146	If any			██████	██████		
	5437	503,000			██████	██████	██████	██████
		<u>State of Louisiana</u>						
	3457	If any			██████	██████		
	3759	If any			██████	██████		
	5437	40,000			██████	██████	██████	██████
		<u>State of Maryland</u>						
	2457	If any			██████	██████		
	2464A	If any			██████	██████		
	2464B	If any			██████	██████		
	3457	If any			██████	██████		
	3759	If any			██████	██████		
	5146	If any			██████	██████		
	5437	If any			██████	██████		

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Item 4. Declarations — Schedule.

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES			RATES		ADVANCE PREMIUMS		
		CODE No.	(a) REMUNERATION (b) AREA (c)	(c) FRONTAGE	(d) NO.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
DIVISION 1 — CONCRETE — OPERATIONS					(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT			MO 311 CO 312 X OL & T 313	MO 331 CO 332 OL & T 333
 Mass.		State of Massachusetts							
	3759	2,800							
	5437	If any							
		State of New Jersey							
	2457	If any							
	2464A	If any							
	2464B	If any							
	3457	If any							
	3759	If any							
	5146	If any							
	5437	If any							
		State of Pennsylvania							
 Pennsylvania	2457	If any							
	2464A	If any							
	2464B	If any							
	3457	If any							
	3759	If any							
	5146	If any							
	5437	25,000							

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SCHEDULE OF RATES AND PREMIUMS

ITEM 4 Declarations — Schedule.

PREMIUM BASES:		B.I.	P.D.		B.I.	P.I.
DIVISION 1 (Operations-Premises)	(a) Per \$100 REMUNERATION	MO	311	331	X 315	X 31
	(b) Per 100 Sq. Ft. of AREA	MO	311	331	317	31
	(c) Per LINEAR FT. OF FRONTAGE	CD	312	X 332	X 310	X 31
	(d) Per UNIT	OL & T	313	333	316	31
	(e)					
DIVISION 2 (Elevators) — Each						
DIVISION 3 (Independent Contractors) — Each \$100 of Cost						
DIVISION 3 (Structural Alterations) —						
DIVISION 4 (Products) (a) Each \$1000 of Sales (b) Per \$1000 Receipts				X 310	X 31	
CONTRACTUAL — Each Agreement						

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Rates		Premiums		
				Cov. A	Cov. B	Cov. A	Cov. B	
<u>Division 1-Operations</u>								
State of Virginia								
		2457	If any					
		2464A	If any					
		2464B	If any					
		3457	If any					
		3759	If any					
		5146	If any					
		5437	8,100					
			Total Division 1-M & C Premium					
			M & C Deposit					
			Total Division 1-Premium					
			Total Division 1-Deposit					
<u>Division 2-Elevators</u>								
154-156 E. 46th St.								
New York, N. Y.								
	1	033	I					
<u>Division 4-Products</u>								
New York State								
		1203	(b) 200,000					
Louisiana								
		1203	If any					
All Other States								
		1203	4,202,000					
			Total Division 4-Premium					
			Deposit Premium					
Minimum Premium								
Coverage A: [REDACTED]								
Coverage B: [REDACTED]								
M-Minimum								
				PREMIUM				

Policy No. IP1-121-010461-185R

1069
126
195

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

DUPLICATE

The policy of which this endorsement is issued to form a part is amended as indicated by typed entries hereunder:

Locations:

LIMITS OF LIABILITY

Coverage A — Bodily Injury Liability	Coverage — Property Damage Liability	Coverage
\$ each person	\$ each accident	\$ each person
\$ each accident	\$ aggregate operations	\$ each accident
\$ aggregate products	\$ aggregate protective	\$ aggregate
	\$ aggregate products	
	\$ aggregate contractual	

Item 4 — (Coverage Code: B. I. P. D.)

Division 1-Operations Add:	Code No.	Premium Bases Remm- eration	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
Savannah, Georgia								
Carpentry	5437	If any						
Occurrence								
1% of B.I. Premium	9946							
5% of P.D. Premium	9946							
Personal Injury								
10% of Div. 1 Premium	9840							
Adjustment of premium shall be made					Premium			

Premium \$ To be adjusted on audit

Periodic Payment \$

Effective Date 7-19-65

Expiration Date 1-1-66

Audit Basis 8

For attachment

to Policy No. LP1-121-010461-185R TD33

Issued to Hopeman Brothers Inc.

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman — *Frank L. Sawell*
CW Spear

Countersigned by

AUTHORIZED REPRESENTATIVE

Work Count

11L ED. 2
 LP LS LT LU
 (10-1-63)

Issued wd 7-29-65 Sales Office and No. 202

End. Serial No. 29

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy of which this endorsement is issued to form a part is amended as indicated by typed entries hereunder:

Locations:

LIMITS OF LIABILITY

Coverage A — Bodily Injury Liability	Coverage — Property Damage Liability	Coverage
\$ each person	\$ each accident	\$ each person
\$ each accident	\$ aggregate operations	\$ each accident
\$ aggregate products	\$ aggregate protective	\$ aggregate
	\$ aggregate products	
	\$ aggregate contractual	

Item 4 — Division 1 - Operations (Coverage Code: B. I. P. D.)

	Code No.	Premium Bases	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
<u>Louisiana</u>								
Revised Rates	3457		██████	██████				
	3759		██████	██████				
	5437		██████	██████				
Division 4 - Products								
	1203		██████	██████				
Experience Percentages 27% debit Basic								
Adjustment of premium shall be made					Premium			

Premium \$ To be adjusted on audit

Periodic Payment \$

Effective Date 3-1-65

Expiration Date 1-1-66

Audit Basis 8

For attachment

to Policy No. LP1-121-010461-185R TD33

Issued to Hopeman Brothers Inc.

LIBERTY MUTUAL INSURANCE COMPANY

Anna G. Boorman *Frank L. Farrell*
 Countersigned by *CW [Signature]*
 AUTHORIZED REPRESENTATIVE

Work Count

11L ED. 2
 LP LS LT LU
 (10-1-63)

Issued wd 6-23-65 Sales Office and No. 202

End. Serial No. 28

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the state of Louisiana;
 - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LP1-121-010461-205R (Wayne Manufacturing Corporation)	\$ 400.17
AEL-121-010461-165 (Hopeman Brothers Inc.)	1,625.23
LP1-181-016426-055 (████████████████████)	880.00
Canada	
LP1-121-010461-155 (Hopeman Bros. Inc., etal)	428.83

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-121-010461-185R

Issued to

2237
(11-23-59)

Issued

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 23

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Nuclear Energy Endorsement	2234	
Amendatory Endorsement Independent Contractors	67L	No. 2
Contractual Endorsement	210L	No. 6
Amendatory Endorsement	102	No. 7
Contractual Liability Endorsement	331L	No. 8
Interpretation of Notice of Accident Condition	102	No. 12
Amendment of Insuring Agreement I	102	No. 15
Deductible Property Damage Liability	102	No. 17
Policy Period Territory	102	No. 19

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. IP1-121-010461-185R

Issued to

Frank L. Sawell
PRESIDENT

George A. Potter
SECRETARY

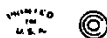
Countersigned by *CW [Signature]*
AUTHORIZED REPRESENTATIVE

652
Louisiana

Issued

Sales Office and No.

End. Serial No. 22



Watercraft Exclusion

It is agreed that Exclusion (c) Paragraph (1) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy ~~and~~ No. LP1-121-010461-185R

Issued to

Work Coast

Frank L. Farwell

PRESIDENT

Bruce E. Doorman

SECRETARY

CW Spencer

Countersigned by.....

AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

End. Serial No. 21

Foreign Coverage Endorsement

It is agreed that such insurance as is afforded by the policy also applies with respect to accidents which occur during the policy period elsewhere than within the United States of America, its territories or possessions, or Canada, provided, however, that any claims or suits must be instituted in a court of the United States of America or Canada.

<u>Code</u>	<u>Rates</u>
3759	State of Hire

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis
For attachment

to Policy ~~number~~ No. LP1-121-010461-185R

Issued to

Work Coast

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

CW Spear

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

End. Serial No. 20

Policy Period, Territory
(Limited to the United States of America)

It is agreed that Insuring Agreement IV of the policy is amended to read:

"Policy Period, Territory. This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions".

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy ~~and~~ No. IP1-121-010461-185R

Issued to

Work Coast

(78IM)

Issued

Countersigned by

Sales Office & No.

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

CW [Signature]
AUTHORIZED REPRESENTATIVE

End. Serial No. 19

ANNIVERSARY RATING DATE ENDORSEMENT

The rates shown in the policy are manual rates with experience modification. Such rates will subsequently be adjusted as of the normal anniversary rating date shown below to conform to a revised modification to be expressed by an endorsement issued to form a part of the policy.

Normal Anniversary Rating Date: 3-1-64 to 3-1-65

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy ~~xxxx~~ No. LP1-121-010461-185R

Issued to

Work Count

405LM

Issued

Countersigned by _____

Sales Office & No.

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

C. W. Spear
AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

End. Serial No. 18

Deductible Property Damage Liability
(Limited Form)

It is agreed that exclusion (h) of the policy jacket is amended to read as follows:

Under Coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured or (2) except with respect to liability under sidetrack agreements, property used by the insured, or (3) any goods or products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises.

It is agreed that such insurance as is afforded by this endorsement for property damage liability, designated coverage B of the policy, applies subject to the following provisions:

1. \$1,000 will be deducted from the total amount of all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law for damages on account of each accident, and the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each accident as stated in Item 3 of the declarations.
2. The terms of the policy, including those with respect to notice of accident and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No.: IP1-121-010461-185R Attach to Endorsement No. 17
Issued to: Hopeman Brothers, Inc., etal (1 of 3)

It is agreed that provisions of this endorsement apply only to the locations listed below, it is further agreed that the provisions of this endorsement will also apply to additional locations provided that the insured notifies the company within 30 days after the commencement of work by the insured at each such additional location, but such notification to the company will not be required if the total cost of the work let to the named insured at an additional location does not exceed \$5,000.

[REDACTED]
[REDACTED] Pennsylvania [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] Va. [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] New Jersey [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED], California [REDACTED]
[REDACTED]

Avondale Shipyards
New Orleans, Louisiana
Hulls #1040, 1041, 1042, 1043, 1052, 1053, 1054, 1055

[REDACTED]
[REDACTED] Texas [REDACTED]
[REDACTED]

Policy No.: LP1-121-010461-185R Attach to Endorsement No. 17
Issued to: Hopeman Brothers Inc., etal (2 of 3)

[REDACTED]
[REDACTED]
[REDACTED], N. Y.
[REDACTED]
[REDACTED]

	<u>Payroll</u>	<u>P. D. Rate Per \$100 of Payroll</u>	<u>Premium</u>
Deletion of Care Custody and Control			
776	If any	[REDACTED]	[REDACTED] Minimum

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on extension schedule

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy ~~and~~ No. LP1-121-010461-185R

Issued to

Work Cost

Frank L. Farwell

PRESIDENT

Bruce E. Boorman

SECRETARY

C W Spear

Countersigned by

AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

(3 of 3)

End. Serial No. 17

**EXCLUSION OF ALL HAZARDS IN CONNECTION WITH
DESIGNATED LOCATION**

It is agreed that the policy does not apply to any hazard at the premises designated below or to any hazard elsewhere which arises from goods or products manufactured at or distributed from such premises, or from operations either on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises.

Location of premises

[REDACTED]

[REDACTED] Mississippi

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LP1-121-010461-185R

Issued to

Frank L. Sewell
PRESIDENT

Bruce E. Boorman
SECRETARY

20L
Form G 531
LP LS LT

Issued

Countersigned by

CW [Signature]
AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 16

AMENDMENT OF INSURING AGREEMENT I

To place Bodily Injury Liability and Property Damage Liability on an "occurrence" basis

It is agreed that such insurance as is afforded by the Policy for Bodily Injury Liability and for Property Damage Liability applies subject to the following provisions:

1. In Insuring Agreement I, the words "caused by accident" are deleted.
2. The word "occurrence" is substituted for "accident" wherever else it appears, except in the "Defense, Settlement, Supplementary Payments" insuring agreement and "Assistance and Cooperation" condition.
3. "Occurrence" means either an accident or a continuous or repeated exposure to conditions which result during the policy period in injury to person or real or tangible property which is accidentally caused. All damage arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
4. Under the Bodily Injury Liability Coverage, injury intentionally inflicted shall be deemed an accident unless committed by or at the direction of the insured. The Property Damage Liability Coverage does not apply to injury or destruction caused intentionally by or at the direction of the insured or of any employee or agent of the insured.

1% of B. I. Premium
3 1/2% of P. D. Premium

This endorsement applies only in the State of Louisiana.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy or Bond No. IP1-121-010461-185R

Issued to

Work Coast

(2571M)

Issued

Countersigned by

Sales Office & No.

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

C. W. [Signature]

AUTHORIZED REPRESENTATIVE

End. Serial No.

15

**AMENDMENT OF PROPERTY DAMAGE LIABILITY
COVERAGE — OCCURRENCE**

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for property damage liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an accident or a continuous or repeated exposure to conditions which results in injury during the policy period, provided the insured did not intend that such injury would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5% of Property Damage Premium

Minimum Premium [REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LP1-121-010461-185R

Issued to

2260

(11-1-63)

LP LT LU

Issued

Frank L. Farwell

PRESIDENT

George A. Potter

SECRETARY

Countersigned by

CW [Signature]

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 14

AMENDMENT OF BODILY INJURY LIABILITY
COVERAGE — OCCURRENCE

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for bodily injury liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an unexpected event or happening or a continuous or repeated exposure to conditions which results during the policy period in bodily injury, sickness or disease, including death at any time resulting therefrom, provided the insured did not intend that injury, sickness, disease or death would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

1% of Bodily Injury Premium

Minimum Premium [REDACTED]

Premium \$ Included on extension schedule

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No.

IP1-121-010461-185R

Issued to

2256
(2/11/63)

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Boorman

SECRETARY

Countersigned by

C. W. [Signature]

AUTHORIZED REPRESENTATIVE

End. Serial No. 13

Interpretation of Notice of Accident Condition

It is agreed that in event of an accident written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 8 indicated on the policy jacket.

Amending Condition No. 16

It is agreed that the second sentence of cancellation condition 16 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective."

Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy or Bond No. IP1-121-010461-185R

Issued to

Work Count

Issued

Countersigned by

Sales Office & No.

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

CW [Signature]

AUTHORIZED REPRESENTATIVE

End. Serial No. 12

PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability not inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from false arrest, false imprisonment, detention, assault or assault and battery, slander, or libel, except such slander or libel as results from any advertising or broadcasting activities of the named insured, malicious prosecution of any person or persons, invasion of privacy, wrongful eviction or wrongful entry provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$500,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person, \$2,500,000.

10% of Div. 1 - Premium
Annual Minimum [REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Extension Schedule

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy ~~Number~~ No. IP1-121-010461-185R

Issued to

Work Coast

Frank L. Farwell
PRESIDENT

Bruce E. Doorman
SECRETARY

C W Speacht
AUTHORIZED REPRESENTATIVE

Countersigned by

Issued

Sales Office & No.

End. Serial No. 11

PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability and inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from (a) false arrest, malicious prosecution, wilful detention or imprisonment and (b) libel, slander, defamation of character and (c) invasion of privacy coverage provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$500,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person, \$2,500,000.

It is agreed that the provisions of this endorsement do not apply to:

- (1) injury sustained by any person who is an employee of the named insured at the time of the offense causing the injury,
- (2) all fines and penalties other than punitive or exemplary penalties,
- (3) injury caused by the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.
- (4) the basic nuclear energy liability exclusion

It is further agreed that the provisions of this endorsement apply only with respect to Contract with Holmes Electric Protective Company at 156 E. 46th St., New York, N.Y.

Premium [REDACTED] Flat Charge

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Extension Schedule

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy ~~EX-100~~ No. IP1-121-010461-185R

Frank L. Lawell
PRESIDENT

Bruce E. Doorman
SECRETARY

Issued to

C. W. Spear

Work Coast

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

End. Serial No. 10

AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as afforded under Coverage Y, Contractual Bodily Injury Liability, that Malpractice, error or mistake in rendering or failing to render medical, surgical, dental, X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an accident and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one accident.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Coverage Y Premium

Annual Minimum Premium [REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Extension Schedule

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy ~~xxxxxx~~ No. LP1-121-010461-185R

Issued to

Work Count

Frank L. Sawell

PRESIDENT

Bruce E. Boorman

SECRETARY

C.W. [Signature]

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

End. Serial No. 9

**INCLUSION OF CONTRACTUAL LIABILITY ARISING FROM
 ALL CONTRACTS OF THE TYPE DESCRIBED**

It is agreed that, subject to all the provisions of the endorsement entitled Contractual Liability Coverage Endorsement, such insurance as is or can be afforded under said endorsement, applies to liability assumed under the indemnity or hold-harmless provisions of each contract of the type herein described; provided however, the insurance afforded by this endorsement and said Contractual Liability Coverage Endorsement shall be limited in scope to the assumed liability stated below.

Type of Contract — All written contracts entered into by the insured which are in furtherance of the insured's business, except contracts as defined in Condition 3 (a) of the policy.

Scope of The Assumed Liability: To indemnify and save harmless the indemnitee with respect to the liability imposed upon said indemnitee by law, but only to the extent that such liability arises: 1) solely from operations of the named insured, or 2) from the joint operations of the named insured and the indemnitee, or 3) solely from the operations of the indemnitee; provided such operations are in connection with the subject matter of the named insured's contract with the indemnitee.

It is agreed that the Schedule of the Contractual Liability Coverage Endorsement is amended to include the following:

		SCHEDULE			
Coverages				Limits of Liability	
Y	Contractual Bodily Injury Liability			\$	See each person
				\$	Extension each accident
Z	Contractual Property Damage Liability			\$	Schedule each accident
				\$	aggregate

Description of Operations—Classification	Code No.	Premium Basis	Rates		Advance Premiums	
			Coverage Y	Coverage Z	Coverage Y	Coverage Z
See Extension Schedule Attached			Annual Premium			
			Deposit Premium			

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ **Included on declarations**

Effective Date
 Expiration Date
 Audit Basis

For attachment to Policy No. **LP1-121-010461-185R**

Issued to

Frank L. Farwell
 PRESIDENT

Bruce E. Doorman
 SECRETARY

CW [Signature]
 AUTHORIZED REPRESENTATIVE

Countersigned by _____

331L
 LT LU
 LP LS
 (1-1-60)

Issued

Sales Office and No.

End. Serial No. **8**
 (1 of 2)

Extension Schedule—Contractual Liability Coverage Endorsement

CONTRACTUAL LOCATION OF PROJECT	NAME OF INDEMNITEE AND DATE OF CONTRACT	LIMITS OF LIABILITY		CODE No.	RATES PER \$100 OF CONTRACT COST	
		COVERAGE Y 1. Each Person 2. Each Accident	COVERAGE Z 1. Each Accident 2. Aggregate		315 COVERAGE Y	335 COVERAGE Z
[REDACTED] [REDACTED] [REDACTED] Pennsylvania.	[REDACTED] June 1, 1917	1. 500,000 2. 2,500,000	1. 2,500,000 2. 2,500,000	First Next Over 0554	\$ 500,000 \$ 500,000 \$1,000,000 [REDACTED]	[REDACTED]
156 East 46th St. New York, N. Y.	[REDACTED] Not Stated	Flat Charge		0521	[REDACTED]	[REDACTED]
[REDACTED] Virginia	[REDACTED] Not Stated			0553	[REDACTED]	[REDACTED]
[REDACTED] California	[REDACTED] Not Stated			0553	[REDACTED]	[REDACTED]

Policy No. LP1-121-010461-185R

(2 of 2)

Att. to End. #8

GPO 2563 R1 PRINTED IN U.S.A.

AMENDATORY ENDORSEMENT-CONTRACTUAL LIABILITY COVERAGE

It is agreed that the Contractual Liability Coverage Endorsement 210L, is amended as follows:

- 1. The following exclusions are added to said endorsement:
 - k. under Coverage Z, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion:
 - l. under Coverage Z, to injury to or destruction of wires, conduits, pipes mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling or to injury to or destruction of property at any time resulting therefrom; providing, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual as not subject to this exclusion.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy ~~Number~~ No. IPL-121-010461-185R

Issued to

Work Cont

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

C. W. [Signature]
AUTHORIZED REPRESENTATIVE

Countersigned by

AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

End. Serial No. 7

CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT

The company agrees with the named insured, in consideration of the payment of the premium and in reliance upon the statements in the declarations and in the schedule below and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

INSURING AGREEMENTS

I. Coverage Y — Contractual Bodily Injury Liability

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage Z — Contractual Property Damage Liability

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

II. **Defense, Settlement, Supplementary Payments.** The provisions of Insuring Agreement II of the policy, other than paragraph (b) (3) thereof, are applicable to the insurance afforded under this endorsement. With respect to such injury, sickness, disease or destruction as is covered by the terms of this endorsement, the company also shall defend an arbitration proceeding wherein an indemnitee under a written contract designated in the schedule below seeks damages against the insured on account thereof, and wherein the company is entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such arbitration proceedings.

III. **Definition of Insured.** The provisions of Insuring Agreement III of the policy are applicable to the insurance afforded under this endorsement.

IV. **Endorsement Period, Territory.** This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This endorsement does not apply:

- (a) to liability for any warranty of goods or products;
- (b) to damages awarded in arbitration other than an arbitration proceeding as described in Insuring Agreement II of this endorsement but this exclusion shall not apply as respects a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator or escalator maintenance agreement;
- (c) to any obligation for which the insured may be held liable in an action on a contract by a person not a party thereto;
- (d) if the insured or indemnitee is an architect, engineer or surveyor, to injury, sickness, disease, death or destruction arising out of defects in maps, plans, designs or specifications, prepared, acquired or used by the insured or indemnitee;
- (e) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (f) to liability imposed upon any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- (g) under coverage Y, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) under coverage Z, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this endorsement, property used by or in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;
- (i) under coverage Z, to injury to or destruction of any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

(Continued on page 2)

210L
Form A & G 498
LP LS
LT LU
(Rev. 6-1-62)
Page 1 of 3

CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT (Continued)

SCHEDULE

Coverages	Limits of Liability
Y Contractual Bodily Injury Liability	\$ 500,000 each person \$ 2,500,000 each accident
Z Contractual Property Damage Liability	\$ 2,500,000 each accident \$ 2,500,000 aggregate

DESIGNATION OF CONTRACTS CLASSIFICATION	CODE No.	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES		ADVANCE PREMIUMS		
			COVERAGE Y	COVERAGE Z	COVERAGE Y	COVERAGE Z	
			PREMIUM BASIS				
		(a) Number Insured	(a) Per Contract		316		
		(b) Cost	(b) Per \$100 of Cost			336	
		See Inclusion of Contractual Liability Arising from All Contracts of the Type Described Form No. 331L					

This endorsement is subject to the Nuclear Energy Liability Exclusion (Broad Form) forming a part of the policy.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment
to Policy No. LP1-121-010461-185R

Issued to

210L
Form A & G 498
LP LS
LT LU
(Rev. 6-1-62)
Page 2 of 3

Issued

Frank L. Sawell
PRESIDENT

George A. Potter
SECRETARY

Countersigned by

C.W. Apocallip
AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 6

LIMITS OF LIABILITY — ELEVATORS
(Interpretive Endorsement)

It is agreed that such insurance as is afforded by the policy with respect to the ownership, maintenance or use of elevators applies subject to the following provisions:

1. The limits of liability stated in the declarations as applicable to "each person" and "each accident" apply separately to each elevator.
2. The word "elevator" means any hoisting or lowering device to connect floors or landings at the premises, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. IP1-121-010461-185R

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Doorman
SECRETARY

214L
LP LS
(8-1-57)

Countersigned by

[Signature]
AUTHORIZED REPRESENTATIVE

Issued

Sales Office and No.

End. Serial No. 5

AMENDMENT OF "ALCOHOLIC BEVERAGES" EXCLUSION
NEW JERSEY — PENNSYLVANIA

It is agreed that:

1. The policy does not apply under any Liability Coverage to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person; and under any Medical Payments Coverage, to any expense resulting from such selling, serving or giving of any alcoholic beverage.
2. The exclusion in the policy relating to the sale, gift, distribution or use of any alcoholic beverage is amended accordingly.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Effective Date
Expiration Date

For attachment
to Policy No. LP1-121-010461-185R

Bruce E. Boorman
SECRETARY

Issued to

Countersigned by *CW Speacht*

AUTHORIZED REPRESENTATIVE

410L

Form G735a Issued
LO LP LS LT LU

Sales Office and No.

End. Serial No. 4

**LIMITATION OF INSURANCE—NEW YORK REGISTERED
MOTOR VEHICLES**

It is agreed that:

1. In the exclusion of the policy pertaining to automobile accidents away from premises, the word "automobiles" means any automobile as defined in the policy and also includes, while in locomotion upon a public highway, any other motor vehicle subject to New York motor vehicle registration if the accident arises out of such locomotion.
2. Regardless of whether the accident occurs on or away from premises, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading of any asphalt or tar spreader, concrete mixer, road grader, oiler, roller, scraper, combination dirt mover and scraper unit, or railroad, dock or industrial truck, registered in New York as a motor vehicle, but this exclusion does not apply to such insurance as is afforded by the policy with respect to (a) operations performed for the named insured by independent contractors or (b) liability assumed by the insured under a contract or agreement. An industrial truck is any specially constructed truck or tractor unit, usually a low four-wheel gas or electric truck, designed for use principally on the insured's premises.
3. When used as a premium basis, the word "remuneration" shall not include any remuneration of the driver of any equipment described above.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. IP1-121-010461-185R

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

347L
Form G729a
LP LS LT
(4-1-60)

Countersigned by

C. W. Spencer
AUTHORIZED REPRESENTATIVE

Issued

Sales Office and No.

End. Serial No.

3

AMENDATORY ENDORSEMENT
(Independent Contractors)

It is agreed that with respect to operations performed by independent contractors, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading, of automobiles while away from the premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, so long as the named insured has other valid and collectible insurance against such hazard.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

George A. Potter
SECRETARY

CW [Signature]

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-121-010461-185R

Issued to

67L
LP LT LU

Issued

Sales Office and No.

End. Serial No. 2

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include [REDACTED] but only with respect to Real Estate Management for Hopeman Brothers, Inc.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy ~~and Bond~~ No. IP1-121-010461-185R

Issued to

Work Cost

Frank L. Sawell

PRESIDENT

Bruce E. Boorman

SECRETARY

CW Spear

Countersigned by.....

AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

End. Serial No. 1

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No.

Issued to

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

C. W. Speacht

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No.

2234
MB A&G 661A
10-1-59

Page 2
PRINTED
IN
U.S.A.

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: **LP1-121-010461-185R**

Name of Policyholder:

Address:

Countersigned by John Thomas
(Resident Agent of Liberty Mutual Insurance Company)

PENNSYLVANIA
(State)

Sales Office _____

1710

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: **LP1-121-010461-185R**

Name of Policyholder:

Address:

Countersigned by Bruce E. Boorman
(Resident Agent of Liberty Mutual Insurance Company)

VIRGINIA
(State)

Sales Office _____

1710

CHANGE OF FACSIMILE SIGNATURE

The facsimile signature of Bruce E. Boorman is hereby substituted for the facsimile signature of George A. Potter wherever it may appear in this policy or in any endorsement issued to form a part hereof.

LIBERTY MUTUAL INSURANCE COMPANY
LIBERTY MUTUAL FIRE INSURANCE COMPANY

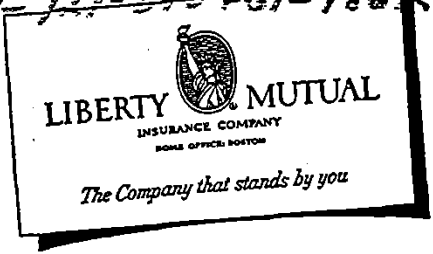
Bruce E. Boorman
SECRETARY

Frank L. Lawell
PRESIDENT

2261

SENSITIVE GENERAL LIABILITY POLICY

~~164-131-01461-1868~~



FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

3rd party claims - covered on open house 9/1/68

66-67

*Henry
Per Mr. [unclear]; EBS*

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

- I Coverage A — BODILY INJURY LIABILITY** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.
- Coverage B — PROPERTY DAMAGE LIABILITY** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

- taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- (3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

II DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such insurance as is afforded by this policy, the company shall:

- (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (2) pay all expenses incurred by the company, all costs

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

DEFINITION OF INSURED The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

POLICY PERIOD, TERRITORY This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;
- (b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;
- (c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;

- (d) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);
- (e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- (f) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) under coverage A, except with respect to liability as-

III

IV

37



sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

- (h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;
- (i) under coverage B, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for firehose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;

- (j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;
- (k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

CONDITIONS

1 PREMIUM The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

- (1) the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent

contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

- (3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

(5) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 INSPECTION AND AUDIT The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3 DEFINITIONS (a) Contract The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

- (1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.
- (2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) Products Hazard The term "products hazard" means

- (1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property,

other than such container, rented to or located for use of others but not sold;

- (2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

7 SEVERABILITY OF INTERESTS The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8 NOTICE OF ACCIDENT When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9 NOTICE OF CLAIM OR SUIT If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

10 ASSISTANCE AND COOPERATION OF THE INSURED The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

11 ACTION AGAINST COMPANY No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

OTHER INSURANCE If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

ASSIGNMENT Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

17 DECLARATIONS By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

MUTUAL POLICY CONDITIONS This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined. **18**

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-66	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY



THIS POLICY IS NONASSESSABLE.

OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES,
 AND
 CANADA

DECLARATIONS

Comprehensive General Liability Policy



POLICY NO. LP1-121-010461-186R	TD 33	SALES OFFICE New York	CODE 202	SALESMAN Ruppel	CODE 7377	N/R CODE 2	1ST YEAR THIS POLICY 37
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Item 1. Named Insured Hopeman Brothers Inc. and [REDACTED]

Address No. Street Town or City Postal Zone No. State
 156 E. 46th St. New York 17, N.Y.

Individual Partnership Corporation (other)
 Business of the named insured is Contracting

Item 2. Policy Period: From 1-1-66 to 1-1-67
 12:01 A.M., standard time at the address of the named insured stated herein.

Item 3. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	Deposit ADVANCE PREMIUMS
A - BODILY INJURY LIABILITY	\$ 100,000 each person	\$ [REDACTED]
	\$ 300,000 each accident	
	\$ 300,000 aggregate products	
B - PROPERTY DAMAGE LIABILITY	\$ 100,000 each accident	\$ [REDACTED]
	\$ 100,000 aggregate operations	
	\$ 100,000 aggregate protective	
	\$ 100,000 aggregate products	
	\$ 100,000 aggregate contractual	
Contractual Liability Endorsements 210L and 331L		\$ [REDACTED]
Total Deposit Premium Premium Discount ([REDACTED])		
MINIMUM PREMIUM	Discounted Deposit PREMIUM	\$ [REDACTED]
The premium for this policy is payable \$	in advance, \$	on first anniversary and
\$	on second anniversary.	

Audit Basis:
 At Expiration Annual Semi-Annual Quarterly Monthly

Item 4. The declarations are completed on attached schedules designated Pages 7 through 9
 The rating classifications under the Description of Hazards in said schedules or any endorsements do not modify the exclusions or other terms of this policy, but
 (a) part (1) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol x alone or in combination with any other symbols,
 (b) part (2) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol c alone or in combination with any other symbols, or
 (c) exclusion (k) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol u alone or in combination with any other symbols.

Location of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address)	Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant")	Part occupied by Named Insured
See Extension Schedules		

Item 5. The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

The policy, including all endorsements issued therewith, is hereby countersigned by [Signature]
 Authorized Representative

Work Units 1-150	Typed by 2-28-66 Date kh	Rating Basis <input type="checkbox"/> R <input checked="" type="checkbox"/> NR	Audit Basis 8	Periodic Payment \$	Home State Calif.	Pol. H.G. <input type="checkbox"/> S	Renewal of LP1-121-185R	Accounting Entry \$ Dividend for Exp. Period
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Item 4. *Declarations — Schedule — Description of Hazards*

Divisions	RATING CLASSIFICATIONS	Code No.
<u>Division 1- Premises</u>	Buildings or Premises	129
<u>Division 1- Operations</u>	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>Division 2- Elevators</u>	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
<u>Division 4- Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability-N.O.C.	0521

Policy No. LPI-121-010461-186R

Page No. 1

GPO 2124

Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS	[REDACTED]	[REDACTED]	[REDACTED]
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL OCCURRENCE 9946	Gov. Y [REDACTED]	Gov. Z [REDACTED]	[REDACTED]
	OCCURRENCE 9946		[REDACTED]	[REDACTED]
	PERSONAL INJURY DIV. 1 9840	[REDACTED]		[REDACTED]
	PERSONAL INJURY End. 10 9840	[REDACTED]		[REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL 776		[REDACTED]	[REDACTED]
	MALPRACTICE 332	[REDACTED]		[REDACTED]
	Annual TOTAL ADVANCE PREMIUM			[REDACTED]

Policy No. LP1-121-010461-186R

Issued to

GPO 2144 B-1

Page No. 2

Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS	[REDACTED]	[REDACTED]	[REDACTED]
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL OCCURRENCE	Cov. Y [REDACTED]	Cov. Z [REDACTED]	[REDACTED]
	OCCURRENCE		[REDACTED]	[REDACTED]
	PERSONAL INJURY DIV. I	[REDACTED]		[REDACTED]
	PERSONAL INJURY END. #10	[REDACTED]		[REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL		[REDACTED]	[REDACTED]
	MALPRACTICE	[REDACTED]		[REDACTED]
	TOTAL DEPOSIT PREMIUM			[REDACTED]
	PREMIUM DISCOUNT [REDACTED]			[REDACTED]
	Discounted Deposit TOTAL/ADVANCE PREMIUM			[REDACTED]

Policy No. LP1-121-010461-186R

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Issued to

GPO 2144 R-1



Item 4. *Declarations — Schedule.*

DESCRIPTION OF HAZARDS	YEAR	PREMIUM BASES			RATES		ADVANCE PREMIUMS		
		CODE NO.	(a) REMUNERATION (b) AREA (c)	(d) FRONTAGE (e)	(d) NO.	COVERAGE A (a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)	COVERAGE B	COVERAGE A MO 311 CO 312 X OL & T 315 X	COVERAGE B MO 331 CO 332 X OL & T 335 X
DIVISION 1 — PREMISES — COVERAGE									
152 E. 46th St. New York, N.Y.	01 129	(b)							
Division 1-Operations 154-156 E. 46th St. New York, N.Y.	1 2457	(a)	Greater New York	Excluding the Borough of Richmond and Governors Island					
	2464A	If any							
	2464B	If any							
	3457	If any							
	3759	94,500							
	5146	If any							
	5437	If any							
	New York State Remainder								
	2 2457	If any							
	2464A	If any							
	2464B	If any							
	3457	If any							
	3759	If any							
	5146	If any							
	5437	If any							

Policy No. LPL-121-010461-186R

Page No. 4

GPO 2127 R2

Item 4. Declarations — Schedule.

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES			RATES		ADVANCE PREMIUMS	
		CODE No.	(a) REMUNERATION (b) AREA (c)	(c) - FRONTAGE	(d) NO.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
DIVISION 1 — PREMISES — OPERATIONS					(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 317	MO 311 CO 332X OL & T 337
		State of Alabama						
		3457	If any		[REDACTED]	[REDACTED]		
		3759	If any		[REDACTED]	[REDACTED]		
		5437	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of California						
		2457	If any		[REDACTED]	[REDACTED]		
		2464A	If any		[REDACTED]	[REDACTED]		
		2464B	If any		[REDACTED]	[REDACTED]		
		3457	If any		[REDACTED]	[REDACTED]		
		3759	If any		[REDACTED]	[REDACTED]		
		5146	If any		[REDACTED]	[REDACTED]		
		5437	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of Georgia						
		[REDACTED] Ga.	5437	If any	[REDACTED]	[REDACTED]		
		[REDACTED] Ga.	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Policy No. LPL-121-010461-186R
 GPO 2127 R2

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Item 4. *Declarations — Schedule.*

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES			RATES		ADVANCE PREMIUMS	
		(a) REMUNERATION (b) AREA (c)	(c) FRONTAGE	(d) NO.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
DIVISION 1 — PREMISES — OPERATIONS	CODE NO.	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)			MO 311 CO 312 X OL & T 315		MO 331 CO 332 X OL & T 333	
		<u>State of Louisiana</u>						
	3457	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3759	If any			[REDACTED]	[REDACTED]		
	5437	If any			[REDACTED]	[REDACTED]		
		<u>State of Maryland</u>						
	2457	If any			[REDACTED]	[REDACTED]		
	2464A	If any			[REDACTED]	[REDACTED]		
	2464B	If any			[REDACTED]	[REDACTED]		
	3457	If any			[REDACTED]	[REDACTED]		
	3759	If any			[REDACTED]	[REDACTED]		
	5146	If any			[REDACTED]	[REDACTED]		
	5437	If any			[REDACTED]	[REDACTED]		
		<u>State of Massachusetts</u>						
[REDACTED] g Mass.	3759	If any			[REDACTED]	[REDACTED]		
	5437	If any			[REDACTED]	[REDACTED]		

Policy No. LP1-121-010461-186R

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GPO 2127 R2

Item 4. *Declarations — Schedule.*

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES			RATES		ADVANCE PREMIUMS	
		(a) REMUNERATION (b) AREA (c)	(c) FRONTAGE	(d) NO.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
DIVISION 1 — PREMISES — OPERATIONS	CODE NO.	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT			(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT		MO 111 CO 112 X OL & T 115	MO 331 CO 332 X OL & T 333
		<u>State of New Jersey</u>						
	2457	If any			[REDACTED]	[REDACTED]		
	2464A	If any			[REDACTED]	[REDACTED]		
	2464B	If any			[REDACTED]	[REDACTED]		
	3457	If any			[REDACTED]	[REDACTED]		
	3759	If any			[REDACTED]	[REDACTED]		
	5146	If any			[REDACTED]	[REDACTED]		
	5437	If any			[REDACTED]	[REDACTED]		
		<u>State of Pennsylvania</u>						
	2457	If any			[REDACTED]	[REDACTED]		
	2464A	If any			[REDACTED]	[REDACTED]		
	2464B	If any			[REDACTED]	[REDACTED]		
	3457	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3759	If any			[REDACTED]	[REDACTED]		
	5146	If any			[REDACTED]	[REDACTED]		
	5437	If any			[REDACTED]	[REDACTED]		
		<u>State of Virginia</u>						
	2457	If any			[REDACTED]	[REDACTED]		
	2464A	If any			[REDACTED]	[REDACTED]		
	2464B	If any			[REDACTED]	[REDACTED]		
	3457	If any			[REDACTED]	[REDACTED]		
	3759	If any			[REDACTED]	[REDACTED]		
	5146	If any			[REDACTED]	[REDACTED]		
	5437	15,200			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Division 1-Operations-Annual Deposit					[REDACTED]	[REDACTED]

SCHEDULE OF RATES AND PREMIUMS

ITEM 4 Declarations — Schedule.

PREMIUM BASES:				B.I.	P.D.			B.I.	P.D.
DIVISION I (Operations-Premises)	(a) Per \$100 REMUNERATION							X315	X 335
	(b) Per 100 Sq. Ft. of AREA	MO	311	331				317	337
	(c) Per LINEAR FT. OF FRONTAGE	CO	312	332					
	(d) Per UNIT	OL & T	313	333					
	(e)								
								X310	X 330
								316	336

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Rates		Premiums	
				Cov. A	Cov. B	Cov. A	Cov. B
Division 2-Elevators 154-156 E. 46th St. New York, N.Y.	1	033	One				
			b)				
<u>Division 4-Products</u> California		1203					
New York State		1203					
Louisiana		1203					
All Other States		1203					
Coverage A: [REDACTED]							
Coverage B: [REDACTED]							
			Division 4-Annual Deposit				
PREMIUM							

Policy No. LP1-121-010461-186R

GPO 2157 R4

SCHEDULE OF RATES AND PREMIUMS

ITEM 4 Declarations — Schedule.

PREMIUM BASES:		B.I.	P.D.		B.I.	P.I.
DIVISION I (Operations-Premises)	(a) Per \$100 REGENERATION				315	33
	(b) Per 100 Sq. Ft. of AREA	MO	311	331		
	(c) Per LINEAR Ft. of FRONTAGE	CO	312	332		
	(d) Per UNIT	OL & T	313	333		
	(e)					
	DIVISION 2 (Elevators) — Each					
	DIVISION 3 (Independent Contractors) — Each \$100 of Cost				317	33
	DIVISION 3 (Structural Alterations) —					
	DIVISION 4 (Products) (a) Each \$1000 of Sales (b) Per \$1000 Receipts				310	33
	CONTRACTUAL — Each Agreement				316	33

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Rates		Premiums	
				Cov. A	Cov. B	Cov. A	Cov. B
<u>Miscellaneous</u>							
Deletion of CCC		776		Annual Deposit			
Occurrence 1% of Bodily Injury Premium		9946		Annual Deposit			
5% of Property Damage Premium		9946		Annual Deposit			
Personal Injury End. No. 10		9840		Annual Deposit			
Personal Injury End. No. 11 10% of Division 1 Premium		9840		Annual Deposit			
Malpractice		332		Flat Charge		Cov. Y	
				PREMIUM			

Policy No. LP1-121-010461-186R

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the the state of Louisiana;
 - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LP1-121-010461-206R (Wayne Manufacturing Corporation)	\$ [REDACTED]
AE1-121-010461-166 (Hopeman Brothers Inc.)	[REDACTED]
Canada LP1-121-010461-156 (Hopeman Bros. Inc., etal)	[REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LP1-121-010461-186R

Issued to

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by *C W Spear*
AUTHORIZED REPRESENTATIVE

2237
(11-23-59)

Issued

Endorsement Serial No. 22

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Nuclear Energy Endorsement	2234	
Amendatory Endorsement Independent Contractors	67L	No. 2
Contractual Endorsement	210L	No. 6
Amendatory Endorsement	102	No. 7
Contractual Liability Endorsement	331L	No. 8
Interpretation of Notice of Accident Condition	102	No. 12
Amendment of Insuring Agreement I	102	No. 15
Deductible Property Damage Liability	102	No. 17
Policy Period Territory	102	No. 18

LIBERTY MUTUAL INSURANCE COMPANY


Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-121-010461-186R

Issued to

Countersigned by *C W Spear*
AUTHORIZED REPRESENTATIVE

652
Louisiana


Issued

Sales Office and No.

End. Serial No. 21

Watercraft Exclusion

It is agreed that Exclusion (c) Paragraph (1) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LP1-121-010461-186R

Issued to _____

Endorsement Serial No. 20

Work Units 1--

Issued _____

Sales Office & No. _____

Foreign Coverage Endorsement

It is agreed that such insurance as is afforded by the policy also applies with respect to accidents which occur during the policy period elsewhere than within the United States of America, its territories or possessions, or Canada, provided, however, that any claims or suits must be instituted in a court of the United States of America or Canada.

<u>Code</u>	<u>Rates</u>
3759	State of Hire

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. LP1-121-010461-186R

Issued to

Endorsement Serial No. 19

Work Units 1-

Issued

Sales Office & No.

Policy Period, Territory
(Limited to the United States of America)

It is agreed that Insuring Agreement IV of the policy is amended to read:

"Policy Period, Territory. This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions".

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. Spearholt*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LP1-121-010461-186R

Issued to _____

Endorsement Serial No. 18

(78IM)

Work Units 1-

Issued

Sales Office & No.

Deductible Property Damage Liability
(Limited Form)

It is agreed that exclusion (h) of the policy jacket is amended to read as follows:

Under Coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured or (2) except with respect to liability under sidetrack agreements, property used by the insured, or (3) any goods or products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises.

It is agreed that such insurance as is afforded by this endorsement for property damage liability, designated coverage B of the policy, applies subject to the following provisions:

1. \$1,000 will be deducted from the total amount of all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law for damages on account of each accident, and the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each accident as stated in Item 3 of the declarations.
2. The terms of the policy, including those with respect to notice of accident and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No.: LP1-121-010461-186R Attach to Endorsement No. 17

Issued to: Hopeman Brothers, Inc., etal (1 of 3)

It is agreed that provisions of this endorsement apply only to the locations listed below, it is further agreed that the provisions of this endorsement will also apply to additional locations provided that the insured notifies the company within 30 days after the commencement of work by the insured at each such additional location, but such notification to the company will not be required if the total cost of the work let to the named insured at an additional location does not exceed \$5,000.

[REDACTED]
[REDACTED] Pennsylvania [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] Va. [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] New Jersey [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] California [REDACTED]
[REDACTED]

Avondale Shipyards
New Orleans, Louisiana
Hulls #1040, 1041, 1042, 1043, 1052, 1053, 1054, 1055

[REDACTED]
[REDACTED] Texas [REDACTED]
[REDACTED]

Policy No: LP1-121-010461-186R Attach to Endorsement No. 17
Issued to: Hopeman Brothers Inc., etal (2 of 3)

[REDACTED], N.Y.
[REDACTED]

	<u>Payroll</u>	<u>P. D. Rate</u> <u>Per \$100 of Payroll</u>	<u>Premium</u>
Deletion of Care Custody and Control			
776	If any	[REDACTED]	[REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C W Spear*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on extension schedule

For attachment to Policy or Bond No. LP1-121-010461-186R

Issued to _____

Endorsement Serial No. 17

(3 of 3)

Work Units 1 -

Issued

Sales Office & No.

**EXCLUSION OF ALL HAZARDS IN CONNECTION WITH
DESIGNATED LOCATION**

It is agreed that the policy does not apply to any hazard at the premises designated below or to any hazard elsewhere which arises from goods or products manufactured at or distributed from such premises, or from operations either on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises.

Location of premises _____

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-121-010461-186R
Issued to

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

C. W. Spear

Countersigned by _____
AUTHORIZED REPRESENTATIVE

20L
Form G 531
LP LS LT Issued

Sales Office and No. End. Serial No. 16

AMENDMENT OF INSURING AGREEMENT I

To place Bodily Injury Liability and Property Damage Liability on an "occurrence" basis

It is agreed that such insurance as is afforded by the Policy for Bodily Injury Liability and for Property Damage Liability applies subject to the following provisions:

1. In Insuring Agreement I, the words "caused by accident" are deleted.
2. The word "occurrence" is substituted for "accident" wherever else it appears, except in the "Defense, Settlement, Supplementary Payments" insuring agreement and "Assistance and Cooperation" condition.
3. "Occurrence" means either an accident or a continuous or repeated exposure to conditions which result during the policy period in injury to person or real or tangible property which is accidentally caused. All damage arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
4. Under the Bodily Injury Liability Coverage, injury intentionally inflicted shall be deemed an accident unless committed by or at the direction of the insured. The Property Damage Liability Coverage does not apply to injury or destruction caused intentionally by or at the direction of the insured or of any employee or agent of the insured.

1% of B. I. Premium
3 1/2% of P. D. Premium

This endorsement applies only in the State of Louisiana.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE
Effective Date _____ Expiration Date _____

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Audit Basis
Premium \$

For attachment to Policy or Bond No. LP1-121-010461-186R
Issued to

Endorsement Serial No. 15

(257IM)

Work Units 1 -

Issued

Sales Office & No.

**AMENDMENT OF PROPERTY DAMAGE LIABILITY
COVERAGE — OCCURRENCE**

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for property damage liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an accident or a continuous or repeated exposure to conditions which results in injury during the policy period, provided the insured did not intend that such injury would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5% of Property Damage Premium

Minimum Premium [REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-121-010461-186R

Issued to

2260
(11-1-63)
LP LT LU

Issued

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

C W Spear

Countersigned by _____

AUTHORIZED REPRESENTATIVE


Endorsement Serial No. 14

**AMENDMENT OF BODILY INJURY LIABILITY
COVERAGE — OCCURRENCE**

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for bodily injury liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an unexpected event or happening or a continuous or repeated exposure to conditions which results during the policy period in bodily injury, sickness or disease, including death at any time resulting therefrom, provided the insured did not intend that injury, sickness, disease or death would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

1% of Bodily Injury Premium

Minimum Premium 

Premium \$ Included on extension schedule

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No.

LP1-121-010461-186R

Issued to

2256
(2/11/63)

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Doorman
SECRETARY

Countersigned by

C W Speacht Jr
AUTHORIZED REPRESENTATIVE

End. Serial No. 13

Interpretation of Notice of Accident Condition

It is agreed that in event of an accident written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 8 indicated on the policy jacket.

Amending Condition No. 16

It is agreed that the second sentence of cancellation condition 16 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Bowman *Frank L. Sawell*
Secretary Treasurer

Bruce E. Bowman *Frank L. Sawell*
Secretary Treasurer

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No.

LP1-121-010461-186R

Issued to

Endorsement Serial No. 12

Work Units 1 -

Issued

Sales Office & No.

PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability not inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from false arrest, false imprisonment, detention, assault or assault and battery, slander, or libel, except such slander or libel as results from any advertising or broadcasting activities of the named insured, malicious prosecution of any person or persons, invasion of privacy, wrongful eviction or wrongful entry provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$100,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person, \$300,000.

10% of Division 1-Premium
Annual Minimum [REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. Spear*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Inclusion on Extension Schedule

For attachment to Policy or Bond No. LP1-121-010461-186R

Issued to _____

Endorsement Serial No. 11

Work Units 1 -

Issued

Sales Office & No.

PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability and inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from (a) false arrest, malicious prosecution, wilful detention or imprisonment and (b) libel, slander, defamation of character and (c) invasion of privacy coverage provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$100,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person, \$300,000.

It is agreed that the provisions of this endorsement do not apply to:

- (1) injury sustained by any person who is an employee of the named insured at the time of the offense causing the injury,
- (2) all fines and penalties other than punitive or exemplary penalties,
- (3) injury caused by the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.
- (4) the basic nuclear energy liability exclusion

It is further agreed that the provisions of this endorsement apply only with respect to Contract with Holmes Electric Protective Company at 156 E. 46th St., New York, N.Y.

Premium [REDACTED] Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____
Audit Basis _____

Premium \$ Included on Extension Schedule
For attachment to Policy or Bond No. LP1-121-010461-186R
Issued to _____

Endorsement Serial No. 10

Work Units 1 - Issued Sales Office & No.

AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage Y, Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an accident and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one accident.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Coverage Y Premium

Annual Minimum Premium [REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Extension Schedule

For attachment to Policy or Bond No. LP1-121-010461-186R

Issued to _____

Endorsement Serial No. 9

Work Units 1-

Issued

Sales Office & No.

**INCLUSION OF CONTRACTUAL LIABILITY ARISING FROM
 ALL CONTRACTS OF THE TYPE DESCRIBED**

It is agreed that, subject to all the provisions of the endorsement entitled Contractual Liability Coverage Endorsement, such insurance as is or can be afforded under said endorsement, applies to liability assumed under the indemnity or hold-harmless provisions of each contract of the type herein described; provided however, the insurance afforded by this endorsement and said Contractual Liability Coverage Endorsement shall be limited in scope to the assumed liability stated below.

Type of Contract — All written contracts entered into by the insured which are in furtherance of the insured's business, except contracts as defined in Condition 3 (a) of the policy.

Scope of The Assumed Liability: To indemnify and save harmless the indemnitee with respect to the liability imposed upon said indemnitee by law, but only to the extent that such liability arises: 1) solely from operations of the named insured, or 2) from the joint operations of the named insured and the indemnitee, or 3) solely from the operations of the indemnitee; provided such operations are in connection with the subject matter of the named insured's contract with the indemnitee.

It is agreed that the Schedule of the Contractual Liability Coverage Endorsement is amended to include the following:

SCHEDULE

Coverages	Limits of Liability
Y Contractual Bodily Injury Liability	\$ 100,000 each person
	\$ 300,000 each accident
Z Contractual Property Damage Liability	\$ 100,000 each accident
	\$ 100,000 aggregate

Description of Operations—Classification	Code No.	Premium Basis	Rates		Advance Premiums	
			Coverage Y	Coverage Z	Coverage Y	Coverage Z
See Extension Schedule Attached			Annual Premium			
			Deposit Premium			

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on declarations

Effective Date
 Expiration Date
 Audit Basis

For attachment
 to Policy No. LP1-121-010461-186R

Issued to

Frank L. Sawell
 PRESIDENT

Bruce E. Boorman
 SECRETARY

331L
 LT LU
 LP LS
 (1-1-60)



Issued

Countersigned by

CW Spear
 AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 8
 (1 of 2)

Extension Schedule—Contractual Liability Coverage Endorsement

CONTRACTUAL LOCATION OF PROJECT	NAME OF INDEMNITEE AND DATE OF CONTRACT	LIMITS OF LIABILITY		CODE No.	RATES PER \$100 OF CONTRACT COST	
		COVERAGE Y 1. Each Person 2. Each Accident	COVERAGE Z 1. Each Accident 2. Aggregate		316 COVERAGE Y	336 COVERAGE
				First	\$ 500,000	
				Next	\$ 500,000	
				Over	\$1,000,000	
[REDACTED] Pa.	[REDACTED] June 1, 1917			0554	[REDACTED]	[REDACTED]
156 East 46th St. New York, N.Y.	[REDACTED] Not Stated	Flat Charge		0521	[REDACTED]	[REDACTED]
[REDACTED] Virginia	[REDACTED] Not Stated			0553	[REDACTED]	[REDACTED]
[REDACTED] Calif.	[REDACTED] Not Stated			0553	[REDACTED]	[REDACTED]

Policy No. LPI-121-010461-186R

GPO 2563 R1 PRINTED IN U.S.A.

Att. to End. No. 8
(2 of 2)

AMENDATORY ENDORSEMENT-CONTRACTUAL LIABILITY COVERAGE

It is agreed that the Contractual Liability Coverage Endorsement 210L, is amended as follows:

1. The following exclusions are added to said endorsement:

k. under Coverage Z, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion:

1. under Coverage Z, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling or to injury to or destruction of property at any time resulting therefrom; providing, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the Company's manual as not subject to this exclusion.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Bowman *Frank L. Sewell*
SECRETARY TREASURER

Bruce E. Bowman *Frank L. Sewell*
SECRETARY TREASURER

Countersigned by *[Signature]*
EFFECTIVE DATE _____ AUTHORIZED REPRESENTATIVE
AUDIT BASIS _____ EXPIRATION DATE _____

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Premium \$ _____
For attachment to Policy or Bond No. LP1-121-010461-186R
Issued to _____

Endorsement Serial No. 7

Work Units 1- Issued Sales Office & No.

CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT

The company agrees with the named insured, in consideration of the payment of the premium and in reliance upon the statements in the declarations and in the schedule below and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

INSURING AGREEMENTS

I. Coverage Y — Contractual Bodily Injury Liability

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage Z — Contractual Property Damage Liability

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

II. **Defense, Settlement, Supplementary Payments.** The provisions of Insuring Agreement II of the policy, other than paragraph (b) (3) thereof, are applicable to the insurance afforded under this endorsement. With respect to such injury, sickness, disease or destruction as is covered by the terms of this endorsement, the company also shall defend an arbitration proceeding wherein an indemnitee under a written contract designated in the schedule below seeks damages against the insured on account thereof, and wherein the company is entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such arbitration proceedings.

III. **Definition of Insured.** The provisions of Insuring Agreement III of the policy are applicable to the insurance afforded under this endorsement.

IV. **Endorsement Period, Territory.** This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This endorsement does not apply:

- (a) to liability for any warranty of goods or products;
- (b) to damages awarded in arbitration other than an arbitration proceeding as described in Insuring Agreement II of this endorsement but this exclusion shall not apply as respects a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator or escalator maintenance agreement;
- (c) to any obligation for which the insured may be held liable in an action on a contract by a person not a party thereto;
- (d) if the insured or indemnitee is an architect, engineer or surveyor, to injury, sickness, disease, death or destruction arising out of defects in maps, plans, designs or specifications, prepared, acquired or used by the insured or indemnitee;
- (e) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (f) to liability imposed upon any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- (g) under coverage Y, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) under coverage Z, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this endorsement, property used by or in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;
- (i) under coverage Z, to injury to or destruction of any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

(Continued on page 2)

210L
Form A & G 498
LP LS
LT LU
(Rev. 6-1-52)
Page 1 of 3

CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT (Continued)

SCHEDULE

Coverages	Limits of Liability
Y Contractual Bodily Injury Liability	\$ 100,000 each person
	\$ 300,000 each accident
Z Contractual Property Damage Liability	\$ 100,000 each accident
	\$ 100,000 aggregate

DESIGNATION OF CONTRACTS CLASSIFICATION	CODE No.	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES		ADVANCE PREMIUMS	
			COVERAGE Y	COVERAGE Z	COVERAGE Y	COVERAGE Z
			PREMIUM BASIS		316	336
		(a) Number Insured (b) Cost	(a) Per Contract (b) Per \$100 of Cost			
		See Inclusion of Contractual Liability Arising from All Contracts of the Type Described			Form No. 331L	

This endorsement is subject to the Nuclear Energy Liability Exclusion (Broad Form) forming a part of the policy.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
 Expiration Date
 Audit Basis
 For attachment to Policy No.

LP1-121-010461-186R

Issued to

Frank L. Sawell
 PRESIDENT

Bruce E. Boorman
 SECRETARY

210L
 Form A & G 498
 LP LS
 LT LU
 (Rev. 6-1-62)
 Page 3 of 3

Issued

Countersigned by

C. W. [Signature]
 AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 6

LIMITS OF LIABILITY — ELEVATORS
(Interpretive Endorsement)

It is agreed that such insurance as is afforded by the policy with respect to the ownership, maintenance or use of elevators applies subject to the following provisions:

1. The limits of liability stated in the declarations as applicable to "each person" and "each accident" apply separately to each elevator.
2. The word "elevator" means any hoisting or lowering device to connect floors or landings at the premises, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

C W Spearhead
AUTHORIZED REPRESENTATIVE

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-121-010461-186R

Issued to

214L
LP LS
(8-1-57)

Countersigned by

Issued

Sales Office and No.

End. Serial No. 5

**AMENDMENT OF "ALCOHOLIC BEVERAGES" EXCLUSION
NEW JERSEY — PENNSYLVANIA**

It is agreed that:

1. The policy does not apply under any Liability Coverage to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person; and under any Medical Payments Coverage, to any expense resulting from such selling, serving or giving of any alcoholic beverage.
2. The exclusion in the policy relating to the sale, gift, distribution or use of any alcoholic beverage is amended accordingly.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

Effective Date
Expiration Date

For attachment
to Policy No. LP1-121-010461-186R

Issued to

Countersigned by

C. W. [Signature]
AUTHORIZED REPRESENTATIVE

410L

Form G735a Issued
LO LP LS LT LU

Sales Office and No.

End. Serial No. 4

LIMITATION OF INSURANCE—NEW YORK REGISTERED MOTOR VEHICLES

It is agreed that:

1. In the exclusion of the policy pertaining to automobile accidents away from premises, the word "automobiles" means any automobile as defined in the policy and also includes, while in locomotion upon a public highway, any other motor vehicle subject to New York motor vehicle registration if the accident arises out of such locomotion.
2. Regardless of whether the accident occurs on or away from premises, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading of any asphalt or tar spreader, concrete mixer, road grader, oiler, roller, scraper, combination dirt mover and scraper unit, or railroad, dock or industrial truck, registered in New York as a motor vehicle, but this exclusion does not apply to such insurance as is afforded by the policy with respect to (a) operations performed for the named insured by independent contractors or (b) liability assumed by the insured under a contract or agreement. An industrial truck is any specially constructed truck or tractor unit, usually a low four-wheel gas or electric truck, designed for use principally on the insured's premises.
3. When used as a premium basis, the word "remuneration" shall not include any remuneration of the driver of any equipment described above.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No.

LP1-121-010461-186R

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

C. W. Spear
AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

347L
Form G729a
LP LS LT
(4-1-60)

Issued

Sales Office and No.

End. Serial No. 3

AMENDATORY ENDORSEMENT
(Independent Contractors)

It is agreed that with respect to operations performed by independent contractors, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading, of automobiles while away from the premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, so long as the named insured has other valid and collectible insurance against such hazard.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Doorman
SECRETARY

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-121-010461-186R

Issued to

Countersigned by *C. W. Speacht, Jr.*
AUTHORIZED REPRESENTATIVE

67L
LP LT LU Issued

Sales Office and No.

End. Serial No. 2

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include [REDACTED] but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
Secretary President

Bruce E. Boorman *Frank L. Sawell*
Secretary President

Countersigned by *C W Spear*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LP1-121-010461-186R

Issued to _____

Endorsement Serial No. 1

Work Unit 1 -

Issued

Sales Office & No.

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No.

Issued to

Frank L. Sawell

PRESIDENT

George A. Potter

SECRETARY

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No.

2234
MB A&G 661A
10-1-59
Page 2



COINSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LP1-121-010461-186R

Name of Policyholder:

Address:

Countersigned by *Sharon Bishop*
(Resident Agent of Liberty Mutual Insurance Company)

Sales Office _____

Georgia
(State)

1710

Policy Number: LP1-121-010461-186R

Name of Policyholder:

Address:

Countersigned by *John Thomas*
(Resident Agent of Liberty Mutual Insurance Company)

Sales Office _____

Pennsylvania
(State)

1710

COMPENSATIVE GENERAL LIABILITY POLICY
LCI-127-010461-187R

**LIBERTY
MUTUAL**



INSURANCE COMPANY

Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I
GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

**I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY**

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or
Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;
 but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
 - (1) in violation of any statute, ordinance or regulation,
 - (2) to a minor,
 - (3) to a person under the influence of alcohol, or
 - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

or out of materials, parts or equipment furnished in connection therewith;

- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
 - (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
 - (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an insured under this paragraph (e) with respect to:
- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-

transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators. Including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

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made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

5 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount

of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman

SECRETARY

Frank L. Lawell

PRESIDENT

A0009
G320
10/1/66

PAGE 5


SHORT RATE CANCELANATION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

**COMPREHENSIVE GENERAL
LIABILITY POLICY**

DUPLICATE



**LIBERTY
MUTUAL**
INSURANCE COMPANY
Home Office: Boston

THIS POLICY IS NONASSESSABLE.

OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No. LGI-121-010461-187R	TD Code 23	Sales Office New York	Code 202	Salesman Ruppel	Code 7544	N/R 2	1st Year 37
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Item 1. Named Insured Hopeman Brothers Inc. and [REDACTED]
 Address 156 E. 46th St., New York, New York 10017
 The named insured is: Individual , Partnership , Corporation , Other
 Business of named insured is: Contracting

Item 2. Policy Period: From Mo. 1 Day 1 Year 67 to Mo. 1 Day 1 Year 68
 12:01 A.M., standard time at the address of the named insured as stated herein.
 Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A—BODILY INJURY LIABILITY	\$ 100,000 each person	[REDACTED]
	\$ 300,000 each occurrence	[REDACTED]
	\$ 300,000 aggregate	[REDACTED]
B—PROPERTY DAMAGE LIABILITY	\$ 100,000 each occurrence	[REDACTED]
	\$ 100,000 aggregate	[REDACTED]
Item 4. MISCELLANEOUS CHARGES	As per End. No(s) 4 & 5	[REDACTED]
	Advance Deposit	[REDACTED]
	Premium Discount	[REDACTED]
	TOTAL ADVANCE PREMIUM	[REDACTED]

The premium for this policy is payable \$ [REDACTED] in advance, \$ [REDACTED] on first anniversary and \$ [REDACTED] on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards".

The policy, including all endorsements issued therewith, is hereby countersigned by _____ Authorized Representative

Work Units 1-134	Typed jl 67	Periodic Payment 3-29-	Rating Basis R <input type="checkbox"/> NR <input type="checkbox"/>	Audit Basis 8	Home State Calif.	Pol. H.G. s <input type="checkbox"/>	Renewal of LPI-186R	Accounting Entry Dividend for Exp. Period
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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	RATING CLASSIFICATIONS	CODE No.
<u>Premises</u>	Buildings or Premises	0129A
<u>Operations</u>	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>Elevators</u>	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
<u>Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - indemnification of owners	0554
	Intermediate form contracts	0553
	Limited form contracts	0521
	Contractual Liability - N.C.C.	0521

Policy No. LGL-121-010461-187R

Page No. 1

GPO 2742

Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS	[REDACTED]	[REDACTED]	[REDACTED]
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL	[REDACTED]	[REDACTED]	[REDACTED]
		Cov. P		
	PERSONAL INJURY End. 4 9840	[REDACTED]		[REDACTED]
	PERSONAL INJURY End. 5 9840	[REDACTED]		[REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL		[REDACTED]	[REDACTED]
	MALPRACTICE	[REDACTED]		[REDACTED]
	Annual TOTAL ADVANCE PREMIUM			[REDACTED]

Policy No. LG1-121-010461-187R

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Issued to

GPO 2144 E-1



Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS	[REDACTED]	[REDACTED]	[REDACTED]
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL	[REDACTED]	[REDACTED]	[REDACTED]
	PERSONAL INJURY END. 4	[REDACTED]		[REDACTED]
	PERSONAL INJURY END. 5	[REDACTED]		[REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL		[REDACTED]	[REDACTED]
	MALPRACTICE	[REDACTED]		[REDACTED]
	TOTAL DEPOSIT PREMIUM			[REDACTED]
	PREMIUM DISCOUNT			[REDACTED]
				[REDACTED]
	Discounted Deposit TOTAL/ADVANCE PREMIUM			[REDACTED]

Policy No. LG1-121-010461-187R

Page No. 3

Issued to

GPO 2144 B-1



Item 5. Declarations — Schedule — General Liability Hazards

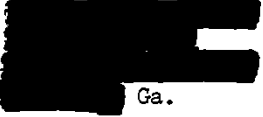
DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES			RATES		ADVANCE PREMIUMS	
		(a) REMUNERATION (b) AREA (c)	(c) FRONTAGE	(d) No.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.				(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312X OL & T 311X	
152 E. 46th St. New York, N.Y.	01 0129A	(b) [REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Operations 154-156 E. 46th St. New York, N.Y.	1 2457 2464A 2464B 3457 3759 5146 5437	(a) Greater New York If any If any If any If any [REDACTED] If any If any			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		New York State Remainder						
	2 2457 2464A 2464B 3457 3759 5146 5437	If any If any If any If any If any If any If any			[REDACTED]	[REDACTED]		

M = MINIMUM PREMIUM

Policy No. LGL-121-010461-187R
 GPO 1745

Page No. 4

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES			RATES		ADVANCE PREMIUMS		
		CODE No.	(a) REMUNERATION (b) AREA (c)	(c) FRONTAGE	(d) No.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS		a							
	State of Alabama								
	3457	If any							
	3759	If any							
	5437								
	State of California								
	2457	If any							
	2464A	If any							
	2464B	If any							
	3457	If any							
	3759	If any							
	5146	If any							
	5437								
	State of Georgia								
	 Ga.	5437	If any						

M = MINIMUM PREMIUM

Policy No. IG1-121-010461-187R

Page No. 5

GPO 7745

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES			RATES		ADVANCE PREMIUMS	
		CODE NO.	(a) REMUNERATION (b) AREA (c)	(c) FRONTAGE	(d) NO.	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS		a						
		State of Louisiana						
		3457	[REDACTED]					
		3759	If any					
		5437	If any					
		State of Maryland						
		2457	If any					
		2464A	If any					
		2464B	If any					
		3457	If any					
		3759	If any					
		5146	If any					
		5437	[REDACTED]					
		State of Massachusetts						
		[REDACTED] Mass.	3759	If any				
		5437	If any					

M = MINIMUM PREMIUM

Policy No. LGL-121-010461-187R

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GPO 2745



Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES			RATES		ADVANCE PREMIUMS		
		CODE NO.	(a) REMUNERATION (b) AREA (c) (a)	(c) FRONTAGE	(d) NO.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS					(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)			MO 311 CO 312 X OL & T 313	
	State of New Jersey								
	2457	If any							
	2464A	If any							
	2464B	If any							
	3457	If any							
	3759	If any							
	5146	If any							
	5437	If any							
	State of Pennsylvania								
	2457	If any							
	2464A	If any							
	2464B	If any							
	3457								
	3759	If any							
	5146	If any							
	5437	If any							
	State of Virginia								
	2457	If any							
	2464A	If any							
	2464B	If any							
	3759	If any							
	3759	If any							
	5146	If any							
5437									

[REDACTED]
 Pa.

M = MINIMUM PREMIUM

Policy No. LG1-121-010461-187R

Page No. 7

GPO 2743

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	CODE No.	PREMIUM BASIS	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PRODUCTS COMPLETED OPERATIONS		(a) SALES (b) RECEIPTS (c)	(a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)		310 X	
California	1203	(b) [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
New York	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Louisiana	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
All Other States	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>Contractual</u> As per End. No. 2		<u>Cost</u>	Annual Deposit		[REDACTED]	[REDACTED]
<u>Miscellaneous</u> Deletion of CCC End. #8				Annual Deposit		[REDACTED]
Malpractice End. #3			Annual Deposit	[REDACTED]		[REDACTED]
Personal Injury End. #4	9840		Annual Deposit	<u>Cov. P</u>		[REDACTED]
Personal Injury End. #5	9840					[REDACTED]
15% of B.I. (OL & T and M & C) Premium	9840		Annual Deposit	[REDACTED]		[REDACTED]

M = MINIMUM PREMIUM

Policy No. LGL-121-010461-187R

Page No. 9

GPO 2749
LC-LG

AMENDATORY ENDORSEMENT

It is agreed that Premium Discount Endorsement No. 15 is amended to include the following:

IG1-181-016426-057



This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY SECRETARY
CW Speacht, Jr.

Bruce E. Boorman *Frank L. Sawell*
SECRETARY SECRETARY

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date 1-1-67

Expiration Date 1-1-68

Audit Basis 8

Premium \$ adjust on audit

For attachment to Policy or Bond No. IG1-121-010461-187R

Issued to Hopeman Brothers Inc. and

Endorsement Serial No. 18

Work Units 1-

Issued J8 8-8-67

Sales Office & No. 202

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Location: _____

Change C — Hazard(s) _____ Coverage Code: B. I.

	Terr. Code No.	Premium Bases	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
<u>Operations</u>								
Louisiana								
Revised Rates	3457		■	■				
	3759							
	5437							
<u>Products-</u>								
<u>Completed Operations</u>								
Louisiana								
Revised Rates	1203		■	■				
Experience Percentage								
Basic- 30% Debit(La.)								
M = Minimum Premium								

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Premium \$ To be adjusted on audit

Periodic Payment \$ _____

Effective Date 1-1-67
 Expiration Date 1-1-68
 Audit Basis 8
 For attachment
 to Policy No. IG1-121-010461-187R
 Issued to Hopeman Brothers Inc. Etal.

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Doorman *Frank L. Sawell*

Work Units

1 —

Countersigned by *C W Speacht*
 AUTHORIZED REPRESENTATIVE

L-G 6006
 (3-15-67)

Issued jw 6-14-67 Sales Office and No. 202 End. Serial No. 17

Amendatory Endorsement

It is agreed that Amendatory Endorsement, No. 3 is amended as follows:

Rate - 10% of Contractual Coverage A Premium in lieu of

Rate - 10% of Coverage A Premium

Minimum Premium [redacted] in lieu of Flat Charge [redacted]

It is further agreed that Deductible Property Damage Liability (limited Form), endorsement No. 8 is amended as follows:

Eliminate Page 2 of 3

Page 3 - Eliminate:

[redacted] N.Y.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
Secretary President

Bruce E. Doorman *Frank L. Sawell*
Secretary President

Countersigned by *C W Spear*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date 1-1-67

Expiration Date 1-1-68

Audit Basis 8

Premium \$

For attachment to Policy or Bond No. LG1-121-010461-187R

Issued to Hopeman Brothers Inc. Etal.

Endorsement Serial No. 16

Work Units 1-

Issued 6-14-67jw Sales Office & No. 202

PREMIUM DISCOUNT ENDORSEMENT

(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the state of Louisiana;
 - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LGL-121-010461-207R (Wayne Manufacturing Corporation)	\$ [REDACTED]
AEL-121-010461-167 (Hopeman Brothers Inc.)	[REDACTED]
Canada LP1-121-010461-157 (Hopeman Bros. Inc., etal.)	[REDACTED]
LGL-121-010461-237R ([REDACTED])	[REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$
 Effective Date
 Expiration Date
 Audit Basis
 For attachment
 to Policy No. LGL-121-010461-187R
 Issued to

Frank L. Sawell
 PRESIDENT

Bruce E. Boorman
 SECRETARY

Countersigned by _____
 AUTHORIZED REPRESENTATIVE

2237
 (11-23-59)

Issued

Endorsement Serial No. 15

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B — PROPERTY DAMAGE LIABILITY

EXCLUSION

(Water Damage — New York City)

It is agreed that the insurance does not apply to property damage to buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured and described below: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to property damage due to fire, to the use of elevators or to operations performed by independent contractors.

Description of Premises:

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell

PRESIDENT

Bruce E. Boorman

SECRETARY

Effective Date
Expiration Date

For attachment
to Policy No. LG1-121-010461-187R
Issued to

Countersigned by
Authorized Representative

G328 (10/1/66)
LC LG LO LM



Endorsement No. 14

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury and property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury or property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. **LG1-121-010461-187R**

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Doorman *Frank L. Sawall*
Secretary Treasurer

Countersigned by _____
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Endorsement No. **13**

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Doonan *Frank L. Sawell*
Secretary Treasurer

For attachment
to Policy No. LG1-121-010461-187R
Issued to

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10-1-66

PRINTED
IN
U.S.A.

Countersigned by
Authorized Representative

Endorsement No. 12

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	IG2006A	No. 2
Interpretation of Notice of Accident Condition	102	No. 6
Deductible Property Damage Liability	102	No. 8

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. IG1-121-010461-187R

Issued to

Countersigned by.....
AUTHORIZED REPRESENTATIVE

652
Louisiana


Issued

Sales Office and No.

End. Serial No. 11

Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Roorman *Frank L. Sawell*
Secretary Treasurer

Bruce E. Roorman *Frank L. Sawell*
Secretary Treasurer

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-187R

Issued to _____

Endorsement Serial No. 10

Work Units 1 - _____

Issued _____

Sales Office & No. _____

This endorsement modifies such Insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code
3759

Rates
State of Hire

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-187R
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

Countersigned by
Authorized Representative

L-G2001 (10/1/66)
LC LG LM LO
PRINTED
IN
U.S.A.

Endorsement No. 9

Deductible Property Damage Liability
(Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to

- (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

Policy No: LGL-121-010461-187R

Attach to Endorsement No. 8

Issued to: Hopeman Brothers, Inc., etal.

(1 of 3)

It is agreed that provisions of this endorsement apply only to the locations listed below, it is further agreed that the provisions of this endorsement will also apply to additional locations provided that the insured notifies the company within 30 days after the commencement of work by the insured at each such additional location, but such notification to the company will not be required if the total cost of the work let to the named insured at an additional location does not exceed \$5,000.

[REDACTED]
[REDACTED] Pennsylvania [REDACTED]
[REDACTED]

[REDACTED] Va. [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] New Jersey [REDACTED]
[REDACTED]

[REDACTED] California [REDACTED]
[REDACTED]

Avondale Shipyards
New Orleans, Louisiana.
Hulls #1040, 1041, 1042, 1043, 1052, 1053, 1054, 1055

[REDACTED] Texas [REDACTED]
[REDACTED]

Policy No: LGL-121-010461-187R

Attach to Endorsement No. 8

Issued to: Hopeman Brothers Inc., etal.

(2 of 3)

[REDACTED], N.Y.
[REDACTED]

	<u>Payroll</u>	<u>P.D. Rate Per \$100 of Payroll</u>	<u>Premium</u>
Deletion of Care			
Custody and Control			
776	If any	[REDACTED]	[REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman Secretary
Frank L. Sawell President

Bruce E. Boorman Secretary
Frank L. Sawell President

Countersigned by _____

Countersigned by _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on extension schedule

For attachment to Policy or Bond No. EG1-121-010461-187R

Issued to _____

Endorsement Serial No. 8

Work Units 1 -

Issued

Sales Office & No.

(3 of 3)

EXCLUSION
(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED] Miss.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Boorman

SECRETARY

Effective Date
Expiration Date

For attachment
to Policy No. LG1-121-010461-187R
Issued to

G301 (10/1/66)
LC LG LM

PRINTED
IN
U.S.A.

Countersigned by _____
Authorized Representative

Endorsement No. 7

Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
Secretary Treasurer

Bruce E. Doorman *Frank L. Sawell*
Secretary Treasurer

Countersigned by _____

Countersigned by _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. IG1-121-010461-187R

Issued to _____

Endorsement Serial No. 6

Work Unit 1-

Issued

Sales Office & No.

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liability	\$	100,000	each person aggregate
	\$	300,000	general aggregate
Insured's Participation		0	per cent
Minimum Premium			

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on extension schedule

Frank L. Sawell
 PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-187R

Bruce E. Bowman
 SECRETARY

Issued to

Countersigned by Authorized Representative

L-G2004 (10/1/66)
 LC LG LM LO

Endorsement No. 5

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 100,000	each person aggregate
	\$ 300,000	general aggregate
Insured's Participation		0 per cent

See Schedule

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on extension schedule

Frank L. Sawell
 PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-187R

Bruce E. Doorman
 SECRETARY

Issued to

Countersigned by
 Authorized Representative

L-62004 (10/1/66)
 LC LG LM LO

Endorsement No. 4

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 IN
 U.S.A.

PERSONAL INJURY CONTINUED

It is agreed that the provisions of this endorsement do not apply to:

- (1) injury sustained by any person who is an employee of the named insured at the time of the offense causing the injury,
- (2) all fines and penalties other than punitive or exemplary penalties,
- (3) injury caused by the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.
- (4) the basic nuclear energy liability exclusion

It is further agreed that the provisions of this endorsement apply only with respect to Contract with [REDACTED] Protective Company at 156 E. 46th St., New York, N.Y.

Premium [REDACTED] Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____

Countersigned by _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. IGL-121-010461-187R

Issued to

Attach to : _____
Endorsement Serial No. 4

(2 of 2)

Work Units 1 -

Issued

Sales Office & No.

AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Coverage A Premium

Flat Charge [REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____

Countersigned by _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$ Included on extension schedule

For attachment to Policy or Bond No. L:G1-121-010461-187R

Issued to

Endorsement Serial No. 3

Work Units 1 -

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT
(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services;
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

LG2006a (11/1/66)

LC LG LM LO

Page 1 of 3

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IN
U.S.A.

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases	Rates		Advance Premium	
			B.I.	P.D.	B.I.	P.D.
See Extension Schedule						
			Total Advance Premium			

Premium \$ Included on extension schedule

Effective Date
 Expiration Date
 Audit Basis
 For attachment
 to Policy No. LGL-121-010461-187R
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Boorman

SECRETARY

L-G2006a (11/1/66)
 LC LG LM LO
 Page 2 of 3

Countersigned by _____
 Authorized Representative

Endorsement No. 2

Item 4. Declarations — Schedule.

DESCRIPTION OF HAZARDS	CODE No.	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
CONTRACTUAL			Per 100 of Contract Cost		316	316
					a) First \$500,000 b) Next \$500,000 c) Over \$1,000,000	
[REDACTED] Pa.	0554	[REDACTED] June 1, 1917	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
156 East 46th St. New York, N.Y.	0521	[REDACTED] Not Stated		Flat Charge	[REDACTED]	[REDACTED]
[REDACTED] Virginia	0553	[REDACTED] Not Stated		[REDACTED] .0333		
[REDACTED] Calif.	0553	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		

Policy No. LG1-121-010461-187R

GPO 2146 R1

Page No. 3 of 3
 Att. to End. No. 2

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include [REDACTED] but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY TREASURER

Bruce E. Boorman *Frank L. Sawell*
SECRETARY TREASURER

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. IG1-121-010461-187R

Issued to

Endorsement Serial No. 1

Work Units 1-

Issued

Sales Office & No.

COMPREHENSIVE GENERAL LIABILITY POLICY

LCI-121-01046-198R

LIBERTY MUTUAL INSURANCE COMPANY



Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

HBI 68

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

68-69

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
 - (1) in violation of any statute, ordinance or regulation,
 - (2) to a minor,
 - (3) to a person under the influence of alcohol, or
 - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

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or out of materials, parts or equipment furnished in connection therewith;

- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

I SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

II PERSONS INSURED

Each of the following is an **insured** under this policy to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law.
 - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one occurrence shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all **damages** because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD; TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs during the policy period within the **policy territory**.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person;

"**completed operations hazard**" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"**damages**" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-

transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1 of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"**policy territory**" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"**property damage**" means injury to or destruction of tangible property.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

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made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount

of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassignable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

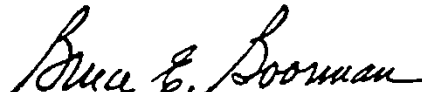
- (a) any **nuclear reactor**,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,


and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY


SECRETARY


PRESIDENT

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SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-106	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-136	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (6 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with paragraph (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

DUPLICATE

LIBERTY MUTUAL INSURANCE COMPANY
 Home Office Boston



THIS POLICY IS NONASSESSABLE.

OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA

HBI

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No. LGI- 121-010461-188R	TD Code 23	Sales Office N. Y.	Code 202	Salesman Martella	Code 7675	N/R 2	1st Yc. 37
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Item 1. Named Insured Hopeman Brothers Inc. and [REDACTED]
 Address 156 E. 46th St., New York, N.Y. 10017
 The named insured is: Individual , Partnership , Corporation , Other
 Business of named insured is: Contracting

Item 2. Policy Period: From ~~Mo. Day Year~~ ~~Mo. Day Year~~
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premi charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A—BODILY INJURY LIABILITY	\$ 100,000 each person	\$ [REDACTED]
	\$ 300,000 each occurrence	
	\$ 300,000 aggregate	
B—PROPERTY DAMAGE LIABILITY	\$ 100,000 each occurrence	\$ [REDACTED]
	\$ 100,000 aggregate	
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) 2, 3, 4, 5&8	\$ [REDACTED]
	Advance Premium	[REDACTED]
	Premium Discount	[REDACTED]
	TOTAL ADVANCE PREMIUM	\$ [REDACTED]

The premium for this policy is payable \$ [REDACTED] in advance, \$ [REDACTED] on first anniversary and \$ [REDACTED] on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards".

The policy, including all endorsements issued therewith, is hereby countersigned by.....

Work Units 1-166	Type cd	Periodic Payment s	Rating Basis R <input type="checkbox"/> NR <input checked="" type="checkbox"/>	Audit Basis 8	Home State Calif.	Pol. H.G. s <input type="checkbox"/>	Renewal of LGI-121-010461-187R	Accounting Entry Dividend for Exp. Peri
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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	RATING CLASSIFICATIONS	CODE No.
<u>Premises</u>	Buildings or Premises	0129A
<u>Operations</u>	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>Elevators</u>	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
<u>Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.O.C.	0521

Policy No. LG1-121-010461-188R

Page No. 1

GPO 2742

Premium Summary Schedule

NO.	HAZARDS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS	[REDACTED]	[REDACTED]	[REDACTED]
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL	[REDACTED]	[REDACTED]	[REDACTED]
		Cov. P		
	PERSONAL INJURY End. 4 9840	[REDACTED]		[REDACTED]
	PERSONAL INJURY End. 5 9840	[REDACTED]		[REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL		[REDACTED]	[REDACTED]
	MALPRACTICE	[REDACTED]		[REDACTED]
	ANNUAL TOTAL ADVANCE PREMIUM			[REDACTED]

Policy No. LGL-121-010461-188R

Page No. 2

Issued to

Annual Premium

GPO 2144 R-1



Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS	[REDACTED]	[REDACTED]	[REDACTED]
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS -- Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL END. 2	[REDACTED]	[REDACTED]	[REDACTED]
	PERSONAL INJURY END. 4	[REDACTED]		[REDACTED]
	PERSONAL INJURY END. 5	[REDACTED]		[REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL END. 8		[REDACTED]	[REDACTED]
	MALPRACTICE END. 3	[REDACTED]		[REDACTED]
	TOTAL DEPOSIT PREMIUM			[REDACTED]
	PREMIUM DISCOUNT			[REDACTED]
	Discounted Deposit TOTAL/ADVANCE PREMIUM			[REDACTED]

Policy No. IGL-121-010461-188R

Page No. 3

Issued to

Deposit Premium

GPO 2144 R-1



Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAC
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 313 X	
152 E. 46th St. New York, N.Y.	01 0129A	z	[REDACTED]	[REDACTED]	[REDACTED]	
		Greater New York				
154-156 E. 46th St. New York, N.Y.	1 2457	a	If any	[REDACTED]	[REDACTED]	
	2464A		If any	[REDACTED]	[REDACTED]	
	2464B		If any	[REDACTED]	[REDACTED]	
	3457		If any	[REDACTED]	[REDACTED]	
	3759		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5146		If any	[REDACTED]	[REDACTED]	
	5437		If any	[REDACTED]	[REDACTED]	
		N. Y. State Remainder				
	2 2457		If any	[REDACTED]	[REDACTED]	
	2464A		If any	[REDACTED]	[REDACTED]	
	2464B		If any	[REDACTED]	[REDACTED]	
	3457		If any	[REDACTED]	[REDACTED]	
	3759		If any	[REDACTED]	[REDACTED]	
	5146		If any	[REDACTED]	[REDACTED]	
	5437		If any	[REDACTED]	[REDACTED]	

M = MINIMUM PREMIUM

Policy No. LGI-121-010461-188R

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GPO 2745 R1 Printed in U.S.A.

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 111 CO 312 X OL & T 113	
		BASIS				
		State of Ala.				
	3457	a If any	██████	██████		
	3759	If any	██████	██████		
	5437	██████	██████	██████	██████	██████
		State of Calif.				
	2457	If any	██████	██████		
	2464A	If any	██████	██████		
	2464B	If any	██████	██████		
	3457	██████	██████	██████	██████	██████
	3759	If any	██████	██████		
	5146	If any	██████	██████		
	5437	If any	██████	██████		
		State of Ga.				
	2457	██████	██████	██████	██████	██████
	5437	██████	██████	██████	██████	██████

████████████████████
 Ga.

M = MINIMUM PREMIUM

Policy No. LG1-121-010461-188R

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GPO 2745 R1 Printed in USA

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 313	
		BASIS				
		a				
		State of La.				
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of Md.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of Mass.				
[REDACTED] Mass.	3759	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		

M = MINIMUM PREMIUM

Policy No. IG1-121-010461-188R

Page No. 6

GPO 2745 R1

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USA

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 111 CO 112 X OL & T 117	
		BASIS				
		a				
		State of N. J.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		
		State of Pa.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		

[REDACTED]
 Pa.

M = MINIMUM PREMIUM

Policy No. LG1-121-010461-188R

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Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TELE.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 OL & T 313	
		BASIS				
		2 State of Tex.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of Va.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		
	Total Estimated Operations Premium Deposit				[REDACTED]	[REDACTED]
	Total Premises Operations Total Deposit				[REDACTED]	[REDACTED]

M = MINIMUM PREMIUM

Policy No. LG1-121-010461-188R

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GPO 2745 R1

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Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	CODE No.	PREMIUM BASIS		RATES		ADVANCE PREMIUMS	
			No.	COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
ELEVATORS				PER ELEVATOR		315 X	
154-156 E. 46th St. New York, N.Y.	033		1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>Products-Completed Operations</u>		<u>Receipts</u>		<u>Per 1,000 Receipts</u>		<u>310X</u>	
Calif.	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
La.	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
N. Y.	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
All Other States	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Estimated Annual Premium				[REDACTED]	[REDACTED]
		Deposit				[REDACTED]	[REDACTED]

M = MINIMUM PREMIUM

Policy No. LG1-121-010461-188R

Page No. 9

Experience Rate Endorsement

The rates shown in the policy are manual rates without experience modification. Such rates will subsequently be adjusted to conform to an experience modification to be expressed by an endorsement naming the effective date.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LGL-121-010461-188R

Issued to _____

L-G6010

Endorsement Serial No. 18

Work Units 1 -

Issued

Sales Office & No.

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the the state of Louisiana;
 - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LG1-121-010461-208R (Wayne Manufacturing Corporation)	\$ [REDACTED]
AE1-121-010461-168 (Hopeman Brothers Inc.)	[REDACTED]
Canada	
LP1-121-010461-158 (Hopeman Bros. Inc., etal.)	[REDACTED]
LG1-121-010461-238R ([REDACTED])	[REDACTED]
LG1-121-022356-028R ([REDACTED])	[REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-188R

Issued to

Frank L. Farwell

PRESIDENT

Bruce E. Doorman

SECRETARY

Countersigned by _____
AUTHORIZED REPRESENTATIVE

2237
(11-23-59)

Issued

Endorsement Serial No. 17

**TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S
 PLAN OF OPERATION
 (General Liability Insurance)**

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 — \$ 1,999	1.010	\$ 15,000 — \$ 19,999	1.060
2,000 — 2,999	1.020	20,000 — 24,999	1.065
3,000 — 3,999	1.025	25,000 — 29,999	1.065
4,000 — 4,999	1.030	30,000 — 34,999	1.070
5,000 — 5,999	1.035	35,000 — 39,999	1.075
6,000 — 6,999	1.040	40,000 — 44,999	1.080
7,000 — 7,999	1.045	45,000 — 49,999	1.085
8,000 — 8,999	1.050	50,000 — 74,999	1.090
9,000 — 9,999	1.050	75,000 — 99,999	1.095
10,000 — 12,499	1.055	100,000 — 249,999	1.100
12,500 — 14,999	1.060	250,000 and over	1.105

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ _____
 Effective Date _____
 Expiration Date _____
 Audit Basis _____
 For attachment to Policy No. LG1-121-010461-188R
 Issued to _____

Frank L. Farwell
 PRESIDENT

Bruce E. Boorman
 SECRETARY

Countersigned by _____
 Authorized Representative

Form L-G 5001 (Texas) (7/1/66)
 LC LG LM LO

Endorsement No. 16

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 IN
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PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	0.0%	\$1,392	2.5%	\$2,320	5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6	2,384	5.1	5,334	7.6
1,018	0.2	1,439	2.7	2,451	5.2	5,395	7.7
1,030	0.3	1,463	2.8	2,522	5.3	5,457	7.8
1,042	0.4	1,488	2.9	2,598	5.4	5,521	7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	8.1
1,081	0.7	1,568	3.2	2,853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2,950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	8.4
1,123	1.0	1,658	3.5	3,164	6.0	5,938	8.5
1,138	1.1	1,690	3.6	3,284	6.1	6,013	8.6
1,153	1.2	1,723	3.7	3,412	6.2	6,091	8.7
1,168	1.3	1,758	3.8	3,552	6.3	6,170	8.8
1,184	1.4	1,794	3.9	3,703	6.4	6,252	8.9
1,200	1.5	1,832	4.0	3,867	6.5	6,336	9.0
1,217	1.6	1,871	4.1	4,047	6.6	6,422	9.1
1,235	1.7	1,913	4.2	4,244	6.7	6,511	9.2
1,252	1.8	1,956	4.3	4,462	6.8	6,602	9.3
1,271	1.9	2,000	4.4	4,703	6.9	6,696	9.4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	4.6	5,049	7.1	6,891	9.6
1,329	2.2	2,149	4.7	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,207	9.9

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66)

LC LG LM LO

Page 1

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TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000	13.5%	\$38,787	17.0%	\$ 74,987	20.5%
7,434	10.1	16,562	13.6	39,329	17.1	77,042	20.6
7,552	10.2	17,164	13.7	39,887	17.2	79,212	20.7
7,675	10.3	17,812	13.8	40,461	17.3	81,508	20.8
7,802	10.4	18,510	13.9	41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607	12.0	32,138	15.5	53,562	19.0	160,686	22.5
10,851	12.1	32,509	15.6	54,602	19.1	170,425	22.6
11,106	12.2	32,889	15.7	55,684	19.2	181,420	22.7
11,374	12.3	33,279	15.8	56,809	19.3	193,932	22.8
11,655	12.4	33,677	15.9	57,980	19.4	208,297	22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682	13.0	36,284	16.5	66,165	20.0	374,934	23.5
14,090	13.1	36,759	16.6	67,760	20.1	432,616	23.6
14,524	13.2	37,246	16.7	69,433	20.2	500,000	23.6
14,985	13.3	37,745	16.8	71,190	20.3	Over	
15,476	13.4	38,259	16.9	73,039	20.4	500,000	*

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 *If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$500,000 and 24.2% for the portion over \$500,000.

5. Policy Numbers _____ Estimated Standard Premium _____

Total

Applicable premium discount percentage based on total estimated advance standard premium: _____ %

Premium \$ _____

Effective Date _____

Expiration Date _____

Audit Basis _____

For attachment to Policy No. LG1-121-010461-188R

Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by _____ Authorized Representative

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE B — PROPERTY DAMAGE LIABILITY

EXCLUSION
(Water Damage — New York City)

It is agreed that the insurance does not apply to **property damage** to buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the **named insured** and described below: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to **property damage** due to fire, to the use of **elevators** or to operations performed by independent contractors.

Description of Premises:

152 E. 46th St.
New York, N.Y.

Code 0129A

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Effective Date
Expiration Date

For attachment
to Policy No. LG1-121-010461-188R
Issued to

Bruce E. Boorman
SECRETARY

Countersigned by
Authorized Representative

G328 (10/1/66)
LC LG LO LM
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U.S.A.

Endorsement No. 14

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. IG1-121-010461-188R
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Doonan *Frank L. Sawell*
Secretary Treasurer

Countersigned by.....
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Endorsement No. 13

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 48 of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Noonan *Frank L. Sawell*
Secretary Treasurer

For attachment
to Policy No. **IG1-121-010461-188R**
Issued to

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10-1-66

PRINTED
IN
U.S.A.

Countersigned by
Authorized Representative

Endorsement No. 12

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006A	No. 2
Interpretation of Notice of Accident Condition	102	No. 6
Deductible Property Damage Liability	102	No. 8

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Doorman
SECRETARY

Effective Date _____
Expiration Date _____
Audit Basis _____
For attachment to Policy No. LG1-121-010461-188R
Issued to _____

Countersigned by.....
AUTHORIZED REPRESENTATIVE

652
Louisiana
PRINTED IN U.S.A.

Issued

Sales Office and No.

End. Serial No. 11

Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRIMARY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRIMARY

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-188R

Issued to _____

Endorsement Serial No. 10

Work Units 1 -

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code
3759

Rates
State of Hire

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. IG1-121-010461-188R

Issued to

L-G2001 (10/1/66)
LC LG LM LO

PRINTED
IN
U.S.A.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Boorman

SECRETARY

Countersigned by
Authorized Representative

Endorsement No. 9

Deductible Property Damage Liability
 (Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to

- (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

Code	Remuneration	P.D. Rate	Minimum Premium
776	If any		

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Premium Summary Schedule

For attachment to Policy or Bond No. LG1-121-010461-188R

Issued to _____

Endorsement Serial No. 8

Work Units 1 -

Issued

Sales Office & No.

EXCLUSION
(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED] Miss.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell

PRESIDENT

Effective Date _____
Expiration Date _____

For attachment
to Policy No. IG1-121-010461-188R
Issued to _____

Bruce E. Boorman

SECRETARY

Countersigned by _____
Authorized Representative

Endorsement No. 7

G301 (10/1/66)
LC LG LM

PRINTED
IN
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Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. IG1-121-010461-188R

Issued to

Endorsement Serial No. 6

Work Units 1-

Issued

Sales Office & No.

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 100,000	each person aggregate
	\$ 300,000	general aggregate

Insured's Participation 0 per cent
 15% of Premises-Operations Premium - Annual [REDACTED]
 Deposit [REDACTED]

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Premium Summary schedule

Frank L. Sawell
 PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. IGL-121-010461-188R

Bruce E. Doorman
 SECRETARY

Issued to

Countersigned by
 Authorized Representative

L-G2004 (10/1/66)
 LC LG LM LO
PRINTED
 IN
 U.S.A.

Endorsement No. 5

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 100,000	each person aggregate
	\$ 300,000	general aggregate

Insured's Participation 0 per cent

See Attached

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Premium Summary Schedule

Frank L. Sawell
 PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-188R

Bruce E. Boorman
 SECRETARY

Issued to

Countersigned by
 Authorized Representative

LG2004 (10/1/66)
 LC LG LM LO

Endorsement No. 4

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PERSONAL INJURY CONTINUED

It is agreed that the provisions of this endorsement do not apply to:

- (1) injury sustained by any person who is an employee of the named insured at the time of the offense causing the injury,
- (2) all fines and penalties other than punitive or exemplary penalties,
- (3) injury caused by the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.
- (4) the basic nuclear energy liability exclusion

It is further agreed that the provisions of this endorsement apply only with respect to Contract with [REDACTED] Protective Company at 156 E. 46th St., New York, N.Y.

Premium [REDACTED] Flat Charge

Attach to Endorsement No. 4

(2 of 2)

AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Contractual B.I. Premium

Minimum Premium [REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Premium Summary Schedule

For attachment to Policy or Bond No. LG1-121-010461-188R

Issued to _____

Endorsement Serial No. 3

Work Order 1 -

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT
(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services;
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

L-G2006a (11/1/66)

LC LG LM LO

Page 1 of 3

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Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases	Rates		Advance Premium	
			B.I.	P.D.	B.I.	P.D.
See Extension Schedule Attached						
					Total Advance Premium	
					█	█

Premium \$ Included on Premium Summary Schedule

Effective Date
 Expiration Date
 Audit Basis
 For attachment
 to Policy No. LG1-121-010461-188R
 issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
 PRESIDENT

Bruce E. Boorman
 SECRETARY

L-G2006a (11/1/66)
 LC LG LM LO
 Page 2 of 3

Countersigned by _____
 Authorized Representative

Endorsement No. 2

Item 4. Declarations — Schedule.

DESCRIPTION OF HAZARDS	CODE No.	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
CONTRACTUAL			Per 100 of Contract Cost		316	336
					a) First \$500,000 b) Next \$500,000 c) Over \$1,000,000	
[REDACTED] Pa.	0554	[REDACTED] June 1, 1917	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] N.Y.	0521	[REDACTED] Not Stated	Flat Charge	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] Va.	0533	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED]	[REDACTED]		
[REDACTED] Calif.	0553	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		

Policy No. LGL-121-010461-188R

Page No. 3 of 3

GPO 2148 R1

Att. to Endorsement No. 2

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include [REDACTED] but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA.

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-188R

Issued to _____

Endorsement Serial No. 1

Work Order No. _____

Issued _____

Sales Office & No. _____

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No. LG1-121-010461-189R	ID Code 23	Sales Office N.Y.	Code 202	Salesman Martella	Code 7675	N/R 2	1st Year 37
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Item 1. Named Insured Hopeman Brothers Inc. and [REDACTED]

Address 156 E. 46th St., New York, N.Y. 10017

The named insured is: Individual , Partnership , Corporation , Other

Business of named insured is: Contracting

Item 2. Policy Period: From Mo. 1 Day 1 Year 69 to Mo. 1 Day 1 Year 70
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	\$ 100,000 each person	\$ [REDACTED]
	\$ 300,000 each occurrence	
	\$ 300,000 aggregate	
B — PROPERTY DAMAGE LIABILITY	\$ 100,000 each occurrence	\$ [REDACTED]
	\$ 100,000 aggregate	
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) 2,3,5 & 8	\$ [REDACTED]

Advance Premium [REDACTED]
 Premium Discount [REDACTED]

- Discounted TOTAL ADVANCE PREMIUM - \$ [REDACTED]



The premium for this policy is payable \$ [REDACTED] in advance, \$ [REDACTED] on first anniversary and \$ [REDACTED] on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards"

The policy, including all endorsements issued therewith, is hereby countersigned by [Signature]
 Authorized Representative

Work Units 175	Typed 1-29-69 lc	Periodic Payment s	Rating Basis R <input type="checkbox"/> NR <input checked="" type="checkbox"/>	Audit Basis 8	Home State Calif	Pol. H.G. \$ <input type="checkbox"/>	Renewal of IG1-121-010461-188R	Accounting Entry Dividend for Exp. Period
-------------------	------------------------	-----------------------	---	------------------	---------------------	--	-----------------------------------	--

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	RATING CLASSIFICATIONS	CODE No.
<u>Premises</u>	Buildings or Premises	0129A
<u>Operations</u>	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>Elevators</u>	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
<u>Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.O.C.	0521
	Broad Form Contracts	0555

Premium Summary Schedule

NO.	HAZARDS:	COVERAGE A		COVERAGE B		ADVANCE PREMIUM	
1	PREMISES	█		█		█	
1	OPERATIONS	█		█		█	
2	ELEVATORS	█		█		█	
3	STRUCTURAL ALTERATIONS, New Construction, Demolition						
3	INDEPENDENT CONTRACTORS						
4	PRODUCTS — Completed Operations	█		█		█	
	CONTRACTUAL	█		█		█	
	PERSONAL INJURY End. 5 9840	█				█	
	DELETION OF CARE CUSTODY AND CONTROL			█		█	
	MALPRACTICE	█				█	
ANNUAL TOTAL ADVANCE PREMIUM						█	

Policy No. IG1-121-010461-189R

Issued to

Annual Premium

Page No. 2

Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS	[REDACTED]	[REDACTED]	[REDACTED]
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL ENL. 2	[REDACTED]	[REDACTED]	[REDACTED]
	PERSONAL INJURY ENL. 5	[REDACTED]		[REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL ENL. 8		[REDACTED]	[REDACTED]
	MALPRACTICE ENL. 3	[REDACTED]		[REDACTED]
	TOTAL DEPOSIT PREMIUM			[REDACTED]
	Deposit Premium Subject to Discount			[REDACTED]
	Premium Discount			[REDACTED]
	Discounted Premium			[REDACTED]
	La. Premium Not Subject to Discount			[REDACTED]
	Discounted TOTAL ADVANCE PREMIUM			[REDACTED]

Policy No. IG1-121-010461-189R

Issued to

Deposit Premium

Page No. 3

JPO 2144 R-1

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 313 X	
		BASIS				
.52 E. 46th St. New York, N.Y.	<u>01</u> 0129A	b	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Greater New York				
.54-156 E. 46th St. New York, N.Y.	<u>01</u> 2457	a	If Any	[REDACTED]	[REDACTED]	[REDACTED]
	2464		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	2464B		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	3457		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	3759		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5146		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	5437		If Any	[REDACTED]	[REDACTED]	[REDACTED]
		N.Y. State Remainder				
	<u>02</u> 2457		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	2464A		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	2463B		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	3457		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	3759		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	5146		If Any	[REDACTED]	[REDACTED]	[REDACTED]
	5437		If Any	[REDACTED]	[REDACTED]	[REDACTED]

M = MINIMUM PREMIUM

Policy No. IG1-121-010461-189R

Page No. 4

GPO 2745 R1

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 313	
		<u>BASIS</u>				
		<u>State of Ala.</u>				
	3457	a If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		
		<u>State of Calif.</u>				
	$\frac{12}{2457}$	If Any	[REDACTED]	[REDACTED]		
[REDACTED]	2464A	If Any	[REDACTED]	[REDACTED]		
n Diego	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		
		<u>State of Ga.</u>				
	2457	If Any	[REDACTED]	[REDACTED]		
[REDACTED]	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
vannah						

M = MINIMUM PREMIUM

Policy No. IG1-121-010461-189R

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312X OL & T 313	
		BASIS				
		a				
		State of Ia.				
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of Maine				
	3759	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		
		State of Md.				
	2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of Mass.				
	3759	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		

M = MINIMUM PREMIUM

Policy No. IG1-121-010461-189R

GPO 2745 R1

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Page No. 6

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 313	
		BASIS				
		a				
		State of N.J.				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437	If Any				
		State of Pa.				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457					
	3759	If Any				
	5146	If Any				
	5437	If Any				

M = MINIMUM PREMIUM

Policy No. IG1-121-010461-189R

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GPO 2745 R1

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Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 313	
		BASIS				
		a				
		State of Tex.				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437	If Any				
		State of Va.				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437					
		Total Estimated Operations Premium Deposit				
		Total Premises - Operations Premium Total Deposit				

M = MINIMUM PREMIUM

Policy No. LG1-121-010461-169R

Page No. 8

GPO 2745 R1

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USA

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	CODE No.	PREMIUM BASIS		RATES		ADVANCE PREMIUMS	
				COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
ELEVATORS			No.	PER ELEVATOR		315	
-156 E. 46th St. York, N.Y.	033		1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Products - Completed Operations		Receipts		Per \$1,000 Receipts		310	
if.	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Other States	1203	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Estimated Annual Premium Deposit				[REDACTED]	[REDACTED]

= MINIMUM PREMIUM

MISCELLANEOUS CHANGE ENDORSEMENT.
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Location: _____

	Terr. Code No.	Premium Bases	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Additional		Coverage A	Coverage B
					Coverage A	Coverage B		
is agreed that clusion Water Damage w York City Endorsement . 4 is eliminated 2 E. 46th St. w York, N.Y.	0129A							

(= Minimum Premium

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Premium \$ _____ additional

Periodic Payment \$ _____

Effective Date 1-1-69
 Expiration Date 1-1-70
 Audit Basis 8

For attachment
 to Policy No. IG1-121-010461-189R TD23
 Issued to Hopeman Brothers Inc. etal

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Boonman Secretary
Frank L. Sawell President

Work Units
 1 — 1

Countersigned by *C. W. [Signature]*
 AUTHORIZED REPRESENTATIVE

L-G 6006
 (3-15-67)

Issued 1c 5-28-69 Sales Office and No. 202 End. Serial No. 19
 Printed in U.S.A.

Amendatory Endorsement

It is hereby agreed that Exclusion (f) of the policy is hereby eliminated.

Flat Charge [REDACTED]
Pro Rata premium
for period 5-9-69 to
1-1-70. [REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Anna E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C W Spear*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date 5-9-69 Expiration Date 1-1-70
Audit Basis 8
Premium \$ 81. additional
For attachment to Policy or Bond No. LG1-121-010461-189R TD23
Issued to Hopeman Brothers Inc. etal

Endorsement Serial No. 18

AMENDATORY ENDORSEMENT

It is agreed that the Policy is amended as indicated by typed entries hereunder:

Policy Number to read:

Name: Add: [REDACTED] Fund, Inc.

Address:

Legal Status: Individual Partnership Corporation _____ (Other)

Policy Period: From _____ to 12:01 A.M. Standard Time.

Loss Payee: The interest of the following Loss Payee has ceased:

Locations:

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Effective Date 1-1-69

Expiration Date 1-1-70

Audit Basis 8

For attachment

to Policy No. LG1-121-010461-189R

Issued to Hopeman Brothers Inc. and [REDACTED]

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

1227

Issued 11-9-69

Sales Office and No.

202

End. Serial No.

17

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the the state of Louisiana;
 - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
IG1-121-010461-209R (Wayne Manufacturing Corporation)	██████████
AE1-121-010461-169 (Hopeman Brothers Inc.)	██████████
Canada IG1-121-010461-159 (Hopeman Bros. Inc., etal.)	██████████
IG1-121-010461-239R (██████████)	██████████
IG1-121-022356-029R (██)	██████████

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. IG1-121-010461-189R

Issued to

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

C. W. [Signature]

Countersigned by

AUTHORIZED REPRESENTATIVE

2237
(11-23-59)

Issued

Endorsement Serial No. 16

**TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S
 PLAN OF OPERATION
 (General Liability Insurance)**

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 — \$ 1,999	1.010	\$ 15,000 — \$ 19,999	1.060
2,000 — 2,999	1.020	20,000 — 24,999	1.065
3,000 — 3,999	1.025	25,000 — 29,999	1.065
4,000 — 4,999	1.030	30,000 — 34,999	1.070
5,000 — 5,999	1.035	35,000 — 39,999	1.075
6,000 — 6,999	1.040	40,000 — 44,999	1.080
7,000 — 7,999	1.045	45,000 — 49,999	1.085
8,000 — 8,999	1.050	50,000 — 74,999	1.090
9,000 — 9,999	1.050	75,000 — 99,999	1.095
10,000 — 12,499	1.055	100,000 — 249,999	1.100
12,500 — 14,999	1.060	250,000 and over	1.105

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ _____

Frank L. Fairwell

PRESIDENT

Effective Date _____
 Expiration Date _____
 Audit Basis _____

Bruce E. Boorman

SECRETARY

For attachment
 to Policy No. IG1-121-010461-189R

Issued to _____

Countersigned by
 Authorized Representative

Form L—G 5001 (Texas) (7/1/66)
 LC LG LM LO

Endorsement No. 15

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Texas,** the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	0.0%	\$1,392	2.5%	\$2,320	5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6	2,384	5.1	5,334	7.6
1,018	0.2	1,439	2.7	2,451	5.2	5,395	7.7
1,030	0.3	1,463	2.8	2,522	5.3	5,457	7.8
1,042	0.4	1,488	2.9	2,598	5.4	5,521	7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	8.1
1,081	0.7	1,568	3.2	2,853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2,950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	8.4
1,123	1.0	1,658	3.5	3,164	6.0	5,938	8.5
1,138	1.1	1,690	3.6	3,284	6.1	6,013	8.6
1,153	1.2	1,723	3.7	3,412	6.2	6,091	8.7
1,168	1.3	1,758	3.8	3,552	6.3	6,170	8.8
1,184	1.4	1,794	3.9	3,703	6.4	6,252	8.9
1,200	1.5	1,832	4.0	3,867	6.5	6,336	9.0
1,217	1.6	1,871	4.1	4,047	6.6	6,422	9.1
1,235	1.7	1,913	4.2	4,244	6.7	6,511	9.2
1,252	1.8	1,956	4.3	4,462	6.8	6,602	9.3
1,271	1.9	2,000	4.4	4,703	6.9	6,696	9.4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	4.6	5,049	7.1	6,891	9.6
1,329	2.2	2,149	4.7	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,207	9.9

(Continued on page 2)

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000	13.5%	\$38,787	17.0%	\$ 74,987	20.5%
7,434	10.1	16,562	13.6	39,329	17.1	77,042	20.6
7,552	10.2	17,164	13.7	39,887	17.2	79,212	20.7
7,675	10.3	17,812	13.8	40,461	17.3	81,508	20.8
7,802	10.4	18,510	13.9	41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607	12.0	32,138	15.5	53,562	19.0	160,686	22.5
10,851	12.1	32,509	15.6	54,602	19.1	170,425	22.6
11,106	12.2	32,889	15.7	55,684	19.2	181,420	22.7
11,374	12.3	33,279	15.8	56,809	19.3	193,932	22.8
11,655	12.4	33,677	15.9	57,980	19.4	208,297	22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682	13.0	36,284	16.5	66,165	20.0	374,934	23.5
14,090	13.1	36,759	16.6	67,760	20.1	432,616	23.6
14,524	13.2	37,246	16.7	69,433	20.2	500,000	23.6
14,985	13.3	37,745	16.8	71,190	20.3	Over	
15,476	13.4	38,259	16.9	73,039	20.4	500,000	*

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 *If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$500,000 and 24.2% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Applicable premium discount percentage based on total estimated advance standard premium: % Total

Premium \$

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date

Frank L. Farwell

Expiration Date

PRESIDENT

Audit Basis

For attachment

to Policy No. IG1-121-010461-189R

Bruce E. Boorman

SECRETARY

Issued to

Countersigned by..... Authorized Representative

Form L-G 5002 (Texas) (7/1/66)

LC LG LM LO

Endorsement No. 14

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- Coverage A—Bodily Injury Liability
- Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. IGL-121-010461-189R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Doorman *Frank L. Jewell*
SECRETARY PRESIDENT

C W Spencer
Countersigned by _____
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Endorsement No. 13

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Bowman *Frank L. Sawell*
SECRETARY TREASURER

For attachment
to Policy No. IG1-121-010461-189R
Issued to

CW Spencer

Countersigned by
Authorized Representative

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10.1.66

Endorsement No. 12

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	IG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 6
Deductible Property Damage Liability	102	No. 8

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date _____
Expiration Date _____
Audit Basis _____

For attachment
to Policy No. IG1-121-010461-189R

Issued to _____

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

Countersigned by *Y. R. Garner*
AUTHORIZED REPRESENTATIVE

652
Louisiana
PRINTED
IN
U.S.A.

Issued

Sales Office and No.

End. Serial No. 11

Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY FIDELITY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY FIDELITY

Countersigned by *C. W. Beachley, Jr.*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-189R

Issued to _____

Endorsement Serial No. 10

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COVERAGE A — BODILY INJURY LIABILITY
- COVERAGE B — PROPERTY DAMAGE LIABILITY
- COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code
3759

Rates
State of Hire

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Frank L. Sawell

PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. IG1-121-010461-189R

Bruce E. Boorman

SECRETARY

Issued to

C. W. Spear

Countersigned by

Authorized Representative

L-G2001 (10/1/66)

LC LG LM LO

Endorsement No.

9

Deductible Property Damage Liability
 (Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

- To Property Damage to
- (1) Property owned or occupied by or rented to the insured or
 - (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

Code	Remuneration	P.D. Rate	Minimum
776	If Any	Per \$100 Remuneration	Premium
		[REDACTED]	[REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell* *Bruce E. Boorman* *Frank L. Sawell*
SECRETARY PRESIDENT SECRETARY PRESIDENT

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____
 Audit Basis _____

Premium \$ Included on Premium Summary Schedule
 For attachment to Policy or Bond No. IG1-121-010461-189R
 Issued to _____

Endorsement Serial No. 8

EXCLUSION

(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED] Mass.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell

PRESIDENT

Effective Date _____
Expiration Date _____

For attachment
to Policy No. IG1-121-010461-189R
Issued to

Bruce E. Boorman

SECRETARY

C. W. Speacht, Jr.

Countersigned by _____

Authorized Representative

G301 (10/1/66)
LC LG LM

PRINTED
IN
U.S.A.

Endorsement No. 7

Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. Apesch*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. IGL-121-010461-189R

Issued to _____

Endorsement Serial No. 6

**PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 100,000	each person aggregate
	\$ 300,000	general aggregate

Insured's Participation 0 per cent

15% of Premises-Operations B.I. Premium - Annual Deposit

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Premium Summary schedule

Frank L. Sawell

PRESIDENT

Effective Date
Expiration Date
Audit Basis
For attachment

Bruce E. Boorman

SECRETARY

to Policy No. IG1-121-010461-189

Issued to

C W Spear

Countersigned by

Authorized Representative

L-G2004 (10/1/66)
LC LG LM LO

Endorsement No. 5

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE B — PROPERTY DAMAGE LIABILITY

EXCLUSION
(Water Damage — New York City)

It is agreed that the insurance does not apply to property damage to buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured and described below: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to property damage due to fire, to the use of elevators or to operations performed by independent contractors.

Description of Premises:

152 E. 46th St.
New York, N.Y.

Code 0129A

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell

PRESIDENT

Bruce E. Boorman

SECRETARY

C. W. Spencer, Jr.

Countersigned by

Authorized Representative

Effective Date
Expiration Date

For attachment
to Policy No. IG1-121-010461-189R
Issued to

G328 (10/1/66)
LC LG LO LM

PRINTED

Endorsement No. 4

AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Contractual B.I. Premium

Minimum Premium ██████████

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____
Audit Basis _____

Premium \$ Included on Premium Summary Schedule
For attachment to Policy or Bond No. IG1-121-010461-189R
Issued to _____

Endorsement Serial No. 3

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any **bodily injury** or **property damage** which does not arise out of (a) operations performed or services furnished by the **named insured** or (b) operations performed for or property furnished to the **named insured** or (c) the maintenance or use of real or personal property owned by or rented to the **named insured** or of easements or other property rights or privileges granted to the **named insured** or (d) the handling or use of or the existence of any condition in the **named insured's products**;
- (2) if the **indemnitee** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of any professional services performed by or for the **indemnitee**, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an **insured contract**, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**.
- (3) to any agreement (a) to pay for **property damage** to property owned by, rented to or used by the **indemnitee** arising out of operations performed for the **named insured** by the **indemnitee** or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of **bodily injury** or **property damage** in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the **indemnitee** is an employee of the **named insured**, to pay any amounts or benefits on account of his **bodily injury** in excess of those for which the **named insured** or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the **indemnitee** is an employee of the **named insured**, to pay on behalf of or to indemnify the **indemnitee** with respect to **bodily injury** sustained by a fellow employee arising out of and in the course of his employment by the **named insured**.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**indemnitee**" means the person or organization claiming indemnification from the **named insured**.

"**insured contract**" means any written contract made prior to the **occurrence** giving rise to the **bodily injury** or **property damage** with respect to which indemnification is claimed, but **insured contract** does not include (1) an **incidental contract**, (2) a warranty of fitness or quality of the **named insured's products** or (3) a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an **insured contract** with respect to **bodily injury** or **property damage**.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured**.

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases	Rates		Advance Premium	
			B.I.	P.D.	B.I. 316	P.D.
See Extension Schedule Attached						
Total Advance Premium					22.	9.

Premium \$ Included on Premium Summary Schedule

Effective Date
 Expiration Date
 Audit Basis
 For attachment
 to Policy No. IG1-121-010461-189R

Issued to

Work Units

1-
 L-G2006b (2/1/68)
 LC LG LM LO

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
 PRESIDENT

Bruce E. Boorman
 SECRETARY

Countersigned by *C W Spearlet, Jr.*
 Authorized Representative

Endorsement No. 2

Item 5. Declarations — Schedule.

DESCRIPTION OF HAZARDS	CODE No.	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
CONTRACTUAL			Per \$100 of Cost		316	
					a) First \$500,000 b) Next \$500,000 c) Over \$1,000,000	
[REDACTED] Pa.	0554	[REDACTED] June 1, 1917	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] N.Y.	0521	[REDACTED] Not Stated		Flat Charge		
[REDACTED] Va.	0533	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED]	[REDACTED]		
[REDACTED] Calif.	0553	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] Md.	0555	[REDACTED] Not Stated	[REDACTED]	[REDACTED]		
[REDACTED] Tex.	0555	[REDACTED]	[REDACTED]	[REDACTED]		

Policy No. IG1-121-010461-189R

Attach to Endorsement No. 2

Page No. 3 of 3

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include [REDACTED] but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce G. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce G. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. Speas, Jr.*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. IG1-121-010461-189R

Issued to _____

Endorsement Serial No. 1

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: IG1-121-010461-189R

Name of Policyholder:

Address:

Countersigned by *J. Nelson*
(Resident Agent of Liberty Mutual Insurance Company)

California

(State)

Sales Office _____

1710

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: IG1-121-010461-189R

Name of Policyholder:

Address:

Countersigned by *James C. McLeroy*
(Resident Agent of Liberty Mutual Insurance Company)

Georgia

(State)

Sales Office _____

1710

PRINTED
IN U.S.A.

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: IG1-121-010461-189R

Name of Policyholder:

Address:

Countersigned by *J. Thomas*
(Resident Agent of Liberty Mutual Insurance Company)

Pennsylvania

(State)

Sales Office _____

1710

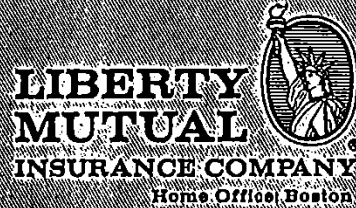
PRINTED
IN U.S.A.

SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY



THIS POLICY IS NONASSESSABLE.

OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA

COMPREHENSIVE GENERAL LIABILITY POLICY

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I
GENERAL CLASS

LIBERTY
MUTUAL
INSURANCE COMPANY
Home Office: Boston



FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

69-70

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
 - (1) in violation of any statute, ordinance or regulation,
 - (2) to a minor,
 - (3) to a person under the influence of alcohol, or
 - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

or out of materials, parts or equipment furnished in connection therewith;

- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

II PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**mobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person;

"**completed operations hazard**" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"**damages**" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-

transit type); graders, scrapers, rollers and other road construction, or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1 of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"**policy territory**" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"**property damage**" means injury to or destruction of tangible property.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount

of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

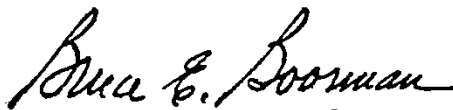
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

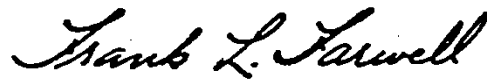
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY


SECRETARY


PRESIDENT

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DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No. LG1- 121-010461-180R	TD Code 23	Sales Office N. Y.	Code 202	Salesman Martella	Code 7675	N/R 2	1st Year 37
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Item 1. Named Insured Hopeman Brothers Inc., [REDACTED], and [REDACTED]
 Address 156 E 46th St., New York, N.Y. 10017

The named insured is: Individual , Partnership , Corporation , Other

Business of named insured is: Contracting

Item 2. Policy Period: From Mo. 1 Day 1 Year 70 to Mo. 1 Day 1 Year 71
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A—BODILY INJURY LIABILITY	\$ 100,000 each person	\$ [REDACTED]
	\$ 300,000 each occurrence	[REDACTED]
	\$ 300,000 aggregate	[REDACTED]
B—PROPERTY DAMAGE LIABILITY	\$ 100,000 each occurrence	\$ [REDACTED]
	\$ 100,000 aggregate	[REDACTED]
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) <u>2,3,4,7,9,10, 11.</u>	\$ [REDACTED]
	As per page No. 10	[REDACTED]
	Advance Premium	[REDACTED]
	Premium Discount	[REDACTED]
	Discounted TOTAL ADVANCE PREMIUM	\$ [REDACTED]

The premium for this policy is payable \$ [REDACTED] in advance, \$ [REDACTED] on first anniversary and \$ [REDACTED] on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Harvards"

The policy, including all endorsements issued therewith, is hereby countersigned by CW [Signature]
 Authorized Representative

Work Units 1188 lg	Typed 4-15-70	Periodic Payment	Rating Basis R <input type="checkbox"/> NR <input checked="" type="checkbox"/>	Audit Basis 8	Home State Calif. s. <input type="checkbox"/>	Pol. No. LG1-121-010461-189R	Renewal of	Accounting Entry Dividend for Exp. Period
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Item 4 and/or 5. *Declarations — Schedule — Description of Classifications*

HAZARDS	RATING CLASSIFICATIONS	CODE NO.
<u>Premises</u>	Buildings or Premises	0129A
<u>Operations</u>	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Ship Repair or Conversion	2489
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements- indemnification of owners	
	Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.O.C.	0521
	Broad Form Contracts	0555

Premium Summary Schedule

NO.	HAZARDS	COVERAGE A		COVERAGE B		ADVANCE PREMIUM	
1	PREMISES	[REDACTED]		[REDACTED]		[REDACTED]	
1	OPERATIONS	[REDACTED]		[REDACTED]		[REDACTED]	
2	ELEVATORS Charges						
3	STRUCTURAL ALTERATIONS, New Construction, Demolition						
3	INDEPENDENT CONTRACTORS						
4	PRODUCTS — Completed Operations	[REDACTED]		[REDACTED]		[REDACTED]	
	CONTRACTUAL	[REDACTED]		[REDACTED]		[REDACTED]	
	INCREASED LIMITS BASIC CHARGE 9890					[REDACTED]	
	PERSONAL INJURY END. 5 9840					Cov. P. [REDACTED]	
	DELETION OF CARE CUSTODY AND CONTROL			[REDACTED]		[REDACTED]	
	MALPRACTICE	[REDACTED]				[REDACTED]	
	WATERCRAFT EXCLUSION					[REDACTED]	
	LIQUOR LIABILITY EXCLUSION					[REDACTED]	
	PERSONAL INJURY END. 11					[REDACTED]	
	ANNUAL TOTAL ADVANCE PREMIUM					[REDACTED]	

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Annual Premium

Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES	[REDACTED]	[REDACTED]	[REDACTED]
1	OPERATIONS	[REDACTED]	[REDACTED]	[REDACTED]
2	ELEVATORS CHARGES			[REDACTED]
3	INCREASED LIMITS BASIC CHARGE 9890		[REDACTED]	[REDACTED]
3	WATER EXCLUSION			[REDACTED]
	LIQUOR LIABILITY EXCLUSION			[REDACTED]
4	PRODUCTS — Completed Operations	[REDACTED]	[REDACTED]	[REDACTED]
	CONTRACTUAL END. 2	[REDACTED]	[REDACTED]	[REDACTED]
	PERSONAL INJURY END. 5 9840			Cov. P. [REDACTED]
	DELETION OF CARE CUSTODY AND CONTROL END. 8		[REDACTED]	[REDACTED]
	MALPRACTICE END. 3	[REDACTED]		[REDACTED]
	PERSONAL INJURY END. 11			[REDACTED]
	TOTAL DEPOSIT PREMIUM			[REDACTED]
	Deposit Premium Subject to Discount			[REDACTED]
	Premium Discount			[REDACTED]
	Discounted Premium			[REDACTED]
	La. Premium Not Subject to Discount			[REDACTED]
	Discounted TOTAL ADVANCE PREMIUM			[REDACTED]

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Issued to

Deposit Premium

GPO 2144 R-1

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 111 CO 112 OL & T 113	
		<u>BASIS</u>				
152 E. 46th St. New York, N.Y.	<u>01</u> 0129A	b				
Water Damage Liability	0129A					
		<u>Greater New York</u>				
154-156 E. 46th St. New York, N.Y.	<u>01</u> 2457	a	If any			
	2464		If any			
	2464B		If any			
	3457		If any			
	3759					
	5146		If any			
	5437		If any			
		<u>N.Y. State Remainder</u>				
	<u>02</u> 2457		If any			
	2464A		If any			
	2464B		If any			
	3457		If any			
	3759		If any			
	5146		If any			
	5437		If any			

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-180R

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Item 5. Declarations — Schedule — G *Liability Hazards*

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
PREMISES — OPERATIONS	CODE NO.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 OL & T 317	
		<u>BASIS</u>				
		<u>State of Ala.</u>				
	3457	a If any	████████	████████		
	3759	If any	████████	████████		
	5437	████████	████████	████████	████████	████████
		<u>State of Calif.</u>				
	12	If any	████████	████████		
	2457					
	2464A	If any	████████	████████		
	2464B	If any	████████	████████		
	2489	████████	████████	████████	████████	████████
	3457	If any	████████	████████		
	3759	If any	████████	████████		
	5146	If any	████████	████████		
	5437	If any	████████	████████		
		<u>State of Ga.</u>				
	2457	If any	████████	████████		
	5437	If any	████████	████████		

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-180R

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Item 5. *Declarations — Schedule — G. al Liability Hazards*

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 X OL & T 313	
		<u>BASIS</u> a				
		<u>State of La.</u>				
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		<u>State of Maine</u>				
	3759	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		
		<u>State of Md.</u>				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		<u>State of Mass.</u>				
	3759	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		

M = MINIMUM PREMIUM

Policy No. LGL-121-010461-180R
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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE NO.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 11 CO 12 X OL & T 11?	
		BASIS a				
		State of N.J.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		
		State of Pa.				
	01					
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	If any	[REDACTED]	[REDACTED]		

[REDACTED]

* = DEPOSIT
 M = MINIMUM PREMIUM

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 111 CO 112 X OL & T 113	
		BASIS				
		a State of Tex.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		State of Va.				
	2457	If any	[REDACTED]	[REDACTED]		
	2464A	If any	[REDACTED]	[REDACTED]		
	2464B	If any	[REDACTED]	[REDACTED]		
	3457	If any	[REDACTED]	[REDACTED]		
	3759	If any	[REDACTED]	[REDACTED]		
	5146	If any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Total Estimated Operations Premium Deposit			[REDACTED]	[REDACTED]
		Total Premises- Operations Premium Total Deposit			[REDACTED]	[REDACTED]

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-180R

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	CODE No.	PREMIUM BASIS (a) SALES (b) RECEIPTS (c)	RATES		ADVANCE PREMIUMS	
			COVERAGE A (a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)	COVERAGE B	COVERAGE A 110	COVERAC
PRODUCTS COMPLETED OPERATIONS						
Calif.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
La.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
N.Y.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Tex.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
All Other States	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Estimated Annual Premium			[REDACTED]	[REDACTED]
		Deposit			[REDACTED]	[REDACTED]
Miscellaneous						
Increased Limits Basic Charge	9890					5

* = DEPOSIT
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Policy No. LG1-121-010461-180R

Page No. 9


GPO 2740

Elevator Charges - 0799

N.Y.

154-156 E. 46th St.

New York

1 Passenger (6 Landings) @ 

HBI
180-R

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (B)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan B forming a part of policy WC1-121-010461-170

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date 1-1-70
Expiration Date 1-1-71
Audit Basis 8
For attachment to Policy No. LG1-121-010461-180R

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Issued to Hopeman Brothers Inc., Etal

C W Spearlet
AUTHORIZED REPRESENTATIVE

2212
(12-1-56)

Countersigned by.....

Issuedrb 12-15-70 Sales Office and No. 202 End. Serial No. 21



MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Location: _____

Change C — Hazard(s) _____

Coverage Code: B. I.

Revised Rates	Terr. Code No.	Premium Bases	Annual Rates				Advance Premiums			
			Coverage A		Coverage B		Coverage A		Coverage B	
<p><u>Experience Modification</u></p> <p>Basic: 49% Credit</p> <p>Excess: 90% Debit</p> <p>M = Minimum Premium</p>										

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Premium \$ Adjust on Audit _____

Periodic Payment \$ _____

Effective Date 1-1-70
 Expiration Date 1-1-71
 Audit Basis 8
 For attachment to Policy No. LGL-121-010461-18OR
 Issued to Hopeman Brothers Inc., Etal

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Rosman *Frank L. Lee*
C. W. Spear
 AUTHORIZED REPRESENTATIVE

Countersigned by _____

Work Units

1 —

L-G 6006
 (2/69)

Printed in U.S.A.

Issued eg-6-30-70

Sales Office and No. 202

End. Serial No. 20

Page 1 of 7

ST. PIERRE (HBI) -378

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER 100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER 1000 FT. OF FRONTAGE (d) PER UNIT (e)		MO 112 X CO 112 OL & T 112 X	
152 E. 46th St. New York, N. Y.	01					
	0129A	b	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	01					
	2457		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2464A		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2464B		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3457		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3759		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5146		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5437		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	02					
	2457		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2464A		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2464B		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3457		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	3759		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5146		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5437		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-180R

GPO 2745 RI Printed in USA

Page No. 2 of 7
 Attach To End. #20

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE NO.	(a) REMUNERATION (b) Sq. Ft. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 Sq. Ft. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 111 CO 112 OL & T 113	
		BASIS				
		State of Ala.				
	3457	a	[REDACTED]	[REDACTED]		
	3759		[REDACTED]	[REDACTED]		
	5437		[REDACTED]	[REDACTED]		
		State of Calif.				
	12					
	2457		[REDACTED]	[REDACTED]		
	2464A		[REDACTED]	[REDACTED]		
	2464B		[REDACTED]	[REDACTED]		
	2489		[REDACTED]	[REDACTED]		
	3457		[REDACTED]	[REDACTED]		
	3759		[REDACTED]	[REDACTED]		
	5146		[REDACTED]	[REDACTED]		
	5437		[REDACTED]	[REDACTED]		
		State of Ga.				
	2457		[REDACTED]	[REDACTED]		
	5437		[REDACTED]	[REDACTED]		
		State of Maine				
	3759		[REDACTED]	[REDACTED]		
	5437		[REDACTED]	[REDACTED]		

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-180R

Page No. 3 of 7

GPO 2745 R1
 Printed in USA

Attach to End. #20

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER \$100 SQ. FT. OF AREA (c) PER 1000 FT. OF FRONTAGE (d) PER UNIT		NO 10 10 & T 112	
		<u>Basis</u>				
		<u>State of Maryland:</u>				
	2457					
	2464A					
	2464B					
	3457					
	3759					
	5146					
	5437					
		<u>State of Mass.</u>				
	3759					
	5437					
		<u>State of N. J.</u>				
	2457					
	2464A					
	2464B					
	3457					
	3759					
	5146					
	5437					

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-180R

GPO 2745 R1

Printed
 in
 USA

Page No. 4 of 7

Attach to End. #20

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS		
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B	
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 OL & T 313		
		<u>BASIS</u>					
	01	State of Pa.					
	2457						
	2464A						
	2464B						
	3457						
	3759						
	5146						
	5437						
			<u>State of Va.</u>				
	2457						
	2464A						
	2464B						
	3457						
	3759						
	5146						
5437							

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-180R

GPO 2745 R1

Printed
 in
 U.S.A.

Page No. 5 of 7

Attach To End. #20

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	CODE No.	PREMIUM BASIS (a) SALES (b) RECEIPTS (c)	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
PRODUCTS COMPLETED OPERATIONS			(a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)		110	
Calif.	1203		██████	██████		
N. Y.	1203		██████	██████		
All Other States	1203		██████	██████		

° = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-18OR

Page No. 6 of 7

Attach To End. #20

Item 5. Declarations — Schedule.

DESCRIPTION OF HAZARDS	CODE No.	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
CONTRACTUAL					316	
[REDACTED] Pa.	0554	[REDACTED] June 1, 1917	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]	a) First \$500,000 b) Next \$500,000 c) Over \$1,000,000	
[REDACTED] N. Y.	0521	[REDACTED] Not Stated		Flat Charge	[REDACTED]	
[REDACTED] Va.	0533	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] Calif.	0553	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] Md.	0555	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		

Policy No. LG1-121-010461-180R

Page No. 7 of 7

GPO 2772

Attach To End. #20

AMENDATORY ENDORSEMENT

It is agreed that the Policy is amended as indicated by typed entries hereunder:

- Policy Number to read:
- Name:
- Address:
- Legal Status: Individual Partnership Corporation _____
(Other)
- Policy Period: From _____ to _____ 12:01 A.M. Standard Time.
- Loss Payee: The interest of the following Loss Payee has ceased:

- Locations: Ga. - Eliminate [REDACTED] Savannah
- Mass. - Eliminate [REDACTED] Quincy

This endorsement is executed by the company below designated by an entry in the box opposite its name.

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell* *Bruce E. Boorman* *Frank L. Sawell*
SECRETARY PRESIDENT SECRETARY PRESIDENT

Effective Date 1-1-70
Expiration Date 1-1-71
Audit Basis 8
For attachment
to Policy No. LG1-121-010461-180R

Issued to Hopeman Brothers Inc., Etal

CW
Countersigned by _____
AUTHORIZED REPRESENTATIVE

1227 ED. 4 Issued js 6-22-70 Sales Office and No. 202 End. Serial No. 19

PREMIUM DISCOUNT ENDORSEMENT (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the the state of Louisiana;
 - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LG1-121-010461-209R (Wayne Manufacturing Corporation)	\$ [REDACTED]
AEL-121-010461-159 (Hopeman Brothers Inc.)	[REDACTED]
Canada LG1-121-010461-159 (Hopeman Bros. Inc., etal)	[REDACTED]
LG1-121-010461-239R ([REDACTED])	[REDACTED]
LG1-121-022356-029R ([REDACTED])	[REDACTED]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-180R

Issued to

2237
(11-23-59)

Issued

Frank L. Farwell

PRESIDENT

Bruce E. Boorman

SECRETARY

Countersigned by

C W Speacht J

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 18

EXPERIENCE RATE ENDORSEMENT

The rates shown in the policy are manual rates without experience modification. Such rates will subsequently be adjusted to conform to an experience modification to be expressed by an endorsement naming the effective date.

This endorsement not applicable in La.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell* *Bruce E. Doorman* *Frank L. Sawell*
SECRETARY PRESIDENT SECRETARY PRESIDENT

Countersigned by *CW. [Signature]* Countersigned by _____
AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LGL-121-010461-180R

Issued to _____

Endorsement Serial No. 17

LG 6010

**TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S
 PLAN OF OPERATION
 (General Liability Insurance)**

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 — \$ 1,999	1.010	\$ 15,000 — \$ 19,999	1.060
2,000 — 2,999	1.020	20,000 — 24,999	1.065
3,000 — 3,999	1.025	25,000 — 29,999	1.065
4,000 — 4,999	1.030	30,000 — 34,999	1.070
5,000 — 5,999	1.035	35,000 — 39,999	1.075
6,000 — 6,999	1.040	40,000 — 44,999	1.080
7,000 — 7,999	1.045	45,000 — 49,999	1.085
8,000 — 8,999	1.050	50,000 — 74,999	1.090
9,000 — 9,999	1.050	75,000 — 99,999	1.095
10,000 — 12,499	1.055	100,000 — 249,999	1.100
12,500 — 14,999	1.060	250,000 and over	1.105

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ _____
 Effective Date _____
 Expiration Date _____
 Audit Basis _____
 For attachment to Policy No. **LG1-121-010461-180R**
 Issued to _____

Frank L. Lowell
 PRESIDENT

Bruce E. Doorman
 SECRETARY

Countersigned by _____

C.W. [Signature]
 Authorized Representative

Endorsement No. 16

Form L-G 5001 (Texas) (7/1/66)
 LC LG LM LO
 Printed

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	0.0%	\$1,392	2.5%	\$2,320	5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6	2,384	5.1	5,334	7.6
1,018	0.2	1,439	2.7	2,451	5.2	5,395	7.7
1,030	0.3	1,463	2.8	2,522	5.3	5,457	7.8
1,042	0.4	1,488	2.9	2,598	5.4	5,521	7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	8.1
1,081	0.7	1,568	3.2	2,853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2,950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	8.4
1,123	1.0	1,658	3.5	3,164	6.0	5,938	8.5
1,138	1.1	1,690	3.6	3,284	6.1	6,013	8.6
1,153	1.2	1,723	3.7	3,412	6.2	6,091	8.7
1,168	1.3	1,758	3.8	3,552	6.3	6,170	8.8
1,184	1.4	1,794	3.9	3,703	6.4	6,252	8.9
1,200	1.5	1,832	4.0	3,867	6.5	6,336	9.0
1,217	1.6	1,871	4.1	4,047	6.6	6,422	9.1
1,235	1.7	1,913	4.2	4,244	6.7	6,511	9.2
1,252	1.8	1,956	4.3	4,462	6.8	6,602	9.3
1,271	1.9	2,000	4.4	4,703	6.9	6,696	9.4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	4.6	5,049	7.1	6,891	9.6
1,329	2.2	2,149	4.7	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,207	9.9

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66)

LC LG LM LO

Page 1

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TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000	13.5%	\$38,787	17.0%	\$ 74,987	20.5%
7,434	10.1	16,562	13.6	39,329	17.1	77,042	20.6
7,552	10.2	17,164	13.7	39,887	17.2	79,212	20.7
7,675	10.3	17,812	13.8	40,461	17.3	81,508	20.8
7,802	10.4	18,510	13.9	41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607	12.0	32,138	15.5	53,562	19.0	160,686	22.5
10,851	12.1	32,509	15.6	54,602	19.1	170,425	22.6
11,106	12.2	32,889	15.7	55,684	19.2	181,420	22.7
11,374	12.3	33,279	15.8	56,809	19.3	193,932	22.8
11,655	12.4	33,677	15.9	57,980	19.4	208,297	22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682	13.0	36,284	16.5	66,165	20.0	374,934	23.5
14,090	13.1	36,759	16.6	67,760	20.1	432,616	23.6
14,524	13.2	37,246	16.7	69,433	20.2	500,000	23.6
14,985	13.3	37,745	16.8	71,190	20.3	Over	
15,476	13.4	38,259	16.9	73,039	20.4	500,000	

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 *If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$500,000 and 24.2% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Total

Applicable premium discount percentage based on total estimated advance standard premium: %

Premium \$

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LGL-121-010-61-180R

Issued to

Countersigned by

Authorized Representative

Form L-G 5002 (Texas) (7/1/66)

LC LG LM LO

Page 2

Endorsement No. 15

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium \$ _____
Effective Date _____
Expiration Date _____
Audit Basis _____
For attachment
to Policy No. LGL-121-010461-180R
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Robert E. Brennan *Frank L. Sawell*
Secretary Treasurer

Countersigned by *CW Spear* _____
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Endorsement No. 14

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Boorman *Frank L. Sawell*
SECRETARY TREASURER

For attachment
to Policy No. LGL-121-010461-180R
Issued to

Countersigned by *CW. [Signature]*
Authorized Representative

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10-1-66
PRINTED

Endorsement No. 13

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 5
Deductible Property Damage Liability	102	No. 7

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date
Expiration Date
Audit Basis

Frank L. Farwell
PRESIDENT

For attachment
to Policy No. LG1-121-010461-180R

Bruce E. Doorman
SECRETARY

Issued to

Countersigned by

C. W. Spear
AUTHORIZED REPRESENTATIVE

652
Louisiana

Issued

Sales Office and No.

End. Serial No. 12

PRINTED
IN
U.S.A.

PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liability	\$	100,000	each person aggregate
	\$	300,000	general aggregate

Insured's Participation 0 per cent
Flat Charge [redacted]

Code 9840 The provision of this endorsement apply only with respect to:

[redacted]

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Declarations

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-180R

Issued to

L-G2004 (10/1/66)
LC LG LM LO

Printed in

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY


CW Spicard
Authorized Representative

Countersigned by

Endorsement No. 11

LIQUOR LIABILITY EXCLUSION

It is agreed that Exclusion (f) of the policy is hereby eliminated.

Flat Charge 

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell* *Bruce E. Doorman* *Frank L. Sawell*
SIGNATURE SIGNATURE SIGNATURE SIGNATURE

Countersigned by *[Signature]* AUTHORIZED REPRESENTATIVE Countersigned by _____ AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Declarations

For attachment to Policy or Bond No. LGL-121-010461-180R

Issued to _____

Endorsement Serial No. 10


Work Order No. _____

Issued _____

Sales Office & No. _____

Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

Flat Charge 

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman

Frank L. Sawell

Bruce E. Boorman

Frank L. Sawell

SECRETARY

SECRETARY

SECRETARY

SECRETARY

Countersigned by

C. M. S. [Signature]

AUTHORIZED REPRESENTATIVE

Countersigned by

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$ Included on Declarations

For attachment to Policy or Bond No. LG1-121-010461-180R

Issued to

Endorsement Serial No. 9

Work Order No.

Issued

Sales Office & No.

ST. PIERRE (HBI) -396

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COVERAGE A — BODILY INJURY LIABILITY
- COVERAGE B — PROPERTY DAMAGE LIABILITY
- COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

<u>Code</u>	<u>Rates</u>
3759	State of Hire

Premium \$ _____

Effective Date _____

Expiration Date _____

Audit Basis _____

For attachment to Policy No. LGL-121-010461-180R

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
 PRESIDENT

Bruce E. Bowman
 SECRETARY

CW Spearhead
 Authorized Representative

Countersigned by _____

Issued to _____

L-G2001 (10/1/66)
LC LG LM LO



Endorsement No. 8

Deductible Property Damage Liability
 (Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

- To Property Damage to
- (1) Property owned or occupied by or rented to the insured or
 - (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

Code	Remuneration	P.D. Rate Per \$100 Remuneration	Minimum Premium
776	If any	[REDACTED]	[REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____
 Audit Basis _____

Premium \$ Included on Premium Summary Schedule
 For attachment to Policy or Bond No. LG1-121-010461-180R
 Issued to _____

Endorsement Serial No. 7

EXCLUSION
(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to **bodily injury, personal injury or property damage** arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED]
[REDACTED] Mass.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell

PRESIDENT

Effective Date
Expiration Date

For attachment
to Policy No. LG1-121-010461-180R
Issued to

Bruce E. Boorman

SECRETARY

G301 (10/1/66)
LC LG LM

Countersigned by

C. W. Spear
Authorized Representative

Endorsement No. 6

PRINTED
IN
U.S.A.

Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by *C. W. ...*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. LGL-121-010461-180R

Issued to

Expiration Date

Endorsement Serial No. 5

Work Units 1-

Issued

Sales Office & No.

ST. PIERRE (HBI) -400

**PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 100,000	each person aggregate
	\$ 300,000	general aggregate

Insured's Participation 0 per cent

22½ of Premises-Operations E.I. Premium - Annual
Deposit

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Premium Summary Schedule

Frank L. Sewell
PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LGL-121-010461-180

Bruce E. Bowman
SECRETARY

Issued to

Countersigned by

C.W. [Signature]
Authorized Representative

L-G2004 (10/1/66)
LC LG LM LO

Endorsement No. 4

Printed
in
USA

MALPRACTICE ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate-10% of Contractual B.I. Premium

Minimum Premium [REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPAN

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by

C. W. [Signature]
AUTHORIZED REPRESENTATIVE

Countersigned by

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$ Included on Premium Summary Schedule
For attachment to Policy or Bond No. LG1-121-010461-180R
Issued to

Endorsement Serial No. 3

Work Units 1 -

Issued

Sales Office & No.

ST. PIERRE (HBI) -402

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

**CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT**

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any **bodily injury** or **property damage** which does not arise out of (a) operations performed or services furnished by the **named insured** or (b) operations performed for or property furnished to the **named insured** or (c) the maintenance or use of real or personal property owned by or rented to the **named insured** or of easements or other property rights or privileges granted to the **named insured** or (d) the handling or use of or the existence of any condition in the **named insured's products**;
- (2) if the **indemnitee** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of any professional services performed by or for the **indemnitee**, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an **insured contract**, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**.
- (3) to any agreement (a) to pay for **property damage** to property owned by, rented to or used by the **indemnitee** arising out of operations performed for the **named insured** by the **indemnitee** or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of **bodily injury** or **property damage** in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the **indemnitee** is an employee of the **named insured**, to pay any amounts or benefits on account of his **bodily injury** in excess of those for which the **named insured** or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the **indemnitee** is an employee of the **named insured**, to pay on behalf of or to indemnify the **indemnitee** with respect to **bodily injury** sustained by a fellow employee arising out of and in the course of his employment by the **named insured**.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**indemnitee**" means the person or organization claiming indemnification from the **named insured**.

"**insured contract**" means any written contract made prior to the occurrence giving rise to the **bodily injury** or **property damage** with respect to which indemnification is claimed, but **insured contract** does not include (1) an **incidental contract**, (2) a warranty of fitness or quality of the **named insured's products** or (3) a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an **insured contract** with respect to **bodily injury** or **property damage**.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project awa, .rom premises owned by or rented to the **named insured**.

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases	Rates		Advance Premium	
			B.I.	P.D.	B.I. 316	P.D.
See Extension Schedule Attached						
Total Advance Premium					31.	14.

Premium s Included on Premium Summary Schedule

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date _____
 Expiration Date _____
 Audit Basis _____
 For attachment to Policy No. LGL-121-010461-180R

Frank L. Sawell
 PRESIDENT

Issued to

Bruce E. Bowman
 SECRETARY
CW Spitzer et al

Work Units

Countersigned by _____
 Authorized Representative

1-
 L-G2006b (2/1/68)
 LC LG LM LO

Endorsement No. 2

Item 5. Declarations — Schedule.

DESCRIPTION OF HAZARDS	CODE No.	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
CONTRACTUAL					316	
[REDACTED]					a) First \$500,000 b) Next \$500,000 c) Over \$1,000,000	
[REDACTED] Pa.	0554	[REDACTED] June 1, 1917	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] N.Y.	0521	[REDACTED] Protective Company Not Stated	Flat Charge		[REDACTED]	[REDACTED]
[REDACTED] Va.	0533	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED]	[REDACTED]		
[REDACTED] Calif.	0553	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] Md.	0555	[REDACTED] Not Stated	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		
[REDACTED] Tex.	0555	[REDACTED]	a) [REDACTED] b) [REDACTED] c) [REDACTED]	[REDACTED]		

Policy No. LG1-121-010461-180R

Attached to Endorsement No. 2

Page No. 3 of 3

COMPREHENSIVE GENERAL LIABILITY POLICY

LC-121-01061-190R

LIBERTY
MUTUAL
INSURANCE COMPANY



Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

THIS POLICY CLASSIFIED IN DIVIDEND CLASS 1
GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

170-71

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;
 but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
 - (1) in violation of any statute, ordinance or regulation,
 - (2) to a minor,
 - (3) to a person under the influence of alcohol, or
 - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

or out of materials, parts or equipment furnished in connection therewith;

- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

(5) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 INSPECTION AND AUDIT The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3 DEFINITIONS (a) Contract The word "contract" means, in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

(1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

(2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) Products Hazard The term "products hazard" means

(1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property,

other than such container, rented to or located for use of others but not sold;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

7 SEVERABILITY OF INTERESTS The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8 NOTICE OF ACCIDENT When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9 NOTICE OF CLAIM OR SUIT If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

10 ASSISTANCE AND COOPERATION OF THE INSURED The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

11 ACTION AGAINST COMPANY No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

OTHER INSURANCE If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

ASSIGNMENT Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

17

DECLARATIONS By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

MUTUAL POLICY CONDITIONS This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined.

18

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

George A. Potter
SECRETARY

Frank L. Sawell
PRESIDENT

SHORT RATE CANCELATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	. . . . . 5	154-156	. . . . . 63
2	. . . . . 6	157-160	. . . . . 64
3- 4	. . . . . 7	161-164	. . . . . 65
5- 6	. . . . . 8	165-167	. . . . . 66
7- 8	. . . . . 9	168-171	. . . . . 67
9- 10	. . . . . 10	172-175	. . . . . 68
11- 12	. . . . . 11	176-178	. . . . . 69
13- 14	. . . . . 12	179-182 (6 mos.)	. . . . . 60
15- 16	. . . . . 13	183-187	. . . . . 61
17- 18	. . . . . 14	188-191	. . . . . 62
19- 20	. . . . . 15	192-196	. . . . . 63
21- 22	. . . . . 16	197-200	. . . . . 64
23- 25	. . . . . 17	201-205	. . . . . 65
26- 29	. . . . . 18	206-209	. . . . . 66
30- 32 (1 mo.)	. . . . . 19	210-214 (7 mos.)	. . . . . 67
33- 36	. . . . . 20	215-218	. . . . . 68
37- 40	. . . . . 21	219-223	. . . . . 69
41- 43	. . . . . 22	224-228	. . . . . 70
44- 47	. . . . . 23	229-232	. . . . . 71
48- 51	. . . . . 24	233-237	. . . . . 72
52- 54	. . . . . 25	238-241	. . . . . 73
55- 58	. . . . . 26	242-246 (8 mos.)	. . . . . 74
59- 62 (2 mos.)	. . . . . 27	247-250	. . . . . 75
63- 65	. . . . . 28	251-255	. . . . . 76
66- 69	. . . . . 29	256-260	. . . . . 77
70- 73	. . . . . 30	261-264	. . . . . 78
74- 76	. . . . . 31	265-269	. . . . . 79
77- 80	. . . . . 32	270-273 (9 mos.)	. . . . . 80
81- 83	. . . . . 33	274-278	. . . . . 81
84- 87	. . . . . 34	279-282	. . . . . 82
88- 91 (3 mos.)	. . . . . 35	283-287	. . . . . 83
92- 94	. . . . . 36	288-291	. . . . . 84
95- 98	. . . . . 37	292-296	. . . . . 85
99-102	. . . . . 38	297-301	. . . . . 86
103-105	. . . . . 39	302-305 (10 mos.)	. . . . . 87
106-109	. . . . . 40	306-310	. . . . . 88
110-113	. . . . . 41	311-314	. . . . . 89
114-116	. . . . . 42	315-319	. . . . . 90
117-120	. . . . . 43	320-323	. . . . . 91
121-124 (4 mos.)	. . . . . 44	324-328	. . . . . 92
125-127	. . . . . 45	329-332	. . . . . 93
128-131	. . . . . 46	333-337 (11 mos.)	. . . . . 94
132-135	. . . . . 47	338-342	. . . . . 95
136-138	. . . . . 48	343-346	. . . . . 96
139-142	. . . . . 49	347-351	. . . . . 97
143-146	. . . . . 50	352-355	. . . . . 98
147-149	. . . . . 51	356-360	. . . . . 99
150-153 (5 mos.)	. . . . . 52	361-365 (12 mos.)	. . . . . 100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

No. LPI- 121-010461-135R



THIS POLICY IS NONASSESSABLE.

**OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES,
 AND
 CANADA**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

**CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT**

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any **bodily injury** or **property damage** which does not arise out of (a) operations performed or services furnished by the **named insured** or (b) operations performed for or property furnished to the **named insured** or (c) the maintenance or use of real or personal property owned by or rented to the **named insured** or of easements or other property rights or privileges granted to the **named insured** or (d) the handling or use of or the existence of any condition in the **named insured's products**;
- (2) if the **indemnitee** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of any professional services performed by or for the **indemnitee**, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an **insured contract**, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**.
- (3) to any agreement (a) to pay for **property damage** to property owned by, rented to or used by the **indemnitee** arising out of operations performed for the **named insured** by the **indemnitee** or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of **bodily injury** or **property damage** in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the **indemnitee** is an employee of the **named insured**, to pay any amounts or benefits on account of his **bodily injury** in excess of those for which the **named insured** or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the **indemnitee** is an employee of the **named insured**, to pay on behalf of or to indemnify the **indemnitee** with respect to **bodily injury** sustained by a fellow employee arising out of and in the course of his employment by the **named insured**.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**indemnitee**" means the person or organization claiming indemnification from the **named insured**.

"**insured contract**" means any written contract made prior to the occurrence giving rise to the **bodily injury** or **property damage** with respect to which indemnification is claimed, but **insured contract** does not include (1) an **incidental contract**, (2) a warranty of fitness or quality of the **named insured's products** or (3) a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an **insured contract** with respect to **bodily injury** or **property damage**.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured**.

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include [REDACTED], but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by

CW Spracht
AUTHORIZED REPRESENTATIVE

Countersigned by

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. LGL-121-010461-180R

Issued to

Endorsement Serial No. 1

Work Units 1 -

Issued

Sales Office & No.

ST. PIERRE (HBI) -413

REQUEST FOR POLICY CHANGE

TO: 6/15/16 UNDERWRITING
 BUSINESS RISKS OFFICE H.O. MOTOR TRANSPORT
 COMMERCIAL RISKS H.O. NATIONAL RISKS
 VIA CARRIER IF ACCOMPANIED BY REMITTANCE

Rec'd by: W/L or Jenny U
 on 12/24 19 70
 BY: Mail Phone In Person

POLICY DATA: POLICY NUMBER WC1-121-016 61-1701 TO CODE 61-1701 ACCOUNT NUMBER 11117A SLIP-COT NO. 11117A
 CHANGE EFFECTIVE 11/17/70

INSTRUCTIONS FOR RPC COMP.: SPECIFIED AREAS HAVE BEEN PROVIDED FOR CERTAIN LINE AND TYPE CHANGES. FILL OUT ALL REQUIRED DATA. THE AREA PROVIDED FOR "CHANGE DESCRIPTION" IS USED FOR 1) ALL LINES NOT SPECIFIED 2) ADDITIONAL INFORMATION NOT SHOWN IN SPECIFIED LINE AREA.

COMPLETE IF NAME OR ADDRESS CHANGE: NAME CHANGE - ORIGINAL NAME: _____ (BUS. CLASSIFICATION) _____
 ADDRESS CHANGE - ORIGINAL ADDRESS: _____
 DCES NAME ADDRESS CHANGE APPLY TO ALL POLICIES? YES NO

NAMED INSURED AND MAIL ADDRESS AFTER THIS CHANGE: Hopeman Brothers Inc
156 E. 46 St
NY NY
 IF NAMED INSURED LENGTHY INCLUDE COMPLETE NAME IN "CHANGE DESCRIPTION" AREA.
 ADDRESS CHANGE - Indicate: New Mail Address New Location - Shown only in this area - when both the mail address and the location change are the same.

INSTRUCTIONS FOR ADDITIONAL LOCATIONS AND/OR ADDED COVERAGES: W.C.—ADD'L STATES: _____ Where applicable submit signed filing form per reverse W.C. application.
 BURGLARY, ROBBERY, THEFT: _____ Submit full facts—RE: allowable manual credits. Describe add'l insurance as required by various application forms.
 DEALERS FIRE & THEFT: _____ Show building contents rate.
 FIDELITY: _____ List date individuals added or removed. Give location, position, liability.
 GLASS: _____ Attach schedule.
 SIGN: _____ Attach description.
 GENERAL LIABILITY: _____ Insured Occupies ENTIRE PART of location. Insured is OWNER TENANT.
 Give No. & Type elevators on premises: _____

DESCRIBE CHANGE HERE: add as named insured - [redacted] Corporation
[redacted] [redacted]
est payroll [redacted]

AUTOMOBILE: Change - Corred Cancel Off. Substitution
 NEW Addition Substitution
 USED
 NOTE: Indicate all additional information (Spec. equip., cov., etc.) above

YEAR, TRADE NAME, TYPE, & MODEL	SERIAL OR ID NO.	MOTOR NO.	GARAGING & TERR. CODE

LOSS PAYEE OR MORTGAGEE: ADD CHANGE ELIM CANCEL
 NAME AND ADDRESS: _____

FIRE, MARINE & MULTI-PERTL: REMOVAL ADD ITEM OR LOCATION CHANGE AMOUNT CHANGE RATE CANCEL ITEM OR LOCATION
 NOTE: On non-specifically rated buildings, indicate information for manual rating in "CHANGE DESCRIPTION" area. - SEE Personal Sales R.P.C. for required data.

LOCATIONS	SUBJECT OF INSURANCE & LOCATION	COVS	OLD AMOUNT	OLD RATE	NEW AMOUNT	NEW RATES

POLICY TOTAL Increased Decreased BY \$ _____ FROM \$ _____ TO \$ _____

CANCEL:

PRINTED IN U.S.A.

Dear Policyholder,

This is a copy of the Company record of your recent request to change your insurance. It provides you with temporary evidence that the matter is being handled. The endorsement changing your policy and any premium adjustment will be sent to you just as soon as possible.

For LIBERTY MUTUAL J. Reusina

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-121-010461-180R

Name of Policyholder:

Address:

Countersigned by *[Signature]*
(Resident Agent of Liberty Mutual Insurance Company)

Sales Office _____

California
(State)

1710
Printed
in
U.S.A.

Countersigned by *James C. McL...*
(Resident Agent of Liberty Mutual Insurance Company)

Sales Office _____

Georgia
(State)

1710
Printed
in
U.S.A.

Countersigned by *[Signature]*
(Resident Agent of Liberty Mutual Insurance Company)

Sales Office _____

Pennsylvania
(State)

1710
Printed
in
U.S.A.

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No. LG1-121-010461-181R	TD Code 23	Sales Office N.Y.	Code 202	Salesman Martella	Code 7673	N/R 2	1st Year 87
-----------------------------------	---------------	----------------------	-------------	----------------------	--------------	----------	----------------

Item 1. Named Insured Hopeman Brothers Inc., [redacted] and [redacted]
 Address 156 E. 46th St., New York, N.Y. 10017

The named insured is: Individual , Partnership , Corporation , Other

Business of named insured is: Contracting

Item 2. Policy Period: From Mo. 1 Day 1 Year 72 to Mo. 1 Day 1 Year 72
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	\$ 100,000 each person	\$ [redacted]
	\$ 300,000 each occurrence	
	\$ 300,000 aggregate	
B — PROPERTY DAMAGE LIABILITY	\$ 100,000 each occurrence	\$ [redacted]
	\$ 100,000 aggregate	
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) [redacted]	\$ [redacted]
	As per Page No. [redacted]	[redacted]
	TOTAL ADVANCE PREMIUM	\$ [redacted]

The premium for this policy is payable \$ [redacted] in advance, \$ [redacted] on first anniversary and \$ [redacted] on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards"

The policy, including all endorsements issued therewith, is hereby countersigned by C. W. [redacted] Authorized Representative

Work Units 1- 164	Typed av 2-19-71	Periodic Payment	Rating Basis R <input checked="" type="checkbox"/> NR <input type="checkbox"/>	Audit Basis 3	Home State Md.	Pol. H.G. S- <input type="checkbox"/>	Renewal of LG1-121-010461-180R	Accounting Entry Dividend for Exp. Period
----------------------	------------------------	------------------	---	------------------	-------------------	--	-----------------------------------	--

GPO 2715 PRINTED IN U.S.A.

Item 4 and/or 5. *Declarations — Schedule — Description of Classifications*

HAZARDS	RATING CLASSIFICATIONS	CODE
<u>Premises</u>	Buildings or Premises	012
<u>Operations</u>	Boat or Ship Building	246
	Sash, Door or Assembled Millwork Mfg.	246
	Fireproof Equipment Mfg.	245
	Ship Repair or Conversion	248
	Draughtsmen	348
	Contractors	375
	Carpentry N.O.C.	345
	Furniture or Fixtures Installation in Offices or Stores	514
	Carpentry	543
	<u>Products</u>	Completed Operations: Carpentry Construction	120
<u>Contractual</u>	Construction Agreements - Broad Form Contracts	055

Item 5. Declarations — Schedule — G Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO CO OL	
152 E. 46th St. New York, N.Y.	01					
	0129A	b				
Water Damage Liability	0129A					
154-156 E. 46th St. New York, N.Y.	01	Greater New York				
	2457	a	If Any			
	2464		If Any			
	2464B		If Any			
	3457		If Any			
	3759					
	5146		If Any			
	5437		If Any			
	3485					
		N.Y. State Remainder				
	02					
	2457		If Any			
	2464A		If Any			
	2464B		If Any			
	3457		If Any			
	3759		If Any			
	5146		If Any			
	5437		If Any			

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-181R

Page No. 2

GPO 2745 R1 Printed in U.S.A.

Item 5. Declarations — Schedule —

Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(1) PER \$100 REMUNERATION (2) PER 100 SQ. FT. OF AREA (3) PER LINEAR FT. OF FRONTAGE (4) PER UNIT (5)		MO CO CL & T	
		<u>BASIS</u>				
		<u>State of Ala.</u>				
	3457	a If Any				
	3759	If Any				
	5437					
		<u>State of Calif.</u>				
	12					
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	2489	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437					
		<u>State of Ga.</u>				
	2457	If Any				
	5437	If Any				

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-181R

Page No. 3

GPO 2745 R1 Printed in U.S.A.

Item 5. Declarations — Schedule — G

Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		NO CO OL & T	
		BASIS a				
	3457	State of La. If Any				
	3759	If Any				
	5437					
		State of Maine				
	3759	If Any				
	5437					
		State of Md.				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437					
		State of Mass.				
	3759	If Any				
	5437	If Any				

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-181R

Page No. 4

GPO 2745 R1 Printed in USA

Item 5. Declarations — Schedule — C

Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO CC CL & T	X
		<u>BASIS</u> 2				
		<u>State of N.J.</u>				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437	If Any				
		<u>State of Pa.</u>				
	01					
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437					

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-181R

Page No. 5

GPO 2745 R1 Printed in U.S.A.

Item 5. Declarations — Schedule — G

Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 111 CO 112 X OL & T 113	
		BASIS				
		a.				
	2457	State of Tex. If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437					
	2457	State of Va. If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437					
		Total Estimated Operations Premium Deposit				
		Total Premises-Operations Premium Total Deposit				

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-181R

Page No. 6

GPO 2745 R1 Printed in U.S.A.

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	CODE No.	PREMIUM BASIS (a) SALES (b) RECEIPTS (c)	RATES		ADVANCE PREMIUMS	
			COVERAGE A (a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)	COVERAGE B	COVERAGE A	COVERAGE B
PRODUCTS COMPLETED OPERATIONS					310	
Calif.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
La.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
N.Y.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Tex.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
All Other States	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Estimated Annual Premium			[REDACTED]	[REDACTED]
		Deposit			[REDACTED]	[REDACTED]
Contractual					316	
✓	0559	[REDACTED] Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Miscellaneous						
Increased Limits Basic Charge	9890					
Personal Injury End. No. 4	9840				Cov. P	
Personal Injury End. No. 10	9840		Annual Deposit		[REDACTED]	

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-181R

Page No. 7

GPO 2749
 LC:IG

Elevator Charges - 0799

N.Y.

154-156 E. 46th St.

New York

1 Passenger (6 Landings) @ [REDACTED] [REDACTED]

LG1-121-010461-181R

Page No. 8

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- CONTRACTUAL LIABILITY INSURANCE
- MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
- OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
- OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE—
NEW YORK DEPARTMENT OF PUBLIC WORKS
- STOREKEEPER'S INSURANCE

EXCLUSION
(Contamination or Pollution)

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement does not apply to operations or occurrences in the following states:

- Louisiana
- Maryland
- Tennessee
- Vermont
- Puerto Rico

Premium \$
Effective Date
For attachment to Policy or Bond No.
Audit Basis
Issued to

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

Ben E. Doorman Secretary *Frank L. Sawell* President

Work Units 1 —

Countersigned by *CW Spear*
Authorized Representative

G335 Printed in U.S.A.

Issued

Sales Office and No.

End. Serial No.

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-121-010461-181R
Name of Policyholder:

Address:

Countersigned by John Thomas
(Resident Agent of Liberty Mutual Insurance Company)
Pennsylvania
(State)

Sales Office _____

1710

Printed in U.S.A.

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-121-010461-181R
Name of Policyholder:

Address:

Countersigned by John
(Resident Agent of Liberty Mutual Insurance Company)
California
(State)

Sales Office _____

1710

Printed in U.S.A.



MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy conditions are amended by the changes entered below:

Change A — Policy Period: From _____ To _____
 Change B — Location: _____

Change C — Hazard(s)	Terr. Code No.	Premium Bases	Annual Rates		Advance Premiums				
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage	
Eliminate: Malpractice Endorsement No. 3		10% of Contractual	B.I.	Premium					
Add: Incidental Malpractice									
Clinics, Dispensaries or Infirmaries	5169								
M — Minimum Premium									

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Premium \$ Adjust on Audit _____ Periodic Payment \$ _____

Effective Date 1-1-71
 Expiration Date 1-1-72
 Audit Basis 8
 For attachment
 to Policy No. LG1-121-010461-181R TD 23
 Issued to Hopeman Brothers Inc. Etal

LIBERTY MUTUAL INSURANCE COMP.

Oliver E. Doorman *Frank L. Talley*

R. J. [Signature]

Countersigned by _____ AUTHORIZED REPRESENTATIVE

Work Units
 1 —

L-G 6006 Issued 1c 2-15-72 Sales Office and No. 202 End. Serial No. 22
 (2/69) Printed in U.S.A.

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Location: _____

Change C — Hazard(s)

Coverage Code: B. I.

	Terr. Code No.	Premium Bases	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
Revised Rates Louisiana								
Operations Effective: 1-1-71	3457 3759 5437							
Effective: 3-14-71	3457 3759 5437							
Completed Operations Effective: 1-1-71	1203							
Effective: 3-14-71								
Experience Modification - Louisiana Basic - 22 Credit Excess - 70 Debit								
M = Minimum Premium								

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Premium \$ _____ on audit

Periodic Payment \$ _____

Effective Date as indicated above

Expiration Date 1-1-72

Audit Basis 8

For attachment to Policy No. IG1-121-010461-181R TD23

Issued to Hopeman Brothers Inc., Etal

LIBERTY MUTUAL INSURANCE COM.

Blair E. Boorman *Frank L. Lee*
 SECRETARY
C W Spear

Countersigned by _____ AUTHORIZED REPRESENTATIVE

Work Units

1 —

L-G 6006
 (2/69)

Printed in U.S.A.

Issued rb 10-6-71

Sales Office and No.

202

End. Serial No.

21

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Location: _____

Change C — Hazard(s)

Coverage Code: B. I. 313

	Terr. Code No.	Premium Bases Area	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Additional		Coverage A	Coverage
					Coverage A	Coverage B		
Add: [Redacted] Data Corporation [Redacted] Ave. [Redacted] Va. Buildings or Premises	04 0122	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

JUN 30 1971

HOPMAN BROTHERS

M — Minimum Premium

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration Annual Semi-Annual Quarterly Monthly Flat Charge

Premium \$ On Audit _____

Periodic Payment \$ _____

Effective Date 1-1-71
 Expiration Date 1-1-72
 Audit Basis 3

For attachment
 to Policy No. LGL-121-010461-181R TD23
 Issued to Hopeman Brothers Inc., Etal.

LIBERTY MUTUAL INSURANCE COM

Ben E. Boorman *Frank L. Lee*

 C W Spear

Countersigned by _____ AUTHORIZED REPRESENTATIVE

Work Units

1 —

L-G 6006
 (2/69)

Printed in U.S.A.

Issued 1p 6-24-71

Sales Office and No. 202

End. Serial No. 20

AMENDATORY ENDORSEMENT

It is agreed that the Policy is amended as indicated by typed entries hereunder:

Policy Number to read:

Name: Hopeman Brothers Inc., [REDACTED], [REDACTED] and [REDACTED]

Address:

Legal Status: Individual Partnership Corporation _____ (Other)

Policy Period: From _____ to _____ 12:01 A.M. Standard Time.

Occupation or Business of Insured:

Loss Payee: The interest of the following Loss Payee has ceased:

Locations:



This endorsement is executed by the company below designated by an entry in the box opposite its name

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY TREASURER

Bruce E. Boorman *Frank L. Sawell*
SECRETARY TREASURER

Effective Date 1-1-71

Expiration Date 1-1-72

Audit Basis 8

For attachment

to Policy No. LG1-121-010461-181R TD23

Issued to Hopeman Brothers Inc., [REDACTED] Ltd., and [REDACTED]

Countersigned by *CW Speacht*
AUTHORIZED REPRESENTATIVE

1227 ED. 4
Printed in U.S.A.

Issued 1p 6-24-71

Sales Office and No. 202

End. Serial No. 19

CHANGE OF LIMITS OF LIABILITY ENDORSEMENT

It is agreed that the limit of the company's liability against any coverage below with respect to which a typewritten entry appears shall be as stated by such typewritten entry, subject to all of the terms of the policy having reference thereto and to any special provisions stated herein. The rates and advance premiums for the coverages to which this endorsement applies are stated in the schedule attached.

COVERAGES*	LIMITS OF LIABILITY	
COVERAGE A — Bodily Injury Liability	\$ 250,000	each person
	\$ 500,000	each occurrence
	\$ 500,000	aggregate
COVERAGE B — Property Damage Liability	\$ 250,000	each occurrence
	\$ 250,000	aggregate
COVERAGE E — Premises Medical Payments	\$	each person
	\$	each accident
COVERAGE P — Personal Injury	\$	each person aggregate
	\$	general aggregate

*NOTE: The particular policy to which this endorsement applies may not include all coverages listed.

SPECIAL PROVISIONS

- PROJECT OR PREMISES:** If a project or premises are designated herein, the above limits of liability apply only to loss arising out of such project or premises.
- OTHER (Specify):** The provisions of this endorsement with respect to Coverage A - Bodily Injury Liability do not apply with respect to Louisiana

Premium \$ adjust on audit

Effective Date 3-14-71 ✓

Expiration Date 1-1-72

Audit Basis 8

For attachment

to Policy No. LG1-121-010461-181R TD23

issued to Hopeman Brothers Inc., Etal

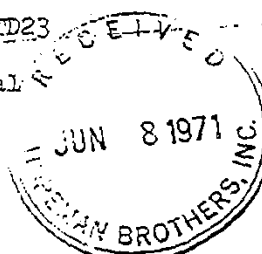
LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY



Work Units

1-

L-G 6002 (10/1/66)

LC LG LM LO

Page 1 of 7

Printed in U.S.A.

Countersigned by

CW Peachet

Authorized Representative

Issued rb 5-28-71 S.O. 202

Endorsement Serial No.

18

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the the state of Louisiana;
 - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LG1-121-010461-201R	(Wayne Manufacturing Corporation)
AE1-121-010461-161	(Hopeman Brothers Inc.)
Canada	
LG1-121-010461-151	(Hopeman Bros. Inc., Etal)
LG1-121-010461-231R	(REDACTED)
LG1-121-022356-021R	(REDACTED)

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-181R

Issued to

2237
(11-23-59)

Printed
in
U.S.A.

Issued

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

Countersigned by

CW Spearhead J

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 17

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (D)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan D forming a part of policy WC1-121-010461-171

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-181R

Frank L. Sawell

PRESIDENT

Issued to

Bruce E. Doorman

SECRETARY

2212
(12-1-56)

Countersigned by.....

C. W. Speacht, Jr.

AUTHORIZED REPRESENTATIVE



Issued

Sales Office and No.

End. Serial No. 16

**TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S
 PLAN OF OPERATION
 (General Liability Insurance)**

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 — \$ 1,999	1.010	\$ 15,000 — \$ 19,999	1.060
2,000 — 2,999	1.020	20,000 — 24,999	1.065
3,000 — 3,999	1.025	25,000 — 29,999	1.065
4,000 — 4,999	1.030	30,000 — 34,999	1.070
5,000 — 5,999	1.035	35,000 — 39,999	1.075
6,000 — 6,999	1.040	40,000 — 44,999	1.080
7,000 — 7,999	1.045	45,000 — 49,999	1.085
8,000 — 8,999	1.050	50,000 — 74,999	1.090
9,000 — 9,999	1.050	75,000 — 99,999	1.095
10,000 — 12,499	1.055	100,000 — 249,999	1.100
12,500 — 14,999	1.060	250,000 and over	1.105

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-181R

Issued to

Form L—G 5001 (Texas) (7/1/66)

LC LG LM LO

Printed
in
USA

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

C W Spear

Authorized Representative

Countersigned by

Endorsement No. 15

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
(General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less** — The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year** — The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
(General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	0.0%	\$1,392	2.5%	\$2,320	5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6	2,384	5.1	5,334	7.6
1,018	0.2	1,439	2.7	2,451	5.2	5,395	7.7
1,030	0.3	1,463	2.8	2,522	5.3	5,457	7.8
1,042	0.4	1,488	2.9	2,598	5.4	5,521	7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	8.1
1,081	0.7	1,568	3.2	2,853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2,950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	8.4
1,123	1.0	1,658	3.5	3,164	6.0	5,938	8.5
1,138	1.1	1,690	3.6	3,284	6.1	6,013	8.6
1,153	1.2	1,723	3.7	3,412	6.2	6,091	8.7
1,168	1.3	1,758	3.8	3,552	6.3	6,170	8.8
1,184	1.4	1,794	3.9	3,703	6.4	6,252	8.9
1,200	1.5	1,832	4.0	3,867	6.5	6,336	9.0
1,217	1.6	1,871	4.1	4,047	6.6	6,422	9.1
1,235	1.7	1,913	4.2	4,244	6.7	6,511	9.2
1,252	1.8	1,956	4.3	4,462	6.8	6,602	9.3
1,271	1.9	2,000	4.4	4,703	6.9	6,696	9.4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	4.6	5,049	7.1	6,891	9.6
1,329	2.2	2,149	4.7	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,207	9.9

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66)

LC LG LM LO

Page 1

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TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000	13.5%	\$38,787	17.0%	\$ 74,987	20.5%
7,434	10.1	16,562	13.6	39,329	17.1	77,042	20.6
7,552	10.2	17,164	13.7	39,887	17.2	79,212	20.7
7,675	10.3	17,812	13.8	40,461	17.3	81,508	20.8
7,802	10.4	18,510	13.9	41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607	12.0	32,138	15.5	53,562	19.0	160,686	22.5
10,851	12.1	32,509	15.6	54,602	19.1	170,425	22.6
11,106	12.2	32,889	15.7	55,684	19.2	181,420	22.7
11,374	12.3	33,279	15.8	56,809	19.3	193,932	22.8
11,655	12.4	33,677	15.9	57,980	19.4	208,297	22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682	13.0	36,284	16.5	66,165	20.0	374,934	23.5
14,090	13.1	36,759	16.6	67,760	20.1	432,616	23.6
14,524	13.2	37,246	16.7	69,433	20.2	500,000	23.6
14,985	13.3	37,745	16.8	71,190	20.3	Over	
15,476	13.4	38,259	16.9	73,039	20.4	500,000	

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 *If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$500,000 and 24.2% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Applicable premium discount percentage based on total estimated advance standard premium:% Total

Premium \$ LIBERTY MUTUAL INSURANCE COMPANY
 Effective Date _____ *Frank L. Sawell*
 Expiration Date _____ PRESIDENT
 Audit Basis _____
 For attachment _____
 to Policy No. LGL-121-010461-181R
 Issued to _____ *Bruce E. Boorman*
 SECRETARY

Countersigned by _____ Authorized Representative

Form L-G 5002 (Texas) (7/1/66)
 LC LG LM LO
 Page 2
 Endorsement No. 14

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LGL-121-010461-181R

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Doonan *Frank L. Sawell*
Secretary President

Issued to

Countersigned by *CW Spear*
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Endorsement No. 13

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Doonan Secretary *Frank L. Sawell* President

For attachment
to Policy No. LG1-121-010461-181R
Issued to

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10-1-66

Countersigned by

C W Spear
Authorized Representative

Endorsement No. 12

PRINTED
IN
U.S.A.

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

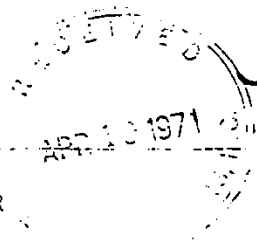
Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 5
Deductible Property Damage Liability	102	No. 7

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LG1-121-010461-181R

Issued to



Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by *Pamela J. Claus*
AUTHORIZED REPRESENTATIVE

652
Louisiana
PRINTED
IN
U.S.A.

Issued

Sales Office and No.

End. Serial No. 11

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 5
Deductible Property Damage Liability	102	No. 7

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT


Bruce E. Doorman
SECRETARY

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LG1-121-010461-181R

Issued to

Countersigned by *C W Spearhead*
AUTHORIZED REPRESENTATIVE

652
Louisiana


Issued

Sales Office and No.

End. Serial No. 11

**PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

Limits of Liability	Schedule	
	\$ 100,000	each person aggregate
	\$ 300,000	general aggregate

Insured's Participation 0 per cent
Flat Charge \$22.

Code 9840 The provision of this endorsement apply only with respect to:
██████████ Protective Company

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Declaration

Effective Date- _____
 Expiration Date _____
 Audit Basis _____
 For attachment _____
 to Policy No. LG1-121-010461-181R

Frank L. Sawell

 PRESIDENT

Bruce E. Boorman

 SECRETARY

Issued to

Countersigned by *CW Speacht, Jr.*


 Authorized Representative

L-G2004 (10/1/66)
 LC LG LM LO
 Printed
 in
 USA

Endorsement No. 10

WATERCRAFT EXCLUSION

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

Flat Charge 

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
Secretary President

Bruce E. Boorman *Frank L. Sawell*
Secretary President

Countersigned by *C. W. Speacht, Jr.*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____
Audit Basis _____

Premium \$ Included on Declaration
For attachment to Policy or Bond No. LG1-121-010461-181R
Issued to _____

Endorsement Serial No. 9

Work Units 1 - Issued Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code
3759

Rates
State of Hire

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Frank L. Farwell

Effective Date

PRESIDENT

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-181R

Bruce E. Doorman

SECRETARY

Issued to

CW Speacht Jr

Countersigned by

Authorized Representative

L-G2001 (10/1/66)
LC LG LM LO

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IN
U.S.A.

Endorsement No. 8

DEDUCTIBLE PROPERTY DAMAGE LIABILITY
 (LIMITED FORM)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

- To Property Damage to
- (1) Property owned or occupied by or rented to the insured or
 - (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

<u>Code</u>	<u>Remuneration</u>	<u>P.D. Rate Per \$100 Remuneration</u>	<u>Minimum Premium</u>
776	If Any	██████████	██████████

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *CW Speacht*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Declaration _____

For attachment to Policy or Bond No. LG1-121-010461-181R

Issued to _____

Endorsement Serial No. 7

Work Units 1 --

Issued

Sales Office & No.

EXCLUSION
(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to **bodily injury, personal injury or property damage** arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED] Mass.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Effective Date
Expiration Date

For attachment
to Policy No. LG1-121-010461-181R
Issued to

Bruce E. Boorman

SECRETARY

Countersigned by

C.W. Speacht, Jr.

Authorized Representative

G301 (10/1/66)
LC LG LM

PRINTED
IN
U.S.A.

Endorsement No. 6

INTERPRETATION OF NOTICE OF ACCIDENT CONDITION

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
President Secretary
CW Spear
AUTHORIZED REPRESENTATIVE

Bruce E. Boorman *Frank L. Sawell*
Secretary President
AUTHORIZED REPRESENTATIVE

Countersigned by _____
Effective Date _____ Expiration Date _____
Audit Basis _____
Premium \$ _____

Countersigned by _____
AUTHORIZED REPRESENTATIVE

For attachment to Policy or Bond No. LG1-121-010461-181R
Issued to _____

Endorsement Serial No. 5

Work Units | - Issued Sales Office & No.

**PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 100,000	each person aggregate
	\$ 300,000	general aggregate
Insured's Participation		0 per cent
Code 9840	22½ of Operations B.I. Premium - Annual Deposit	

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Declaration

Frank L. Sawell
PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-181R

Bruce E. Doorman
SECRETARY

Issued to

Countersigned by

CW Speacht
Authorized Representative

L-G2004 (10/1/66)

LC LG LM LO

Printed
in
U.S.A.

Endorsement No. 4

MALPRACTICE ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate-10% of Contractual B.I. Premium

Annual Deposit [Redacted]

Minimum Premium [Redacted]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPAN

Bruce E. Doorman SECRETARY *Frank L. Sawell* TREASURER

Bruce E. Doorman SECRETARY *Frank L. Sawell* TREASURER

Countersigned by *C. W. [Signature]*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Declaration

For attachment to Policy or Bond No. LG1-121-010461-181R

Issued to _____

Endorsement Serial No. 3

Work Units 1 -

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

**CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT**

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any **bodily injury** or **property damage** which does not arise out of (a) operations performed or services furnished by the **named insured** or (b) operations performed for or property furnished to the **named insured** or (c) the maintenance or use of real or personal property owned by or rented to the **named insured** or of easements or other property rights or privileges granted to the **named insured** or (d) the handling or use of or the existence of any condition in the **named insured's products**;
- (2) if the **indemnitee** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of any professional services performed by or for the **indemnitee**, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an **insured contract**, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;
- (3) to any agreement (a) to pay for **property damage** to property owned by, rented to or used by the **indemnitee** arising out of operations performed for the **named insured** by the **indemnitee** or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of **bodily injury** or **property damage** in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the **indemnitee** is an employee of the **named insured**, to pay any amounts or benefits on account of his **bodily injury** in excess of those for which the **named insured** or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the **indemnitee** is an employee of the **named insured**, to pay on behalf of or to indemnify the **indemnitee** with respect to **bodily injury** sustained by a fellow employee arising out of and in the course of his employment by the **named insured**.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**indemnitee**" means the person or organization claiming indemnification from the **named insured**.

"**insured contract**" means any written contract made prior to the occurrence giving rise to the **bodily injury** or **property damage** with respect to which indemnification is claimed, but **insured contract** does not include (1) an **incidental contract**, (2) a warranty of fitness or quality of the **named insured's products** or (3) a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an **insured contract** with respect to **bodily injury** or **property damage**.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured**.

L-G2006b (2/1/68)
LC LG LM LO
Page 1 of 2

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases Key (a) Per \$100 of Cost (b) - Basis	Rates		Advance Premiums	
			Coverage A	Coverage B	Coverage A	Coverage B
			(a) Per \$100 of Cost (b)	(a) Per \$100 of Cost (b)	316	
See Schedule						
Total Advance Premium						

Premium \$ Included on Schedule

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LGL-121-010461-181R

Issued to

Work Units

1-

L-G2006b (2/1/68)

LC LG LM LO

Page 2 of 2

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

CW Speacht

Countersigned by

Authorized Representative

Endorsement No. 2

Printed in U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include [REDACTED] but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMP:

Oliver E. Boorman *Frank L. Sawell*
CW Spear

Oliver E. Boorman *Frank L. Sawell*

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-181R

Issued to _____

Endorsement Serial No. 1

Work Units 1 -

Issued

Sales Office & No.

CC COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LGL-121-010461-182R

Name of Policyholder:

Address:

Countersigned by Michelle H. Seay
(Resident Agent of Liberty Mutual Insurance Company)

Sales Office _____

1710

Printed in U.S.A.

Virginia

(State)

Sales Office _____

1710

Printed in U.S.A.

Pennsylvania

(State)

Sales Office _____

1710

Printed in U.S.A.

Maine

(State)

Sales Office _____

1710

Printed in U.S.A.

Sales Office _____

1710

Printed in U.S.A.

Georgia

(State)

Sales Office _____

1710

Printed in U.S.A.

(State)

Sales Office _____

1710

Printed in U.S.A.

Alabama

(State)

COMPREHENSIVE GENERAL LIABILITY POLICY

LB-1-121-01044-181R

LIBERTY
MUTUAL
INSURANCE COMPANY
Home Office: Boston



H.B. 1/1/72
TILL 1/1/72
NIXON/HARRIS
2/17/71

THIS POLICY CLASSIFIED IN DIVIDEND CLASS 1 GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

FOR PROMPT INSURANCE SERVICE—CALL YOUR SERVICE OFFICE

71-72

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobiles or aircraft owned or operated by or rented or loaned to the named insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
 - (1) in violation of any statute, ordinance or regulation,
 - (2) to a minor,
 - (3) to a person under the influence of alcohol, or
 - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

or out of materials, parts or equipment furnished in connection therewith;

- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

II PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-

transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

VII
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made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount

of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassignable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties** of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties** of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means source material, special nuclear material or byproduct material;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"**waste**" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"**nuclear facility**" means

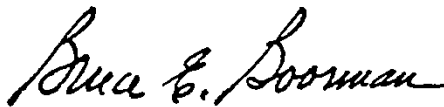
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY



SECRETARY



PRESIDENT

A0009
G320
10/1/66

SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

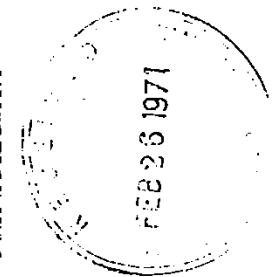
If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL INSURANCE COMPANY
 Home Office, Boston



THIS POLICY IS NONASSESSABLE.



**OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA**

ST. PIERRE (HBI) -480

CIVIL DISTRICT COURT
FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

ORIGINAL

NO. 2021-06076 DIVISION "D" SECTION: 12

FRANK P. RAGUSA, JR.

VERSUS

LOUISIANA INSURANCE GUARANTY ASSOCIATION, ET AL

* * *

(VOLUME I)

Videotaped Deposition of FRANK P.

RAGUSA, JR., given at Roussel and Clement, 1550
West Causeway Approach, Mandeville, Louisiana
70471, on September 28th, 2021.

VIDEOGRAPHER:

TODD MEAUX (DEPOVUE, INC.)

REPORTED BY:

JOSEPH A. FAIRBANKS, JR., CCR, RPR

CERTIFIED COURT REPORTER #75005

JOHNS, PENDLETON, FAIRBANKS & FREESE

CERTIFIED COURT REPORTERS
315 METAIRIE ROAD, SUITE 101
METAIRIE, LA 70005
PHONE (504) 219-1993

EXHIBIT

4

FRANK RAGUSA, JR.

September 28, 2021

19

1 70072, a witness named in the above
2 stipulation, having been first duly sworn, was
3 examined and testified on his oath as follows:

4 THE REPORTER:

5 The usual stipulation okay?

6 MS. ROUSSEL:

7 No. This is a perpetuation
8 deposition. So if anyone has an
9 objection they do need to make their
10 objection. An objection by one
11 defendant, however, is good as to all
12 unless you opt out. I am agreeable to
13 doing that; however, if multiple
14 people make their objections, then I'm
15 going to withdraw the agreement that
16 one objection is good as to all.

17 And now we're ready to start the
18 deposition.

19 EXAMINATION BY MS. ROUSSEL:

20 Q. State your name, sir.

21 A. Frank Paul Ragusa Jr.

22 Q. And your date of birth?

23 A. [REDACTED] 1953.

24 Q. Are you married, Mr. Ragusa?

25 A. Yes, I am.

FRANK RAGUSA, JR.

September 28, 2021

30

1 Avondale Shipyards in 1972, where were you
2 actually working?

3 A. I was at the Westwego yard.

4 Q. And were you working on land?

5 A. Yes.

6 Q. Now, you said at Avondale Shipyards,
7 um, you also worked on Zapata rigs.

8 A. Yes.

9 Q. Was this, um, in 1975?

10 DEFENSE COUNSEL:

11 Objection. Leading.

12 EXAMINATION BY MS. ROUSSEL:

13 Q. Since there was an objection let me
14 ask you, when you worked on the Zapata rigs at
15 Avondale Shipyards -- let me ask you this: How
16 were you exposed to asbestos?

17 A. Yeah. I was on the deck --

18 DEFENSE COUNSEL:

19 Objection. Lack of foundation.

20 A. -- landing material. And Hopeman
21 Brothers was up there, and they were putting in
22 the, uh, walls for the quarters for the Zapata
23 rigs, and they were using -- they were cutting
24 it with a Skilsaw.

25

FRANK RAGUSA, JR.

September 28, 2021

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1 EXAMINATION BY MS. ROUSSEL:

2 Q. And who was putting this wallboard in?

3 A. Hopeman Brothers.

4 Q. And how would Hopeman Brothers handle
5 that board?

6 A. They were cutting it with a Skilsaw.

7 Q. What did it look like when they cut it
8 with a Skilsaw?

9 A. Well --

10 DEFENSE COUNSEL:

11 Object to form.

12 A. -- the fibers were just flying
13 everywhere, 'cause they didn't have any kind of
14 protection or anything, uh, for the Skilsaws or
15 anything. So dust just went flying.

16 DEFENSE COUNSEL:

17 I object to the nonresponsive
18 portion.

19 EXAMINATION BY MS. ROUSSEL:

20 Q. And you actually saw them cutting this
21 with a Skilsaw?

22 A. Yes.

23 Q. You said there were no precautions.
24 Were there any kind of vacuums on the Skilsaw?

25 A. No.

FRANK RAGUSA, JR.

September 28, 2021

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1 A. Yeah. No.

2 Q. Is there anything about that
3 employment from February 5, 1975, to March 20,
4 1975, that you think exposed you to asbestos?

5 A. I don't think so.

6 Q. Okay. It looks like you came back to
7 Avondale later in 1975 and worked from
8 September 12, 1975, until March 29, 1979. Is
9 that right?

10 A. That's correct.

11 Q. All right. And so that third
12 employment from September 12, 1975, till
13 March 29, 1975, were you working in Westwego?

14 A. No. Main yard.

15 Q. You were at the main yard?

16 A. That's correct.

17 Q. Were you at the main yard the entire
18 time?

19 A. No.

20 Q. Where else did you work at that time?

21 A. About the last three months of 1979, I
22 went to the Westwego yard.

23 Q. Is that the only time during that
24 period that you worked anywhere other than at
25 the main yard?

FRANK RAGUSA, JR.

September 28, 2021

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1 A. That's correct.

2 Q. Okay. We'll come back to that in a
3 bit. Let me ask you this, about that
4 employment: During that period of
5 September 12, 1975, to March 29 of 1979, were
6 you working as a crane operator?

7 A. I was working as a crane operator, and
8 sometimes a hooker.

9 Q. Okay. We'll come back to that. Looks
10 like you were laid off on March 29th of 1979,
11 and then you came back to Avondale and worked
12 from June 20, 1980, to December 4, 1981. Is
13 that right?

14 A. That's correct.

15 Q. And when you came back in 1980 for
16 that period of June 20, 1980, to September 4,
17 1981, did you work as a crane operator?

18 A. That's correct.

19 Q. Were you working exclusively as a
20 crane operator?

21 A. At that point, yes.

22 Q. All right. And were you working
23 exclusively at the main yard?

24 A. Yes.

25 Q. All right. It looks like you were

FRANK RAGUSA, JR.

September 28, 2021

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1 EXAMINATION BY MR. POWELL:

2 Q. When you first worked as a crane
3 operator, Mr. Ragusa, at Avondale, from
4 September 12, 1975, to March 29, 1979, did you
5 have any occasion that you believe that --
6 anything that exposed you to asbestos during
7 that employment?

8 A. Yes.

9 Q. And can you tell me what it was that
10 exposed you to asbestos during that employment
11 of September 12, 1975, to March 29, 1979?

12 A. When the Zapata rigs were there. And
13 I think there was just one.

14 MR. GRACE:

15 I'm sorry, sir. Can you -- the
16 end of that answer, you said there was
17 just --

18 MS. ROUSSEL:

19 Object to the form of the
20 question and the responsiveness of the
21 answer. I asked him -- I couldn't
22 understand his answer. I just asked
23 him to repeat his answer so I could
24 write it down.

25 MR. GRACE:

FRANK RAGUSA, JR.

September 28, 2021

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1 What was the end of your answer?

2 Can the court reporter read it

3 back?

4 THE REPORTER:

5 His answer was, when the Zapata

6 rigs were there. There was just one.

7 EXAMINATION BY MR. POWELL:

8 Q. Would that Zapata rig that you were
9 involved with, was that at the beginning of
10 that employment? When was that?

11 A. I think it was toward the end of '75
12 into '76.

13 Q. Okay. And what job did you have in
14 connection with the Zapata rig?

15 A. Well, I was still operating, but I was
16 also hooking at the same time because I was the
17 relief operator.

18 Q. Just explain to us, if you will, what
19 it means to -- what a hooker is -- what a crane
20 hooker is.

21 A. Well, that's what they called them at
22 Avondale. They were basically riggers that
23 sent material up on the ships or whatever they
24 were building, or take material off the ships
25 and the Zapata rigs.

FRANK RAGUSA, JR.

September 28, 2021

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1 Q. Can you tell us, how much time did you
2 spend working on jobs involving the Zapata rig?

3 A. Quite a bit, while it was there.

4 Q. And was all of your work in connection
5 with the Zapata rig doing hooking?

6 A. Not all of it. About 50 percent of
7 it, probably.

8 Q. And what was the other 50 percent?

9 A. Running the crane.

10 Q. When you were doing the hooking, did
11 that require you to get on the rig?

12 A. Yes.

13 Q. And what areas of the rig would you
14 have to get on when you were doing hooking?

15 A. On the deck where the, uh, living
16 quarters were.

17 Q. All right. And you mentioned when you
18 were answering questions from Ms. Roussel that
19 you recalled Hopeman Brothers working on that
20 rig? Is that right?

21 A. That's correct.

22 Q. Where were you -- when did you see
23 Hopeman Brothers working on the Zapata rig?

24 A. They were putting, uh -- they were
25 putting the walls in the, uh -- in the living

FRANK RAGUSA, JR.

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1 quarters.

2 Q. And you mentioned that you saw them
3 cutting the walls with, uh -- with Skilsaws.
4 Is that correct?

5 A. That's correct.

6 Q. Where were they cutting the walls with
7 the Skilsaws?

8 A. They were on the deck also.

9 Q. Was that outside or inside?

10 A. Outside.

11 Q. Do you remember how often you saw
12 Hopeman Brothers cutting walls on the Zapata
13 rig?

14 A. Quite a bit in the beginning.

15 Q. And how often were you around that
16 work?

17 A. Pretty regularly.

18 Q. Can you give me a number, some sort of
19 estimate of, uh, how many days?

20 MS. ROUSSEL:

21 How many days a week?

22 MR. POWELL:

23 Yeah.

24 EXAMINATION BY MR. POWELL:

25 Q. How many days a week would you see

FRANK RAGUSA, JR.

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1 that kind of work going on with Hopeman

2 Brothers cutting wallboards?

3 A. Five days a week.

4 Q. And how many weeks do you think that
5 went on for?

6 A. Oh, I don't know.

7 Q. Was there anything else that you saw
8 in connection with the Zapata rig that leads
9 you to believe that you may have been exposed
10 to asbestos from anything other than the
11 wallboards?

12 A. No.

13 Q. Okay. Is there anything else about
14 your employment from September 12, 1979, to
15 March 29, 19 -- I'm sorry -- from September 12,
16 1975, to March 29, 1979, that you believe
17 exposed you to asbestos other than this work on
18 the Zapata rig?

19 A. Not that I'm aware of.

20 Q. All right. Okay. Let's move on to
21 the period of June 20, 1980, to December 4,
22 1981, when you're working as a crane operator.
23 Do you believe that there was anything that
24 happened in your employment at Avondale from
25 June 20, 1980, to December 4, 1981, that

FRANK RAGUSA, JR.

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1 Q. All right. Anybody else?

2 A. Uh, Mr. Barnes? Did I say him?

3 Q. Yes, sir.

4 A. Um, one of the guys -- one of the
5 hookers' names was Whitey. And, um -- Freddie;
6 he was another operator. I can't think of his
7 last name.

8 Q. What was the name?

9 A. Freddie. Yeah, I can't think of his
10 last name.

11 Q. All right. Have you stayed in touch
12 with any of the people you worked with at
13 Avondale?

14 A. No.

15 Q. All right. Um, when you were working
16 on the Zapata rig and the Hopeman Brothers
17 employees were cutting wallboards, how far away
18 were you from that work?

19 A. Probably within five to ten feet at
20 some times.

21 Q. How long would you be object on the
22 rig, um, doing the hooking work? Would you
23 just go on when they needed to hook something
24 up, or were you there stationed throughout the
25 day?

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REPORTER'S CERTIFICATE

NOTE: This transcript certification is valid only when accompanied by my original signature over my state seal.

I, JOSEPH A. FAIRBANKS, JR., CCR, RPR, Certified Court Reporter in and for the State of Louisiana, as the officer before whom the foregoing was taken, do hereby certify:

That the witness was sworn by me upon authority of R.S. 37:2554 and did testify as set forth in the foregoing pages;

That said proceeding and testimony was reported by me in the stenotype reporting method, was thereafter transcribed and prepared by me or under my personal direction and supervision, and is a true and correct transcription to the best of my ability and understanding;

That this transcript was prepared in compliance with transcript format guidelines established by statute or by rules of the Board;

That I am knowledgeable of the arrangements, financial and otherwise, with the person on entity arranging for reporting services, and that I have acted in compliance with the prohibition on contractual relationships as defined by the Louisiana Code of Civil Procedure Article 1434 and in rules and advisory opinions of the Board;

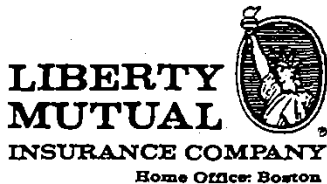
That I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

JOSEPH A. FAIRBANKS, JR., CCR, RPR
CERTIFIED COURT REPORTER #75005

JOHNS, PENDLETON, FAIRBANKS & FREESE

CERTIFIED COURT REPORTERS
315 METAIRIE ROAD, SUITE 101
METAIRIE, LA 70005
PHONE (504) 219-1993

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No. LG1-121-010461-182R	TD Code 23	Sales Office N.Y.	Code 202	Salesman Martella	Code 7675	N/R 2	1st Year 37
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Item 1. Named Insured Hoperan Brothers Inc., [REDACTED]
 Address 156 E. 46th St., New York, N.Y. 10017
 The named insured is: Individual , Partnership , Corporation , Other
 Business of named insured is: Contracting

Item 2. Policy Period: From Mo. 1 Day 12:01 A.M. Year 72 to Mo. 1 Day 1 Year 73
 12:01 A.M., standard time at the address of the named insured as stated herein.
 Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	\$ 250,000 each person	\$ [REDACTED]
	\$ 500,000 each occurrence	
	\$ 500,000 aggregate	
B — PROPERTY DAMAGE LIABILITY	\$ 250,000 each occurrence	\$ [REDACTED]
	\$ 250,000 aggregate	
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) 3,6,8 & 9	\$ [REDACTED]



Deposit
 TOTAL ADVANCE/PREMIUM \$ [REDACTED]

The premium for this policy is payable \$ [REDACTED] in advance, \$ [REDACTED] on first anniversary and \$ [REDACTED] on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards"

The policy, including all endorsements issued therewith, is hereby countersigned by R. D. Harmon
 Authorized Representative

Work Units 1, 172 1c	Typed 2-15-72	Periodic Payment	Rating Basis R <input checked="" type="checkbox"/> NR <input type="checkbox"/>	Audit Basis 3	Home State Md.	Pol. H.G. s. <input type="checkbox"/>	Renewal of LG1-121-010461-181R	Accounting Entry Dividend for Exp. Period
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Item 4 and/or 5. *Declarations — Schedule — Description of Classifications*

HAZARDS	RATING CLASSIFICATIONS	CODE
<u>Premises</u>	Buildings or Premises	C125
	Buildings or Premises	C125
<u>Operations</u>	Boat or Ship Building	2461
	Sash, Door or Assembled Millwork Mfg.	2461
	Fireproof Equipment Mfg.	2457
	Ship Repair or Conversion	2481
	Draughtsmen	3483
	Contractors	3757
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5144
	Carpentry	5437
<u>Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - Broad Form Contracts	0559

Policy No. LGL-121-010461-152R

Page No. 1

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		NO CO OL & T	
N.Y. 152 E. 46th St. New York, N.Y.	01 0129A	b	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Water Damage Liability	0129A					
Va. [REDACTED]	04 0122		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			Total Premises Premium		[REDACTED]	[REDACTED]
Operations 154-156 E. 46th St. New York, N.Y.	01	Greater New York				
	2457	a	If Any	[REDACTED]	[REDACTED]	
	2464		If Any	[REDACTED]	[REDACTED]	
	2464B		If Any	[REDACTED]	[REDACTED]	
	3457		If Any	[REDACTED]	[REDACTED]	
	3759		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5146		If Any	[REDACTED]	[REDACTED]	
	5437		If Any	[REDACTED]	[REDACTED]	
	3485		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	02	N.Y. State Remainder				
	2457		If Any	[REDACTED]	[REDACTED]	
	2464A		If Any	[REDACTED]	[REDACTED]	
	2462B		If Any	[REDACTED]	[REDACTED]	
	3457		If Any	[REDACTED]	[REDACTED]	
	3759		If Any	[REDACTED]	[REDACTED]	
	5146		If Any	[REDACTED]	[REDACTED]	
	5437		If Any	[REDACTED]	[REDACTED]	

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-182R

Page No. 2

GPO 2745 R1

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RAT'S		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 11X CO 112 CL & T 112	
		Basis				
		State of Ala.				
	3457	a If Any	██████	██████		
	3759	If Any	██████	██████		
	5437	██████	██████	██████	██████	██████
		State of Calif.				
	12					
	2457	If Any	██████	██████		
	2464A	If Any	██████	██████		
	2464B	If Any	██████	██████		
	2489	██████	██████	██████	██████	██████
	3457	If Any	██████	██████		
	3759	If Any	██████	██████		
	5146	If Any	██████	██████		
	5437	If Any	██████	██████		
		State of Ga.				
	2457	If Any	██████	██████		
	5437	If Any	██████	██████		

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-182R

GPO 2745 R1

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Page No. 3

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT	(a) PER \$100 REMUNERATION (b) PER \$100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT		MO CO OL & T	11K 112
		<u>State of La.</u>				
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		<u>State of Maine</u>				
	3759	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		
		<u>State of Md.</u>				
	2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		<u>State of Mass.</u>				
	3759	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-162R

GPO 2745 R1

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Page No. 4

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(1) REMUNERATION (2) SQ. FT. AREA (3) LINEAR FT. OF FRONTAGE (4) UNIT	(1) PER \$100 REMUNERATION (2) PER \$100 SQ. FT. AREA (3) PER LINEAR FT. OF FRONTAGE (4) PER UNIT		NO. OF POLS. CO. OF POLS. OL & T. POLS.	X
		<u>State of N.J.</u>				
	2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		
		<u>State of Pa.</u>				
	01 2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-182R

Page No. 5

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE NO.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) LIMIT (e) Nurse	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER LIMIT (e) Per Nurse		MO 111X CO 112 OL & T 117	
		<u>Basis</u>				
		State of Tex.				
	2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		
		State of Va.				
	2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Total Estimated Operations Premium Deposit			[REDACTED]	[REDACTED]
		Total Premises-Operations Premium Total Deposit			[REDACTED]	[REDACTED]
<u>Incidental Malpractice</u>						
Clinics, Dispensaries or Infirmaries	5169	1	[REDACTED]	[REDACTED]		

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-182R

Page No. 6

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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS PRODUCTS COMPLETED OPERATIONS	CODE No.	PREMIUM BASIS (a) SALES (b) RECEIPTS (c)	RATES		ADVANCE PREMIUMS	
			COVERAGE A (a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)	COVERAGE B	COVERAGE A 310	COVERAGE
Ala.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Calif.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
La.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Md.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
N.J.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
N.Y.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pa.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Tex.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Va.	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
				Annual Deposit	[REDACTED]	[REDACTED]
Contractual		Cost	Per \$100	Cost	316	
	0559	[REDACTED]	[REDACTED]	Deposit	[REDACTED]	[REDACTED]
Miscellaneous						
Increased Limits Basic Charge	0890				[REDACTED] Cov. P	[REDACTED]
Personal Injury Endorsement No. 3 22 2/3% of M & C B.I. Premium	0840			Annual Deposit	[REDACTED]	[REDACTED]
Personal Injury Endorsement No. 9	0840				[REDACTED]	[REDACTED]

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-132R

Page No. 7

GPO 2749
 LC-LG

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Location: _____

Change C — Hazard(s) _____ Coverage Code: B. I. 311, 310, 316

Revise Audit Basis to Quarterly (4) in lieu of Monthly (8)	Terr. Code No.	Premium Bases	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
<u>Operations</u>			Revised Deposit		████████	████████		
			Previously Charged		████████	████████		
			Additional		████████	████████		
<u>Products - Completed Operations</u>			Revised Deposit		████████	████████		
			Previously Charged		████████	████████		
			Additional		████████	████████		
<u>Contractual</u>			Revised Deposit		████████	████████		
			Previously Charged		████████	████████		
			Additional		████████	████████		
<u>Personal Injury</u>			Revised Deposit		████████	████████		
			Previously Charged		████████	████████		
			Additional		████████	████████		
M = Minimum Premium			Total Additional		████████	████████		

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____

2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Premium \$ ██████████ Add'l.

Periodic Payment \$ _____

Effective Date 1-1-72

Expiration Date 1-1-73

Audit Basis 4 (formerly 8)

For attachment

to Policy No. LG1-121-010461-152R TD 23

Issued to Hopeman Brothers Inc.

LIBERTY MUTUAL INSURANCE COMP

Blair E. Boorman *Frank L. Law*
Secretary President

Work Units

1 — 7

Countersigned by.....

AUTHORIZED REPRESENTATIVE

L-G 6006
 (2/69)

Printed in U.S.A.

Issued bc 5-31-72

Sales Office and No. 202

End. Serial No. 19

DUPLICATE

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Location: Add: Ingalls Iron Works
 P.O. Box 2527
 Birmingham, Alabama 35202

Change C — Hazard(s) _____ Coverage Code: B. I.

	Terr. Code No.	Premium Bases	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
	5437	If Any						

M — Minimum Premium

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Premium \$ On Audit _____

Periodic Payment \$ _____

Effective Date 1-1-72
 Expiration Date 1-1-73
 Audit Basis 8
 For attachment
 to Policy No. LG1-121-010461-182R TD23
 Issued to Hopeman Brothers, Inc., Etal

LIBERTY MUTUAL INSURANCE COM

Bruce G. Boorman *Frank L. Lee*

Work Units

1 —

Countersigned by.....

AUTHORIZED REPRESENTATIVE

L-G 6006
 (2/69)

Printed in U.S.A.

Issued on 3-15-72

Sales Office and No. 202

End. Serial No. 18

AMENDATORY ENDORSEMENT

It is agreed that Item 3 on Declaration is amended
to read:

Bodily Injury - \$100,000. each Person
 \$300,000. each occurrence
 \$300,000. aggregate
for the State of Louisiana

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMP

Bruce E. Boorman - *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman - *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date 1-1-72

Expiration Date 1-1-73

Audit Basis 3

Premium 3

For attachment to Policy or Bond No. LG1-121-010461-182R TD23

Issued to Hopeman Brothers, Inc., Etal



Endorsement Serial No. 17

Issued 3-15-72 Sales Office No. 202

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the state of Louisiana;
 - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
5. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LG1-121-010461-202R	(Wayne Manufacturing Corporation)
AE1-121-010461-162	(Hopeman Brothers Inc.)
Canada LG1-121-010461-152	(Hopeman Bros. Inc., Etal)
LG1-121-010461-232R	()
LG1-121-022355-022R	()

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-182R
Audit Basis _____
Issued to _____
 LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY
Oliver E. Boorman *Frank L. Sawell*
Secretary President

Work Units 1 --

Countersigned by.....
Authorized Representative

2271

Printed
in
U.S.A.

Issued

Sales Office and No.

End. Serial No. 16

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (D)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan D forming a part of policy WCL-121-010461-172

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date _____
Expiration Date _____
Audit Basis _____
For attachment
to Policy No. LGL-121-010461-182R

Frank L. Farwell

PRESIDENT

Bruce E. Boorman

SECRETARY

Issued to

Countersigned by.....
AUTHORIZED REPRESENTATIVE

2212
(12-1-56)
PRINTED
IN
U.S.A.

Issued

Sales Office and No.

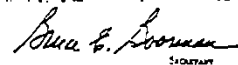
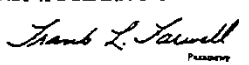
End. Serial No. 15

**TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S
 PLAN OF OPERATION
 (General Liability Insurance)**

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

TABLE OF ADJUSTMENT FACTORS			
The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.			
The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.			
Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 — \$ 1,999	1.008	\$ 25,000 — \$ 29,999	1.056
2,000 — 2,999	1.016	30,000 — 34,999	1.058
3,000 — 3,999	1.019	35,000 — 39,999	1.063
4,000 — 4,999	1.020	40,000 — 44,999	1.066
5,000 — 5,999	1.025	45,000 — 49,999	1.068
6,000 — 6,999	1.030	50,000 — 74,999	1.075
7,000 — 7,999	1.034	75,000 — 99,999	1.079
8,000 — 8,999	1.038	100,000 — 149,999	1.073
9,000 — 9,999	1.041	150,000 — 199,999	1.064
10,000 — 12,499	1.044	200,000 — 249,999	1.059
12,500 — 14,999	1.048	250,000 — 499,999	1.052
15,000 — 19,999	1.050	500,000 & over	1.048
20,000 — 24,999	1.053		

Premium \$
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LCI-121-010461-182R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 
Secretary President

Work Units 1 —

Countersigned by _____
Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 14

L-G 5025
 Printed in USA

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	2,308	4.3	5,439	6.8	7,686	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,706	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

Form L-G-5023 (Texas) (10/1/69)

LC LG LM LO

Page 1

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in
U.S.A.

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881	12.0	36,667	15.5	67,591	19.0	431,535	22.5
14,308	12.1	37,153	15.6	69,260	19.1	500,000	22.5
14,762	12.2	37,652	15.7	71,013	19.2	Over	
15,246	12.3	38,164	15.8	72,858	19.3	500,000	*
15,763	12.4	38,690	15.9	74,800	19.4		
16,316	12.5	39,231	16.0	76,850	19.5		
16,910	12.6	39,788	16.1	79,015	19.6		
17,548	12.7	40,360	16.2	81,305	19.7		
18,236	12.8	40,949	16.3	83,732	19.8		
18,980	12.9	41,556	16.4	86,308	19.9		
19,788	13.0	42,181	16.5	89,048	20.0		
20,667	13.1	42,825	16.6	91,968	20.1		
21,628	13.2	43,489	16.7	95,085	20.2		
22,683	13.3	44,174	16.8	98,422	20.3		
23,847	13.4	44,880	16.9	102,000	20.4		

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 * If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Premium \$
 Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY
 For attachment to Policy or Bond No. LG1-121-010461-182R
 Audit Basis
 Issued to _____ *Bruce E. Rosman* *Frank L. Sawell*
Secretary Treasurer

Work Units 1 —
 Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 13

Form L-G-5023 (Texas) (10/1/69)
 LC LG LM LO
 Page 2
 Printed in U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
 (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium S
 Effective Date
 Expiration Date
 Audit Basis
 For attachment
 to Policy No. LG1-121-010461-182R
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Donovan *Frank L. Farrell*
Secretary President

Countersigned by..... Authorized Representative

G513
 LF LG LO LM LX
 (10/1/66)

Issued

Endorsement No. 12

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 48 of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Boorman *Frank L. Farrell*
SECRETARY TREASURER

For attachment
to Policy No. LG1-121-010461-182R
Issued to

Countersigned by
Authorized Representative

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10-1-66

Endorsement No. 11

PRINTED
IN
U.S.A.

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 4
Deductible Care, Custody and Control Coverage	102	No. 6
Exclusion (Contamination or Pollution)		G335

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LG1-121-010461-182R

Issued to

Countersigned by.....
AUTHORIZED REPRESENTATIVE

652
Louisiana
PRINTED
IN U.S.A.

Issued

Sales Office and No.

End. Serial No. 10

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 4
Deductible Care, Custody and Control Coverage	102	No. 6
Exclusion (Contamination or Pollution)		G335

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LG1-121-010461-182R

Issued to

Bruce E. Boorman
SECRETARY

Countersigned by *Barbara J. Clark*
AUTHORIZED REPRESENTATIVE

652
Louisiana

Issued

Sales Office and No.

End. Serial No.

10

**PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$	250,000
		each person aggregate
	\$	500,000
		general aggregate
Insured's Participation		0 per cent
Flat Charge \$10.		

Code 9840 The provision of this endorsement apply only with respect to:
[Redacted] Protective Company

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Declaration

Frank L. Sawell

PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-182R

Bruce E. Doorman

SECRETARY

Issued to

Countersigned by
Authorized Representative


L-G2004 (10/1/66)
LC LG LM LO

Endorsement No. 9

Printed
in
U.S.A.

WATERCRAFT EXCLUSION

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

Flat Charge 

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce G. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce G. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Declaration _____

For attachment to Policy or Bond No. LG1-121-010461-182R

Issued to _____

Endorsement Serial No. 8

Work Units 1 -

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an **insured** under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the **named insured**. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the **insured** outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the **insured** under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the **insured** deem expedient. The company shall reimburse the **insured** for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the **insured** has other valid and collectible insurance, whether on a primary, excess or contingent basis.

<u>Code</u>	<u>Rate</u>
3759	State of Hire

Premium \$ _____

Effective Date _____

Expiration Date _____

Audit Basis _____

For attachment to Policy No. L31-121-010461-182R

Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
 PRESIDENT

Bruce E. Boorman
 SECRETARY

Countersigned by _____
 Authorized Representative

L-G2001 (10/1/66)
 LC LG LM LO
PRINTED IN U.S.A.

Endorsement No. 7

DEDUCTIBLE CARE, CUSTODY AND CONTROL COVERAGE

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to

- (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for proper damage liability applies subject to the following provisions:

1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

Code	Remuneration	P.D. Rate Per \$100 Remuneration	Minimum Premium
776	If Any	[REDACTED]	[REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman
SECRETARY

Frank L. Sawell
TREASURER

Bruce E. Doorman
SECRETARY

Frank L. Sawell
TREASURER

Countersigned by _____ AUTHORIZED REPRESENTATIVE

Countersigned by _____ AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Declaration _____

For attachment to Policy or Bond No. LGL-121-010461-182R

Issued to _____

Endorsement Serial No. 6

Work Units 1 -

Issued

Sales Office & No.

EXCLUSION
(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to **bodily injury, personal injury or property damage** arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED]
[REDACTED] Mass.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Effective-Date - _____
Expiration Date

For attachment
to Policy No. LG1-121-010461-182R
Issued to

Bruce E. Boorman
SECRETARY

G301 (10/1/66)
LC LG LM

PRINTED
IN
U.S.A.

Countersigned by _____
Authorized Representative

Endorsement No. 5

INTERPRETATION OF NOTICE OF ACCIDENT CONDITION

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. LG1-121-010461-182R

Issued to

Endorsement Serial No. 4

Work Units 1-

Issued

Sales Office & No.

**PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the **named insured** as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of **personal injury**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to **personal injury** arising out of:

- (a) acts committed by or at the direction of the **insured** for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"**damages**" also includes any damages which are payable because of **personal injury** to which this policy applies;

"**personal injury**" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "**personal injury**" shall not include injury included within the definitions of "**bodily injury**" and "**property damage**."

	Schedule	
Limits of Liability	\$	250,000
		each person aggregate
	\$	500,000
		general aggregate

Insured's Participation 0 per cent
22½ of Operations B.I. Premium

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Declaration

Frank L. Sawell
PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-182R

Bruce E. Boorman
SECRETARY

Issued to

Countersigned by
Authorized Representative

L-G2004 (10/1/66)
LC LG LM LO

Endorsement No. 3

Printed
in
U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any **bodily injury** or **property damage** which does not arise out of (a) operations performed or services furnished by the **named insured** or (b) operations performed for or property furnished to the **named insured** or (c) the maintenance or use of real or personal property owned by or rented to the **named insured** or of easements or other property rights or privileges granted to the **named insured** or (d) the handling or use of or the existence of any condition in the **named insured's products**;
- (2) if the **indemnitee** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of any professional services performed by or for the **indemnitee**, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an **insured contract**, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**.
- (3) to any agreement (a) to pay for **property damage** to property owned by, rented to or used by the **indemnitee** arising out of operations performed for the **named insured** by the **indemnitee** or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of **bodily injury** or **property damage** in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the **indemnitee** is an employee of the **named insured**, to pay any amounts or benefits on account of his **bodily injury** in excess of those for which the **named insured** or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the **indemnitee** is an employee of the **named insured**, to pay on behalf of or to indemnify the **indemnitee** with respect to **bodily injury** sustained by a fellow employee arising out of and in the course of his employment by the **named insured**.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**indemnitee**" means the person or organization claiming indemnification from the **named insured**.

"**insured contract**" means any written contract made prior to the occurrence giving rise to the **bodily injury** or **property damage** with respect to which indemnification is claimed, but **insured contract** does not include (1) an **incidental contract**, (2) a warranty of fitness or quality of the **named insured's products** or (3) a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person"—and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an **insured contract** with respect to **bodily injury** or **property damage**.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured**.

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases Key	Rates		Advance Premiums	
			Coverage A	Coverage B	Coverage A	Coverage B
			(a) Per \$100 of Cost (b)	(a) Per \$100 of Cost (b)	316	
		Basis				
		See Schedule				
Total Advance Premium						

Premium \$ Included on Schedule

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-182R

Issued to

Work Units

1-
 L-G2006b (2/1/68)
 LC LG LM LO
 Page 2 of 2

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Doorman

SECRETARY

Countersigned by
 Authorized Representative

Endorsement No. 2

Printed in U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include [REDACTED] but only with respect to Real Estate Management for Hoepman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. LG1-121-010461-182R

Issued to

Endorsement Serial No. 1

Work Units 1-

Issued

Sales Office & No.

ST. PIERRE (HBI) -530

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- CONTRACTUAL LIABILITY INSURANCE
- MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
- OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
- OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE—
NEW YORK DEPARTMENT OF PUBLIC WORKS
- STOREKEEPER'S INSURANCE

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement does not apply to operations or occurrences in the following states:

- Maryland
- New Hampshire
- North Carolina
- Vermont

Premium \$
 Effective Date
 For attachment to Policy or Bond No.
 Audit Basis
 Issued to

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Doorman *Frank L. Sawell*
Secretary President

Work Units 1 —

Countersigned by
Authorized Representative

G335 Ed 2

Printed
in
USA

Issued

Sales Office and No.

End. Serial No.

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY
MUTUAL
INSURANCE COMPANY



Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

172-73
LA mutual insurance company, herein called the company)

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I
GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;
- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (l) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

or out of materials, parts or equipment furnished in connection therewith;

- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

II PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

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VI

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-

transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

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made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount

of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassignable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Frank L. Sawell
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties** of **nuclear material**, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- (3) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material**, **special nuclear material** or **byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

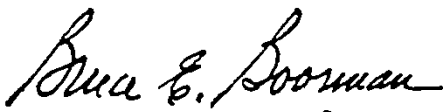
- (a) any **nuclear reactor**,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

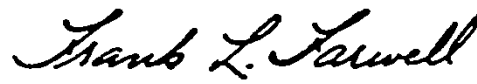
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY


SECRETARY


PRESIDENT

A0009
G320
10/1/66

SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL
 INSURANCE COMPANY
 Home Office: Boston



THIS POLICY IS NONASSESSABLE.

OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No. LG1-121-010461-183R	TD Code 23	Sales Office NY	Code 202	Salesman Martella	Code 7675	N/R 2	1st Year 37
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Item 1. Named Insured Hopeman Brothers Inc., [REDACTED]
 Address 156 E. 46th St., New York, NY 10017
 The named insured is: Individual , Partnership , Corporation , Other
 Business of named insured is: Contracting

Item 2. Policy Period: From [REDACTED] Mo. [REDACTED] Day [REDACTED] Year [REDACTED]
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	\$ 500,000 each occurrence	[REDACTED]
	\$ 500,000 aggregate	[REDACTED]
B — PROPERTY DAMAGE LIABILITY	\$ 250,000 each occurrence	[REDACTED]
	\$ 250,000 aggregate	[REDACTED]
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) 3, 6, 8, 9 & 19 And/or Page No.(s)	[REDACTED]
DEPOSIT TOTAL ADVANCE/PREMIUM		[REDACTED]

The premium for this policy is payable \$ _____ in advance, \$ _____ on first anniversary and \$ _____ on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards"

The policy, including all endorsements issued therewith, is hereby countersigned by R. D. Harmon
 Authorized Representative

Work Units 1,172	Typed lc 2-5-73	Periodic Payment R <input checked="" type="checkbox"/> NR <input type="checkbox"/>	Rating Basis 4	Audit Basis LA	Home State S	Pol. H.G. <input type="checkbox"/>	Renewal of LG1-182R	Accounting Entry Dividend for Exp. Period
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GPO 2842 (1/1/73) Printed in U.S.A.



Item 4 and/or 5. *Declarations — Schedule — Description of Classifications*

HAZARDS	RATING CLASSIFICATIONS	CODE N
<u>Premises</u>	Buildings or Premises	0129A
	Buildings or Premises	0122
<u>Operations</u>	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Ship Repair or Conversion	2489
	Draughtsmen	3485
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>Products</u>	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - Broad Form Contracts	0559

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TYPE	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 X CO 312 OL & T 313 X	
NY 152 E. 46th St. New York, NY	01					
Water Damage Liability	0129A	b	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	0129A					
VA [REDACTED]	04					
	0122		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Premises Premium						
Operations 154-156 E. 46th St. New York, NY	01	Greater NY				
	2457	a	If Any	[REDACTED]	[REDACTED]	
	2464		If Any	[REDACTED]	[REDACTED]	
	2464B		If Any	[REDACTED]	[REDACTED]	
	3457		If Any	[REDACTED]	[REDACTED]	
	3759		If Any	[REDACTED]	[REDACTED]	
	5146		If Any	[REDACTED]	[REDACTED]	
	5437		If Any	[REDACTED]	[REDACTED]	
	3485		If Any	[REDACTED]	[REDACTED]	
	02	NY State Remainder				
	2457		If Any	[REDACTED]	[REDACTED]	
	2464A		If Any	[REDACTED]	[REDACTED]	
	2464B		If Any	[REDACTED]	[REDACTED]	
	3457		If Any	[REDACTED]	[REDACTED]	
	3759		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	5146		If Any	[REDACTED]	[REDACTED]	
	5437		If Any	[REDACTED]	[REDACTED]	

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-183R

Page No. 2

GPO 2745 R1 Printed in U.S.A.

Item 5. *Declarations — Schedule — General Liability Hazards*

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	BASES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REGENERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REGENERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 X CO 312 OL & T 313	
		<u>BASES</u>				
		<u>State of AL</u>				
	3457	a If Any	██████	██████		
	3759	If Any	██████	██████		
	5437	██████	██████	██████	██████	██████
		<u>State of CA</u>				
	12					
	2457	If Any	██████	██████		
	2464A	If Any	██████	██████		
	2464B	If Any	██████	██████		
	2489	If Any	██████	██████		
	3457	If Any	██████	██████		
	3759	If Any	██████	██████		
	5146	If Any	██████	██████		
	5437	If Any	██████	██████		
		<u>State of GA</u>				
	2457	If Any	██████	██████		
	5437	If Any	██████	██████		

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-183R

Page No. 3

GPO 2745 RI Printed in USA

Item 5. Declarations — Schedule — Central Liability Hazards

DESCRIPTION OF HAZARD	TERR.	PREMIUM BASE KEY	NOTES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 X CO 312 OL & T 313	
		State of LA				
	3457	If Any	████	████		
	3759	If Any	████	████		
	5437	████	████	████	████	████
		State of ME				
	3759	If Any	████	████		
	5437	████	████	████	████	████
		State of MD				
	2457	If Any	████	████		
	2464A	If Any	████	████		
	2464B	If Any	████	████		
	3457	If Any	████	████		
	3759	If Any	████	████		
	5146	If Any	████	████		
	5437	████	████	████	████	████
		State of MA				
	3759	If Any	████	████		
	5437	If Any	████	████		

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-183R

Page No. 4

GPO 2745 R1
 Printed in USA

Item 5. Declarations— Schedule — C General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMIER — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 X CO 312 OL & T 313	
		BASIS				
		State of NJ				
	2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	If Any	[REDACTED]	[REDACTED]		
		State of PA				
	01					
	2457	If Any	[REDACTED]	[REDACTED]		
	2464A	If Any	[REDACTED]	[REDACTED]		
	2464B	If Any	[REDACTED]	[REDACTED]		
	3457	If Any	[REDACTED]	[REDACTED]		
	3759	If Any	[REDACTED]	[REDACTED]		
	5146	If Any	[REDACTED]	[REDACTED]		
	5437	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LG1-121-010461-183R

Page No. 5

GPO 2745 R1 Printed in USA

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERM	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS	
			COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
PREMISES — OPERATIONS	CODE No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (e)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 OL & T 313	
		BASE State of TX				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437					
		BASE State of VA				
	2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759					
	5146	If Any				
	5437					
		Total Estimated Operations Premium				
		Deposit				
		Total Premises-Operations Premium				
		Total Deposit				

* = DEPOSIT
 M = MINIMUM PREMIUM

Policy No. LGL-121-010461-183R

Page No. 6

GPO 2745 R1 Printed in USA

Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS PRODUCTS COMPLETED OPERATIONS	CODE No.	PREMIUM BASIS (a) SALES (b) RECEIPTS (c)	RATES		ADVANCE PREMIUMS	
			COVERAGE A (a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)	COVERAGE B	COVERAGE A 310	COVERAGE B
AL	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CA	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LA	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MD	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NJ	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NY	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PA	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TX	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
VA	1203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
				Annual Deposit	[REDACTED]	[REDACTED]
Contractual		Cost	Per \$100	Cost	316	
	0559	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
				Deposit	[REDACTED]	[REDACTED]
Miscellaneous						
Increased Limits Basic Charge	9890				[REDACTED] Cov. P	[REDACTED]
Personal Injury Endorsement No. 3 22½% of M & C B.I. Premium	9840			Annual Deposit	[REDACTED]	[REDACTED]
Personal Injury Endorsement No. 9	9840				[REDACTED]	[REDACTED]
Deductible Care, Custody and Control Coverage 5% of P.D. Premium	9834			Annual Deposit		[REDACTED]

M = MINIMUM PREMIUM

Policy No. LGL-121-010461-183R

Page No. 7

GPO 2749
LC-LG

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

Change B — Mail Address _____

Location: (Enter same if same Location as above address) _____

Change C — Hazard(s) _____

Coverage Code: B. I. 316

	Terr.	Premium Bases	Annual Rates				Advance Premiums					
	Code No.	Cost	Coverage A		Coverage B		Revised Annual		Revised Deposit			
							Coverage A	Coverage B	Coverage A	Coverage B		
Revise Rates												
Contractual	0559	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			Previously Charged						[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
								[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* — Deposit												
M — Minimum Premium												

If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Periodic Payment \$ _____

Premium \$ [REDACTED] Return
 Effective Date 1-1-73 Expiration Date 1-1-74
 For attachment to Policy or Bond No. LGL-121-010461-183R TD 23
 Audit Basis 4
 Issued to Hopeman Brothers Inc.

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. [Signature] Frank L. [Signature]

R. D. Harmon

Work Units 1 — 2

Countersigned by _____
 Authorized Representative

L-G 6006 Issued 1c 5-2-73 Sales Office and No. 202 End. Serial No. 22
 (2/69) Printed in U.S.A.

CHANGE OF LIMITS OF LIABILITY ENDORSEMENT

It is agreed that the limit of the company's liability against any coverage below with respect to which a typewritten entry appears shall be as stated by such typewritten entry, subject to all of the terms of the policy having reference thereto and to any special provisions stated herein. The rates and advance premiums for the coverages to which this endorsement applies are stated in the schedule attached.

COVERAGES*	LIMITS OF LIABILITY	
COVERAGE A — Bodily Injury Liability	\$	each person
	\$ as per	each occurrence
	\$ Declarations	aggregate
COVERAGE B — Property Damage Liability	\$ 250,000	each occurrence
	\$ 500,000	aggregate
COVERAGE E — Premises Medical Payments	\$	each person
	\$	each accident
COVERAGE P — Personal Injury	\$	each person aggregate
	\$	general aggregate

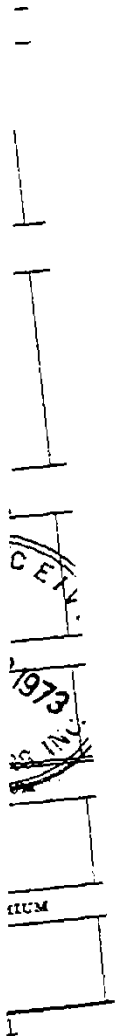
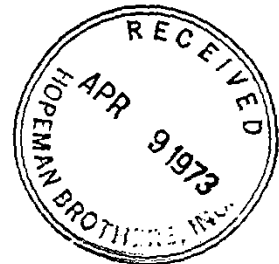
*NOTE: The particular policy to which this endorsement applies may not include all coverages listed.

SPECIAL PROVISIONS

- PROJECT OR PREMISES:** If a project or premises are designated herein, the above limits of liability apply only to loss arising out of such project or premises.



- OTHER (Specify):**



Premium \$ Adjust on audit
 Effective Date 1-15-73 Expiration Date 1-1-74
 For attachment to Policy or Bond No. LG1-121-010461-183R TD23
 Audit Basis 4
 Issued to Hopeman Brothers Inc.

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Bowman Frank L. Sawell
R. D. Harmon

Work Units 1 —

1-

Countersigned by _____
 Authorized Representative

Issued ve 3-8-73 Sales Office and No. 202 End. Serial No. 21

L-G 6002 (10/1/66)
 LC LG LM LO
 Page 1
 Printed in U.S.A.

MISCELLANEOUS CHANGE ENDORSEMENT
 (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period: From _____ To _____

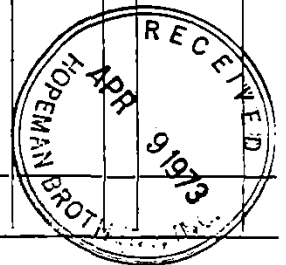
Change B — Mail Address _____

Location: (Enter same if same Location as above address) _____

Change C — Hazard(s)

Coverage Code: B. I.

Revised Rates	Terr. Code No.	Premium Bases	Annual Rates		Advance Premiums			
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
LA Operations	3457		██████	██████				
	3759		██████	██████				
	5437		██████	██████				
Products	1203		██████	██████				
Revised LA Experience Modification								
.16 Basic								
.72 Excess								
* — Deposit								
M — Minimum Premium								



If Policy Period more than one year, premium is payable:
 On effective date of policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Adjustment of premium shall be made at Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Periodic Payment \$ _____

Premium \$ adjust on audit

Effective Date 1-1-73

Expiration Date 1-1-74

LIBERTY MUTUAL INSURANCE COMPANY

For attachment to Policy or Bond No.

LGL-121-010461-183R TD23

Audit Basis 4

Issued to Hopeman Brothers Inc.

Anna E. Bowman Frank L. Sawell

Work Units 1 —

Countersigned by _____
 Authorized Representative

L-G 6006
 (2/69)

Issued ve 3-8-73

Sales Office and No. 202

End. Serial No. 20

Printed in U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

INCIDENTAL MALPRACTICE ENDORSEMENT

It is agreed that:

1. The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
2. Exclusion (i) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

Rating Schedule — Code 0301B

	No.	Rate	Premium
Physicians			
Dentists			
Nurses	1	[REDACTED]	[REDACTED]
		
Total Premium \$			[REDACTED]

Premium \$ Included on Declaration

Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. **LGI-121-010461-183R**
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Doorman *Frank L. Howell*
Secretary Treasurer

Work Units 1—

Countersigned by _____
Authorized Representative

L-G 2044
 MB Adv. 002
 (1-1-73)

Issued

Sales Office and No.

End. Serial No.

19

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only to operations or occurrences in the following states:

Maryland
New Hampshire
North Carolina
Vermont

Premium \$ _____
Effective Date _____ Expiration Date _____ LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond No. LG1-121-010461-183R
Audit Basis _____
Issued to _____ *Bruce E. Bowman* *Frank L. Sawall*
Secretary President

Work Units 1 —

Countersigned by _____
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

18

ISO G521
(1-1-73)

Printed
in
U.S.A.

Amendatory Endorsement

It is agreed that Item 3 on Declaration is amended to read:

Bodily Injury - \$300,000 each occurrence
\$300,000 aggregate

for the State of Louisiana

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA

Bruce E. Boorman
Secretary

Frank L. Sawell
President

Bruce E. Boorman
Secretary

Frank L. Sawell
President

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-183R

Issued to _____

Endorsement Serial No. 17

Work Units 1 -

Issued

Sales Office & No.

ST. PIERRE (HBI) -580

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the state of Louisiana;
 - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
4. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
5. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LG1-121-010461-203R	(Wayne Manufacturing Corporation)
AE1-121-010461-163	(Hopeman Brothers Inc.)
Canada LG1-121-010461-153	(Hopeman Bros. Inc., Etal)
LG1-121-010461-233R	(████████████████████)
LG1-121-022356-023R	(██)

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____ LIBERTY MUTUAL INSURANCE COMPANY
Effective Date _____ Expiration Date _____ LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond No. LG1-121-010461-183R
Audit Basis _____
Issued to _____
Anna E. Boorman Frank L. Sewell

Work Units I —

Countersigned by.....
Authorized Representative

2271 Printed in U.S.A.

Issued

Sales Office and No.

End. Serial No. 16

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (D)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan D forming a part of policy WCL-121-010461-173

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-183

Issued to

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

Countersigned by.....
AUTHORIZED REPRESENTATIVE

2212
(12-1-56)
PRINTED
IN
U.S.A.

Issued

Sales Office and No.

End. Serial No. 15

**TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S
 PLAN OF OPERATION
 (General Liability Insurance)**

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 — \$ 1,999	1.008	\$ 25,000 — \$ 29,999	1.056
2,000 — 2,999	1.016	30,000 — 34,999	1.058
3,000 — 3,999	1.019	35,000 — 39,999	1.063
4,000 — 4,999	1.020	40,000 — 44,999	1.066
5,000 — 5,999	1.025	45,000 — 49,999	1.068
6,000 — 6,999	1.030	50,000 — 74,999	1.075
7,000 — 7,999	1.034	75,000 — 99,999	1.079
8,000 — 8,999	1.038	100,000 — 149,999	1.073
9,000 — 9,999	1.041	150,000 — 199,999	1.064
10,000 — 12,499	1.044	200,000 — 249,999	1.059
12,500 — 14,999	1.048	250,000 — 499,999	1.052
15,000 — 19,999	1.050	500,000 & over	1.048
20,000 — 24,999	1.053		

Premium \$
 Effective Date
 For attachment to Policy or Bond No. LG1-121-010461-183R
 Audit Basis
 Issued to

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

Blair G. Bowman Secretary
Frank L. Sawall President

Work Units 1 —

Countersigned by _____
 Authorized Representative

Issued

Sales Office and No.

End. Serial No.

14

L - G 5025
 Printed in
 U.S.A.

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Texas,** the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	2,308	4.3	5,439	6.8	7,686	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,706	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881	12.0	36,667	15.5	67,591	19.0	431,535	22.5
14,308	12.1	37,153	15.6	69,260	19.1	500,000	22.5
14,762	12.2	37,652	15.7	71,013	19.2	Over	
15,246	12.3	38,164	15.8	72,858	19.3	500,000	*
15,763	12.4	38,690	15.9	74,800	19.4		
16,316	12.5	39,231	16.0	76,850	19.5		
16,910	12.6	39,788	16.1	79,015	19.6		
17,548	12.7	40,360	16.2	81,305	19.7		
18,236	12.8	40,949	16.3	83,732	19.8		
18,980	12.9	41,556	16.4	86,308	19.9		
19,788	13.0	42,181	16.5	89,048	20.0		
20,667	13.1	42,825	16.6	91,968	20.1		
21,628	13.2	43,489	16.7	95,085	20.2		
22,683	13.3	44,174	16.8	98,422	20.3		
23,847	13.4	44,880	16.9	102,000	20.4		

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 * If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Premium \$
 Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY
 For attachment to Policy or Bond No. LG1-121-010461-183R
 Audit Basis
 Issued to *Oliver E. Doorman Frank L. Fairwell*

Work Units 1 —

Countersigned by _____ Authorized Representative

Issued Sales Office and No. End. Serial No. 13

Form L-G-5023 (Texas) (10/1/69)
 LC LG LM LD
 Page 2
 Printed in USA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-183R
Issued to

Oliver E. Doorman *Frank L. Sawell*
Secretary Treasurer

Countersigned by _____
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Endorsement No. 12

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Doorman *Frank L. Sawall*
Secretary Treasurer

For attachment
to Policy No. LG1-121-010461-183R
Issued to

Countersigned by
Authorized Representative

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10-1-66

Endorsement No. 11

PRINTED
IN
U.S.A.

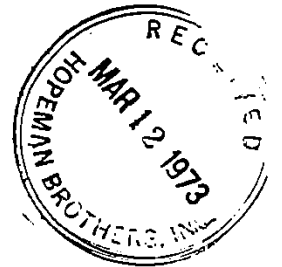
ST. PIERRE (HBI) -587

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045	No. 2
Interpretation of Notice of Accident Condition	102	No. 4
Deductible Care, Custody and Control Coverage	102	No. 6
Amendatory Endorsement	102	No. 17



LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Bruce E. Boorman

SECRETARY

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LG1-121-010461-183R

Issued to

Countersigned by *Pamela S. Clower*
AUTHORIZED REPRESENTATIVE

652
Louisiana

Issued

Sales Office and No.

End. Serial No. 10

ST. PIERRE (HBI) -588

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045	No. 2
Interpretation of Notice of Accident Condition	102	No. 4
Deductible Care, Custody and Control Coverage	102	No. 6
Amendatory Endorsement	102	No. 17

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Doorman
SECRETARY

Effective Date
Expiration Date
Audit Basis

For attachment to Policy No. LG1-121-010461-183R

Issued to

Countersigned by.....
AUTHORIZED REPRESENTATIVE

652
Louisiana


Issued

Sales Office and No.

End. Serial No. 10

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 500,000	each person aggregate
	\$ 500,000	general aggregate
Insured's Participation	0	per cent
Flat Charge		

The provisions of this endorsement apply only with respect to:
 [Redacted] Protective Company

Premium \$ Included on Declaration
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-183R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Boorman *Frank L. Sawell*

Work Units 1—

Countersigned by _____
 Authorized Representative


L-G2037 (1/1/73) Issued
 LC LG LM LO

Sales Office and No. _____ End. Serial No. 9

Printed
 in
 U.S.A.

WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

Flat Charge 

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis

Premium \$ Included on Declaration

For attachment to Policy or Bond No. LG1-121-010461-183R

Issued to

Endorsement Serial No. 8

Work Units 1-

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code

3759

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Frank L. Sawell

PRESIDENT

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LG1-121-010461-183R

Bruce E. Doorman

SECRETARY

Issued to

Countersigned by

Authorized Representative

L-G2001 (10/1/66)

LC LG LM LO

Endorsement No. 7

PRINTED
IN
U.S.A.

DEDUCTIBLE CARE, CUSTODY AND CONTROL COVERAGE

It is agreed that exclusion (K) of the policy jacket is amended to read as follows:

- To Property Damage to
- (1) Property owned or occupied by or rented to the insured or
 - (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

- 1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

5% of P.D. Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included on Declaration

For attachment to Policy or Bond No. LG1-121-010461-183R

Issued to _____

Endorsement Serial No.

6

Work Units 1-

Issued

Sales Office & No.

EXCLUSION
(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to **bodily injury, personal injury or property damage** arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises



LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Effective Date
Expiration Date

For attachment
to Policy No. LG1-121-010461-183R
Issued to

Bruce E. Doorman

SECRETARY

Countersigned by _____
Authorized Representative

Endorsement No. 5

G301 (10/1/66)
LC LG LM
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in
U.S.A.

INTERPRETATION OF NOTICE OF ACCIDENT CONDITION

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective. "

FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA.

Bruce E. Boorman
Secretary

Frank L. Sawell
President

Bruce E. Boorman
Secretary

Frank L. Sawell
President

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-183R

Issued to _____

Endorsement Serial No. 4

Work Units 1--

Issued

Sales Office & No.

ST. PIERRE (HBI) -595

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 500,000	each person aggregate
	\$ 500,000	general aggregate
Insured's Participation	0	per cent
22½% of Operations B.I. Premium		

Premium \$ Included on Declaration

Effective Date _____ Expiration Date _____ LIBERTY MUTUAL INSURANCE COMPANY

For attachment to Policy or Bond No. LG1-121-010461-183R

Audit Basis _____

Issued to _____

Barbara E. Boorman *Frank L. Sawall*

Work Units 1 --

Countersigned by _____
 Authorized Representative

L-G2037 (1/1/73) Issued
 LC LG LM LO

Sales Office and No. _____

End. Serial No. 3

Printed
 in
 U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnify the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases Key	Rates		Advance Premiums	
			Coverage A	Coverage B	Coverage A	Coverage B
		(a) Per \$100 of Cost (b)	(a) Per \$100 of Cost (b)			316
		Basis				
		See Schedule				
Total Advance Premium						

Premium \$ --- Included on Schedule

Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-183R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Poonam *Frank L. Sewell*

Work Units 1 -

1-
 L-G2045 (1/1/73)
 LC LG LM LO
 Page 2 of 2

Issued

Countersigned by _____
 Authorized Representative
 Sales Office and No. _____ End. Serial No. 2

Printed in U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that Item 1, ~~Named-Insured~~, is amended to include [REDACTED] but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY TREASURER

Bruce E. Doorman *Frank L. Sawell*
SECRETARY TREASURER

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-183R

Issued to _____

Endorsement Serial No. 1

Work Units 1-

Issued

Sales Office & No.

ST. PIERRE (HBI) -599

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: **LG1-121-010461-1832**

Name of Policyholder:

Address:

Countersigned by *H. O. Leep, Jr.*
(Resident Agent of Liberty Mutual Insurance Company)

Alabama

(State)

Sales Office _____

1710

Printed in U.S.A.

Countersigned by *John Thomas*
(Resident Agent of Liberty Mutual Insurance Company)

Pennsylvania

(State)

Sales Office _____

1710

Printed in U.S.A.

Policy Number: **LG1-121-010461-1832**
Name of Policyholder:

Address:

Countersigned by *Michelle Leep*
(Resident Agent of Liberty Mutual Insurance Company)

Virginia
(State)

Sales Office _____

1710

Printed in U.S.A.

COMPREHENSIVE GENERAL LIABILITY POLICY

LG-121-010461-193R

LIBERTY MUTUAL INSURANCE COMPANY



Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

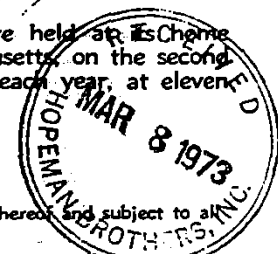
This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at the company office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.



but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water-course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

GPO 2841 (1/1/73) LG

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G. L.

PAGE 1

73-74

property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

- (i) an employee of the named insured while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V POLICY TERRITORY

This policy applies only to bodily injury or property damage which occurs within the policy territory.

VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3 **Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 **Insured's Duties in the Event of Occurrence, Claim or Suit**
(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.
Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 **Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassignable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Frank L. Lowell
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first-aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

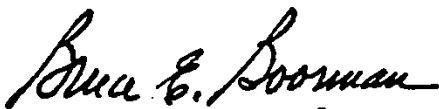
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

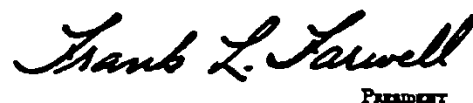
"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY


SECRETARY


PRESIDENT

A0009
G320
10/1/66

PAGE 5

ST. PIERRE (HBI) -605

SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less the above table applies. If the policy has been in effect for more than twelve months the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

IMPORTANT

The 1973 Liability Policy has been revised to reflect changes adopted by Insurance Bureaus.

Your Liberty Mutual Sales Representative will be glad to discuss with you the new language in your policy.

Liberty Mutual Insurance Company

88-432 (Spec.)



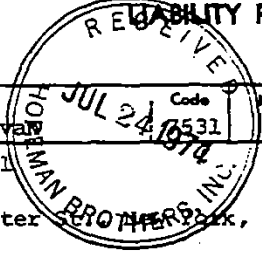
THIS POLICY IS NONASSESSABLE

**OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA**

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY



Policy No. LG1- 121-010461-184R	TD Code 33	Sales Office NY	Code 202	Salesman Sullivan	Code 5531	N/R 2	1st Year 37
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Item 1. Named Insured Hopeman Brothers Inc. and as per End. No. 1
 Address c/o Fred S. James & Co. of New York Inc., 55 Water Street, New York, NY 10041

The named insured is: Individual , Partnership , Corporation , Other

Business of named insured is: Contracting

Item 2. Policy Period: From Mo. 1 Day 1 Year 74 to Mo. 1 Day 1 Year 75
 12:01 A.M. standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	\$ 500,000 each occurrence	\$ [REDACTED]
	\$ 500,000 aggregate	
B — PROPERTY DAMAGE LIABILITY	\$ 250,000 each occurrence	\$ [REDACTED]
	\$ 250,000 aggregate	
MINIMUM PREMIUMS: Bodily Injury Liability \$ Property Damage Liability \$	TOTAL ADVANCE PREMIUM	\$ [REDACTED]

Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base	Rates		Advance Premiums		
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability	
See Schedules Attached							

The policy, including all endorsements issued therewith, is hereby countersigned by R. D. Harmon Authorized Representative

Work Units 1- 12 b	Typed 5-13-74	Periodic Payment 74	Rating Basis R <input checked="" type="checkbox"/> NR <input type="checkbox"/>	Audit Basis 4	Home State	Pol. H.G. S- <input type="checkbox"/>	LG1-121-010461-203R LG1-121-010461-183R	Accounting Entry 233R Divided for Exp. Period
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**Item 4. Declarations — Schedule —
 General Liability Hazards**

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
All Operations of the Named Insured 15050	Sales ██████████	██████████	██████████	██████████	██████████
	Deposit			██████████	██████████

M - Minimum Premium

**Item 4. Declarations — Schedule —
 General Liability Hazards**

CLASSIFICATION AND LOCATIONS	PREMIUM BASE		RATES		ADVANCE PREMIUMS	
	Sales		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
			BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
All Operations of the Named Insured 15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			Deposit	[REDACTED]	[REDACTED]	[REDACTED]

M Minimum Premium

Item 4. *Declarations — Schedule —
 General Liability Hazards*

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
All Operations of the Named Insured 15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Deposit		[REDACTED]	[REDACTED]

M Minimum Premium

Item 4. *Declarations — Schedule —
 General Liability Hazards*

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
All Operations of the Named Insured 15050	Sales [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Deposit			[REDACTED]	[REDACTED]

M Minimum Premium

Item 4. Declarations — Schedule —
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
	Sales	BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
All Operations of the Named Insured 15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Deposit		[REDACTED]	[REDACTED]

M Minimum Premium



Amendatory Endorsement

It is agreed that the "Name of Insured - Item 1 Endorsement" No. 1 is amended to include the following name:

██████████ Investment Corp.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date 1-1-74 Expiration Date 1-1-75 LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond No. LGL-121-010461-184R TD 33
Audit Basis 4
Issued to Hopeman Brothers Inc.

Oliver E. Doorman *Malcolm B. Buckler*
SECRETARY PRESIDENT

R. D. Harmon

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued 1c 12-19-74 Sales Office and No. 202

End. Serial No. 34

Form 102



Amendatory Endorsement

It is agreed that Notice of Cancellation Endorsement No. 30 and Additional Insured Endorsement No. 29 are eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium \$ _____
Effective Date 10-7-74 Expiration Date 1-1-75 LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond No. LGL-121-010461-184R TD 33
Acht Basis 4
Issued to Hopeman Brothers Inc. *Allen E. Looman* *Malcolm B. Bradburn*

Week Days 1

Countersigned by _____ Authorized Representative

Issued 1c 10-30-74 Sales Office and No 202 End Serial No. 33

Form 102

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

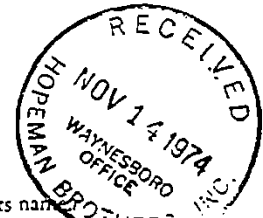
1. All of the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

Description of Property	Limit of Liability	Rate (per \$100 of Limit)	Premium
all non owned premises occupied by the named insured	\$ 50,000	each occurrence	included in composite rate

This endorsement supersedes and replaces Real Property - Liability - Fire Endorsement No. 19



This endorsement is executed by the company below designated by an entry in the box opposite its name
 LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMP

Oliver E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT
R. D. Harmon
PRESIDENT

Oliver E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____ AUTHORIZED REPRESENTATIVE

Countersigned by _____ AUTHORIZED REPRESENTATIVE

Effective Date 1-1-74 Expiration Date 1-1-75

Audit Basis 4

Premium \$ Included in Composite Rate

For attachment to Policy or Bond No. LG1-121-010461-184R TD33

Issued to Hopeman Brothers Inc.

Endorsement Serial No. 32

G209

Work Units -

Issued 10-16-74 rms Sales Office & No. 202

AMENDATORY ENDORSEMENT

It is agreed that Name of Insured Endorsement No. 1 is amended
to include the following:

[REDACTED]



This endorsement is executed by the company below designated by an entry in the box opposite its name.
 LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce G. Boorman *Frank L. Sawell* *Bruce G. Boorman* *Frank L. Sawell*
Secretary President Secretary President

Countersigned by: *R. D. Harmon* Countersigned by: _____
AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Effective Date 4-1-74 Expiration Date 1-1-75
Audit Basis 4
Premium \$

For attachment to Policy or Bond No. LGL-121-010461-184R TD33
Issued to Hopeman Brothers, Inc.

Endorsement Serial No. 31

Work Units 1 - Issued on 7-2-74 Sales Office & No. 202

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 30 days after written notice of such cancellation or reduction has been mailed to

<u>Name</u>	<u>Address</u>
██████████ Corporation	██████████ Dr. Pittsburgh, PA

The provisions of this endorsement apply with respect to:

S/S North Carolina Highway #1162
K/A General Steel Tank Bldg.
Township of Beaufort, County of Carteret, NC



This endorsement is executed by the company below designated by an entry in the box opposite its name

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by... *R. D. Harmon*
AUTHORIZED REPRESENTATIVE

Countersigned by... _____
AUTHORIZED REPRESENTATIVE

For attachment to Policy No. LG1-121-010461-184R TD33

Effective date 4-1-74

Audit Basis 4

Issued to Hopeman Brothers, Inc.

Issued on 7-2-74 Endorsement Serial No. 30
Sales Office 202

2252 ED. 1
Printed in U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

ADDITIONAL INSURED
(Named Insured's Operations)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization named below, but only with respect to acts or omissions of the named insured in connection with the named insured's operations at the applicable location designated below.

Name of Person or Organization

Applicable Location

[Redacted] Corporation
[Redacted] Dr.
[Redacted] PA

S/S North Carolina Highway #1162
K/A General Steel Tank Bldg.
Township of Beaufort,
County of Carteret, NC



Premium \$
Effective Date 4-1-74 - Expiration Date 1-1-75 - LIBERTY MUTUAL INSURANCE COMPANY,
For attachment to Policy or Bond No. LG1-121-010461-164R TD33
Audit Basis 4
Issued to Hopeman Brothers, Inc.

Oliver E. Boorman Frank L. Sawell

R. D. Harmon

Countersigned by _____
Authorized Representative

Work Units 1

L-G1001
LC LG LM LO
(10/1/66)
Printed in U.S.A.

Issued on 7-2-74 Sales Office and No. 202 End. Serial No. 29

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the state of Louisiana;
 - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
4. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS
AE1-121-010461-164

ESTIMATED STANDARD PREMIUM
(Hopeman Brothers Inc.)

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-184R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Doorman *Frank L. Sawell*

Work Units 1 -

Countersigned by.....

Authorized Representative

2280 R1
12/1/73

Issued

Sales Office and No.

End. Serial No. 28

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL INSURANCE EXCEPT TO THE EXTENT
OTHERWISE SPECIFICALLY STATED BELOW
OR IN THE POLICY**

COMPOSITE RATING PLAN

It is agreed that:

1. All premiums for this policy shall be computed on the following basis:

Per \$1,000 Sales

2. If under Coverage B -- Property Damage Liability -- an aggregate limit of the company's liability applies with respect to premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set forth in paragraph 1. above.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

Rating Basis

For attachment

to Policy No. LG1-121-010461-184R

Issued to

Frank L. Fairwell

PRESIDENT

Bruce E. Doorman

SECRETARY

L-G6003 (10-1-66)

Countersigned by _____

Endorsement Serial No. 27

**GENERAL LIABILITY
CANCELLATION PROVISION**

(GEORGIA)

In the event of cancellation of the insurance afforded by the policy the company agrees to mail 15 days prior written notice of such cancellation to the named insured at the address shown in the policy.

It is further agreed that the provisions of this endorsement do not apply when the policy is cancelled for non-payment of premium or has been in effect for less than sixty days.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Bowman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Bowman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to _____

Endorsement Serial No. 26

Work Units 1 -

Issued

Sales Office & No.

LG 5026
(7-1-73)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
 COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
 CONTRACTUAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
 OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
 STOREKEEPER'S INSURANCE

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

- Maryland
- New Hampshire
- North Carolina
- Vermont

Premium \$ _____
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-184R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Bowman *Frank L. Sawell*

Work Units 1 -

Countersigned by _____
 Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 25

ISO G521 ED1
 (1-1-73)

Printed
 in
 USA

**Amendatory Endorsement - Notice
(Texas)**

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-184R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Jewell*

Work Units 1 = _____

ISO-G525
(5-1-73)

Issued

Countersigned by _____
Sales Office and No. _____
Authorized Representative _____
End. Serial No. 24

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Texas,** the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	2,308	4.3	5,439	6.8	7,686	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,706	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881	12.0	36,667	15.5	67,591	19.0	431,535	22.5
14,308	12.1	37,153	15.6	69,260	19.1	500,000	22.5
14,762	12.2	37,652	15.7	71,013	19.2	Over	
15,246	12.3	38,164	15.8	72,858	19.3	500,000	
15,763	12.4	38,690	15.9	74,800	19.4		
16,316	12.5	39,231	16.0	76,850	19.5		
16,910	12.6	39,788	16.1	79,015	19.6		
17,548	12.7	40,360	16.2	81,305	19.7		
18,236	12.8	40,949	16.3	83,732	19.8		
18,980	12.9	41,556	16.4	86,308	19.9		
19,788	13.0	42,181	16.5	89,048	20.0		
20,667	13.1	42,825	16.6	91,968	20.1		
21,628	13.2	43,489	16.7	95,085	20.2		
22,683	13.3	44,174	16.8	98,422	20.3		
23,847	13.4	44,880	16.9	102,000	20.4		

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 * If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Premium \$
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LGI-121-010461-184R
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Bowman *Frank L. Sawell*
 Secretary President

Work Units 1

Countersigned by _____
 Authorized Representative

Issued

Sales Office and No.

End. Serial No. 23

Form L-G-5023 (Texas) (10/1/69)
 LC LG LM LO

Page 2

Printed in USA

CANCELLATION CONDITION — AMENDMENT
(Michigan)

It is agreed that with respect to the "Cancellation" provisions of the policy:

1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the company or its authorized agent."
2. The provisions (if forming a part of the policy) of the endorsement entitled "Cancellation Amendment (Michigan)" apply as stated therein.
3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-184R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Norman *Grant L. Sawall*

Work Units 1 --

MB A0002/G503
(8-2-70)

Issued

Countersigned by _____
Authorized Representative

Sales Office and No. _____ End. Serial No. 22

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium \$
Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-184R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Roeman *Frank L. Sawell*
Secretary Treasurer

Countersigned by.....
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Endorsement No. 21

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 48 of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Boonan *Frank L. Sawall*
Secretary President

For attachment
to Policy No. LG1-121-010461-184R
Issued to

Countersigned by
Authorized Representative

G512, A0013
AE AV AG
LF LG LO LM LX Issued
10-1-66

Endorsement No. 20

PRINTED
IN
U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

- 1. All of the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- 2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

Description of Property	Limit of Liability	Rate (per \$100 of Limit)	Premium
Indicated below	\$ 50,000	each occurrence	

The provisions of this endorsement are only applicable to the following:

- 1) [Redacted] VA
- 2) [Redacted] VA

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by

.....
AUTHORIZED REPRESENTATIVE

Countersigned by

.....
AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$ Included in Composite Rates

For attachment to Policy or Bond No. LGL-121-010461-184R

Issued to

Endorsement Serial No. 19

G209

With Units 1 -

Issued

Sales Office & No.

Amendatory Endorsement

It is agreed that Exclusion (h) is hereby
eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ Included in Composite Rates

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to _____

Endorsement Serial No. 18

Work Units -

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

DEDUCTIBLE LIABILITY INSURANCE

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
 - (a) **PER CLAIM BASIS** - If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
 - (b) **PER OCCURRENCE BASIS** - If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

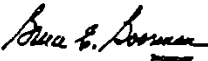
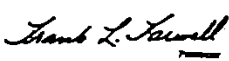
SCHEDULE

Coverage	Amount and Basis of Deductible
Bodily Injury Liability	\$ per claim \$ 500 per occurrence
Property Damage Liability	\$ per claim \$ 500 per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):-

The provisions of this endorsement are applicable only to [REDACTED]

Premium \$ Included in Composite Rates
 Effective Date - Expiration Date
 For attachment to Policy or Bond No. LG1-121-010461-184R
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 

Work Units 1 -
 G604
 (1/1/73)
 LC LG LO LM

Countersigned by
Authorized Representative
 Sales Office and No. End. Serial No. 17
 Page 1 of 1

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

INCIDENTAL MALPRACTICE ENDORSEMENT

It is agreed that:

1. The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
2. Exclusion (i) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

Rating Schedule — Code 0301B

	No.	Rate	Premium
Physicians			
Dentists			
Nurses	1		
		
			Total Premium \$.....

Premium \$ Included in Composite Rates
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-184 R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Gene E. Dorman *Frank L. Farrell*
Secretary Treasurer

Work Units 1 -

Countersigned by
Authorized Representative

L-G 2044
 MB Adv. 002
 (1-1-73)

Issued

Sales Office and No.

End. Serial No. 16

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

ADDITIONAL INSURED
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to **bodily injury or personal injury** to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
2. to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

Premium \$ **Included in Composite Rates**
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. **LGL-121-010461-184R**
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawall*
Secretary President

Work Units —

Countersigned by _____
Authorized Representative

L-G1004 (1/1/73)
LC LG LM LO

Issued

Sales Office and No.

End. Serial No. 15

Printed

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

ADDITIONAL INSURED
(Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an **insured**, but only with respect to the distribution or sale in the regular course of the vendor's business of the **named insured's** **products** subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
 - (a) any express warranty unauthorized by the **named insured**;
 - (b) **bodily injury** or **property damage** arising out of
 - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
 - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
 - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
 - (iv) products which after distribution or sale by the **named insured** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as **insured**, from whom the **named insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Premium \$ Included in Composite Rates
Effective Date Expiration Date
For attachment to Policy or Bond No. LGL-121-010461-184R
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Loorman *Frank L. Farrell*
Secretary

Work Units: 1--

Countersigned by _____
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 14

G113 (10/1/66)
LC LG LB
PRINTED
IN
U.S.A.

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (D)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan D forming a part of policy WC1-121-010461-174

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-121-010461-18 4

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Issued to

Countersigned by.....
AUTHORIZED REPRESENTATIVE

2212
(12-1-56)
PRINTED
IN
U.S.A.

Issued

Sales Office and No.

End. Serial No. 13

AMENDATORY ENDORSEMENT - Other Insurance

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPA.

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Frank L. Sawell
PRESIDENT

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to

Endorsement Serial No. 12

Work Units 1 -

Issued

Sales Office & No.

ST. PIERRE (HBI) -655

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102



LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Bruce E. Doorman
SECRETARY

Countersigned by *Annette D. Arton*
AUTHORIZED REPRESENTATIVE

Effective Date
Expiration Date
Audit Basis
For attachment to Policy No. LG1-121-010461-184R
Issued to

652
Louisiana

Issued

Sales Office and No.

End. Serial No. 11

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT


Bruce E. Doorman
SECRETARY

Effective Date
Expiration Date
Audit Basis

For attachment
to Policy No. LG1-121-010461-184R

Issued to

Countersigned by.....
AUTHORIZED REPRESENTATIVE

652
Louisiana


Issued

Sales Office and No.

End. Serial No. 11

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 500,000	general aggregate
Insured's Participation	0	per cent

The provisions of this endorsement apply with respect to:
 [Redacted] Protective Company

Premium \$ Included in Composite Rates
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LG1-121-010461-184R
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Bowman Secretary
Frank L. Sawell President

Work Units 1 -

Countersigned by
 Authorized Representative

L-G 2050 R1
 (1-1-74)
 LC LG LM LO

Issued
 Printed
 U.S.A.

Sales Office and No.

End. Serial No. 10

WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____ Included in Composite Rates

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to _____

Endorsement Serial No. 9

Work Units 1-

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code

15192

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included in Composite Rates

Effective Date _____

Expiration Date _____

Audit Basis _____

For attachment to Policy No. LGL-121-010461-184R

Issued to _____

Frank L. Sawell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by _____
Authorized Representative

L-G2001 (10/1/66)
LC LG LM LO
MADE IN U.S.A.

Endorsement No. 8

DEDUCTIBLE CARE, CUSTODY AND CONTROL COVERAGE

It is agreed that exclusion (K) of the policy jacket is amended to read as follows:

To Property Damage to

- (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

5% of P.D. Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPAN

Bruce E. Boorman
Secretary

Frank L. Sawell
Treasurer

Bruce E. Boorman
Secretary

Frank L. Sawell
Treasurer

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$ Included in Composite Rates

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to

Endorsement Serial No. 7

Work Units 1 -

Issued

Sales Office & No.

EXCLUSION

(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED] MA

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell
PRESIDENT

Effective Date
Expiration Date

For attachment
to Policy No. LG1-121-010461-184R
Issued to

Bruce E. Doorman
SECRETARY

G301 (10/1/66)
LC LG LM
Printed
in
U.S.A.

Countersigned by _____
Authorized Representative

Endorsement No. 6

Interpretation of Notice of Accident Condition

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than sixty days thereafter such cancellation shall be effective."

FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman
SECRETARY

Frank L. Sawell
TREASURER

Bruce E. Doorman
SECRETARY

Frank L. Sawell
TREASURER

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to _____

Endorsement Serial No. 5

Work Units - _____

Issued _____

Sales Office & No. _____

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$ 500,000	general aggregate
Insured's Participation	0	per cent
22 1/2% of Operations B.I. Premium		
Code 99980		

Premium \$ Inclusion in Composite Rates
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-184R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Eric E. Boorman *Frank L. Sawell*

Work Units 1 -

Countersigned by _____
 Authorized Representative

L-G 9050 R1
 (1-7-74)
 LC LG LM LO

Issued
 Printed
 in
 USA

Sales Office and No.

End. Serial No. 4

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnify the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases Key	Rates		Advance Premiums	
			Coverage A	Coverage B	Coverage A	Coverage B
		(a) Per \$100 of Cost (b)	(a) Per \$100 of Cost (b)		316	
		Basis				
		See Schedule				
Total Advance Premium						

Premium \$ Included in Composite Rate
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-184R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Eric E. Dorman *Frank L. Sawell*

Work Units 1-

1-
 L-G2045 (1/1/73)
 LC LG LM LO
 Page 2 of 2

Issued

Countersigned by _____
 Authorized Representative
 Sales Office and No. _____ End. Serial No. 3

Printed in U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include [REDACTED], but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Countersigned by _____

AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to _____

Endorsement Serial No. 2

Work Units 1 -

Issued

Sales Office & No.

Name of Insured Endorsement - Item 1

Hopeman Brothers Inc., [REDACTED], [REDACTED]
[REDACTED], [REDACTED], Wayne Manufacturing Corporation,
[REDACTED] and [REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-184R

Issued to _____

Endorsement Serial No. 1

Work Units 1 -

Issued

Sales Office & No.

CHANGE OF NOTICE OF ANNUAL MEETING
AND FACSIMILE SIGNATURE

The notice of annual meeting in the policy is replaced with the following:

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The facsimile signature of Melvin B. Bradshaw is hereby substituted for the facsimile signature of Frank L. Farwell wherever it may appear in this policy or in any endorsement issued to form a part hereof.

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Doorman *Melvin B. Bradshaw*

SECRETARY

PRESIDENT

2281



COMPREHENSIVE GENERAL LIABILITY POLICY

LC1-121-010412/84 R

LIBERTY
MUTUAL
INSURANCE COMPANY



Home Office: Boston

74-75

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
 but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

GPO 2841 (1/1/73) LG

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- property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
 - (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
 - (n) to property damage to the named insured's products arising out of such products or any part of such products;
 - (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
 - (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V POLICY TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" Includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3 **Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 **Insured's Duties in the Event of Occurrence, Claim or Suit**

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 **Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7 **Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8 **Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

9 **Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10 **Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11 **Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12 **Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13 **Mutual Policy Conditions** This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Frank L. Lawell
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,


and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

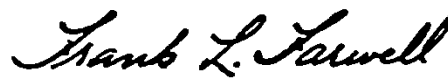
"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York-Motor-Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY


SECRETARY


PRESIDENT

A0009
G320
10/1/66

PAGE 5

SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL INSURANCE COMPANY
 Home Office: Boston



THIS POLICY IS NONASSESSABLE.

**OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA**

DECLARATIONS

**LIBERTY
MUTUAL**



LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

COMPREHENSIVE GENERAL
LIABILITY POLICY

POLICY NO.	TD CODE	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	H/R	1ST YEAR
LGI- 121-010461-185R	33/0	NY	202	Morotti	6463	2	37

Item 1. Named Insured Hopeman Brothers Inc. and as per End. No. 1

Address c/o Fred S. James & Co. of New York Inc., 55 Water St., New York, NY 10041

The named insured is: Individual , Partnership , Corporation , Other

Business of named insured is: Contracting

Item 2. Policy Period: From ~~Mo. Day Year~~ Mo. Day Year ~~1 75~~ to ~~Mo. Day Year~~ Mo. Day Year ~~1 76~~
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A - BODILY INJURY LIABILITY	\$ 500,000 each occurrence	██████████
	\$ 500,000 aggregate	██████████
B - PROPERTY DAMAGE LIABILITY	\$ 250,000 each occurrence	██████████
	\$ 250,000 aggregate	██████████
MINIMUM PREMIUMS: Bodily Injury Liability \$ Property Damage Liability \$	TOTAL ADVANCE PREMIUM	██████████

Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base	Rates		Advance Premiums		
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability	Code 326 <input type="checkbox"/> 327 <input type="checkbox"/> 328 <input type="checkbox"/>
	See Schedules Attached						

The policy, including all endorsements issued therewith, is hereby countersigned by R. D. Harmon
 Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H/G	Renewal of	Accounting Entry
1-10 pt	2-18-79		R <input checked="" type="checkbox"/> NR <input type="checkbox"/>	4		S <input type="checkbox"/>	LGI- 121-010461-184R	Divided for Exp. Period

EXHIBIT
43

Item 4. Declarations Schedule --
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
All Operations of the Named Insured 15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Deposit		[REDACTED]	[REDACTED]

Item A. Declarations - Schedule -
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
		Per \$1,000 BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	BODILY INJURY LIABILITY	PROPERTY LIABILITY
All Operations of the Named Insured 15050	Sales If Any	██████	██████		

See Schedule B for description of operations.

10/1/2024 10:00 AM

LG1-121-010461-185R



Page No. 2

Item 4. Declarations - Schedule -
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE Sales	RATES Per \$1,000		ADVANCE PREMIUM	
		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
All Operations of the Named Insured 15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Deposit		[REDACTED]	[REDACTED]

M - Minimum Premium

Item A. Declarations - Schedule -
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
	Sales	Per \$1,000		BODILY INJURY LIABILITY	PROPERTY LIABILITY
		BODILY INJURY LIABILITY	PROPERTY LIABILITY		
All Operations of the Named Insured 15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Deposit		[REDACTED]	[REDACTED]

ST. PIERRE (HBI) - 680

Form No. 101-A LG1-121-010461-185R



Page No. 4

Item 4. *Declarations - Schedule*
General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS	
		Per \$1,000 BODILY INJURY LIABILITY	Per \$1,000 PROPERTY DAMAGE LIABILITY	BODILY INJURY LIABILITY	PROPERTY LIA
All Operations of the Named Insured	15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			Deposit	[REDACTED] ✓	[REDACTED]

Net Annual Premium

AGENCY REFERENCE A

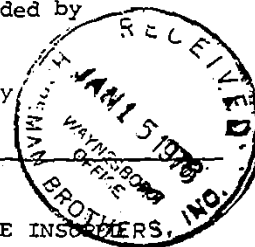
LGL-121-010461-18SR

[REDACTED]

Page No. 5

This endorsement modifies such insurance as is afforded by the policy relating to the following:

Coverage B - Property Damage Liability



DESCRIBED PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED.

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

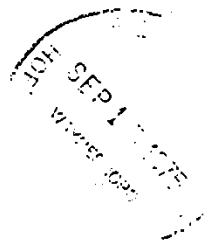
1. This insurance does not apply to injury to or destruction of the described property while in transit.
2. This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the insured or any subcontractor of the insured.
3. This insurance shall not apply to that portion of any loss with respect to which the insured has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
4. (a) The company's obligation under this endorsement to pay damages on behalf of the insured, as the result of one occurrence applies only to the amount of damages in excess of \$1,000.
(b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the insured's duties in the event of any occurrence apply irrespective of the application of the deductible amount.
(c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, of the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No. LG1-121-010461-185
L-G2042 (1-1-73)

Endorsement No. 28
Page 1 of 2

Amendatory Endorsement

It is agreed that Endorsement No. 6, Exclusion (All Hazards in Connection with Designated Premises) is hereby eliminated from the policy.



This endorsement is executed by the company below designated by an entry in the box opposite its name:

Premium \$ _____
Effective Date 1-1-75 Expiration Date 1-1-76 LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond No. LG1-121-010461-185 TD33/0
Audit Basis 4
Issued to Hopeman Brothers Inc., Etal.

John E. Boonman *Melvin B. Goodwin*

R. D. Harmon

LIBERTY MUTUAL LIBERTY MUTUAL

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued btm 7-2-75 Sales Office and No. 220 End. Serial No. 27

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the state of Louisiana;
 - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
4. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS
AE1-121-010461-165

ESTIMATED STANDARD PREMIUM
(Hopeman Brothers Inc.)

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-185R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Robinson *Malcolm S. Budden*
SECRETARY PRESIDENT

Work Units 1

Countersigned by _____
Authorized Representative

2280 R1
12/1/73

Issued

Sales Office and No

End. Serial No. 26

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL INSURANCE EXCEPT TO THE EXTENT
OTHERWISE SPECIFICALLY STATED BELOW
OR IN THE POLICY**

COMPOSITE RATING PLAN

It is agreed that:
1. All premiums for this policy shall be computed on the following basis:

Per \$1,000 Sales

2. If under Coverage B--Property Damage Liability--an aggregate limit on the company's liability applies with respect to premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set forth in paragraph 1. above.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ _____

Effective Date _____
Expiration Date _____
Rating Basis _____
For attachment _____
to Policy No. LG1-121-010461-185R
Issued to _____

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

LG6003 (10-1-66)

Countersigned by _____

Endorsement Serial No. 25

GENERAL LIABILITY
CANCELLATION PROVISION

(GEORGIA)

In the event of cancellation of the insurance afforded by the policy the company agrees to mail 15 days prior written notice of such cancellation to the named insured at the address shown in the policy.

It is further agreed that the provisions of this endorsement do not apply when the policy is cancelled for non-payment of premium or has been in effect for less than sixty days.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LGL-121-010461-185R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doonan *Malcolm S. Baskin*
Secretary President

Work Units 1 -

Countersigned by _____
Authorized Representative

L-G 5026 Issued Sales Office and No End. Serial No. 24
(7-1-73)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

- Maryland
- New Hampshire
- North Carolina
- Vermont

Premium \$
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-185R
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Blair E. Doorman *Frank L. Sawell*
Secretary Treasurer

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 23

ISO G521 ED1
(1-1-73)

Printed
in
USA

Amendatory Endorsement - Notice
(Texas)

As respects **bodily injury** liability coverage and **property damage** liability coverage, unless the company is prejudiced by the **insured's** failure to comply with the requirement, any provision of this policy requiring the **insured** to give notice of action, **occurrence** or loss, or requiring the **insured** to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. LG1-121-010461-185R

Audit Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Bowman
SECRETARY

Malcolm B. Baskin
PRESIDENT

Work Units 1 -

Countersigned by

Authorized Representative

ISO-G525
(5-1-73)

Issued

Sales Office and No.

End. Serial No. 22

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
(General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less** — The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year** — The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4 **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
(General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium (2)
\$1,000	0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,067	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,121	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,155	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,199	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,264	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,380	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,495	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,612	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,728	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,846	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,963	1.1	1,899	3.6	5,028	6.1	6,889	8.6
2,082	1.2	1,949	3.7	5,082	6.2	6,993	8.7
2,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
2,320	1.4	2,055	3.9	5,196	6.4	7,210	8.9
2,440	1.5	2,113	4.0	5,255	6.5	7,323	9.0
2,561	1.6	2,174	4.1	5,315	6.6	7,440	9.1
2,683	1.7	2,239	4.2	5,376	6.7	7,561	9.2
2,805	1.8	2,308	4.3	5,439	6.8	7,686	9.3
2,928	1.9	2,381	4.4	5,503	6.9	7,816	9.4
3,052	2.0	2,460	4.5	5,569	7.0	7,949	9.5
3,177	2.1	2,543	4.6	5,637	7.1	8,087	9.6
3,302	2.2	2,632	4.7	5,706	7.2	8,231	9.7
3,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
3,557	2.4	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

TABLE TEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881	12.0	36,667	15.5	67,591	19.0	431,535	22.5
14,308	12.1	37,153	15.6	69,260	19.1	500,000	22.5
14,762	12.2	37,652	15.7	71,013	19.2	Over	
15,246	12.3	38,164	15.8	72,858	19.3	500,000	
15,763	12.4	38,690	15.9	74,800	19.4		
16,316	12.5	39,231	16.0	76,850	19.5		
16,910	12.6	39,788	16.1	79,015	19.6		
17,548	12.7	40,360	16.2	81,305	19.7		
18,236	12.8	40,949	16.3	83,732	19.8		
18,980	12.9	41,556	16.4	86,308	19.9		
19,788	13.0	42,181	16.5	89,048	20.0		
20,667	13.1	42,825	16.6	91,968	20.1		
21,628	13.2	43,489	16.7	95,085	20.2		
22,683	13.3	44,174	16.8	98,422	20.3		
23,847	13.4	44,880	16.9	102,000	20.4		

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 * If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Premium \$
 Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY
 For attachment to Policy or Bond No. LG1-121-010461-185R
 Audit Basis
 Issued to
Blair E. Bowman Secretary
Malcolm B. Anderson President

Work Units 1 -

Countersigned by _____ Authorized Representative

Issued Sales Office and No. End. Serial No. 21

Form L-G-5023 (Texas) (10/1/69)
 LC LG LM LO
 Page 2
 Printed in USA

AMENDMENT OF CANCELLATION CONDITION
(Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

Premium \$
Effective Date
Expiration Date
File Attachment to Policy or Bond No. LG1-121-010461-185R
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Looman *Malcolm B. Bradburn*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 20

A0002, GS03 (10 70)

SA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
Coverage A—Bodily Injury Liability
Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Continuation of § _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-185R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Doonan *Malcolm S. Boudreau*
V. P. PRESIDENT

Work Hours 1

Countersigned by _____
Authorized Representative

G513
LF LG LO LM LX
(10/1/66)

Issued

Sales Office and No

End. Serial No. 19

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impeaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts Chapter 696, Acts of 1964.

Amount \$

Effective Date

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

Policy or Bond No

LG1-121-010461-185R

Amount Basis

Amount To

Steve E. Doorman
SECRETARY

Melvin S. Bradshaw
PRESIDENT

Over Units

Countersigned by

Authorized Representative

ES12, A0013

Issued

Sales Office and No.

End. Serial No. 18

AE AV AG

LF LG LO LM LX

10-1-66

10-1-66

AMENDATORY ENDORSEMENT

It is agreed that Exclusion (h) is hereby
eliminated from the policy. *1/2014*

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate
Effective Date _____ Expiration Date _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

For attachment to Policy or Bond No. LG1-121-010461-185R

Audit Basis _____

Issued to _____

Oliver E. Doonan _____ *Malcolm B. Goodwin* _____
Authorized Representative

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued

Sales Office and No

End. Serial No. 17

Form 102

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

INCIDENTAL MALPRACTICE ENDORSEMENT

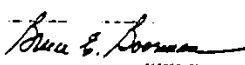
It is agreed that:

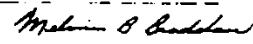
1. The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
2. Exclusion (1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

Rating Schedule				
	No.	Code	Rate	Premium
Physicians		80111		
Dentists		80210		
Nurses	1	80998		
				Total Premium \$.....

Premium \$ Included in Composite Rates
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-185R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY


SECRETARY


PRESIDENT

Work Units 1 -

Countersigned by _____
Authorized Representative

L-G 2044 R1
 MB Adv. 009
 (1-1-74)

Issued

Sales Office and No.

End. Serial No. 16

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

ADDITIONAL INSURED
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply

1. to **bodily injury or personal injury** to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
2. to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

Premiums Included in Composite Rates
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. **LG1-121-010461-185R**
Short Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Doonan *Melvin B. ...*

PRESIDENT

Work Units 1 -

Countersigned by _____
Authorized Representative

LG1004 (1 1 731) Issued
LC LG LM LO

Sales Office and No

End. Serial No. 15

Printed
USA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE A — BODILY INJURY LIABILITY
COVERAGE 8 — PROPERTY DAMAGE LIABILITY

ADDITIONAL INSURED
(Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an **insured**, but only with respect to the distribution or sale in the regular course of the vendor's business of the **named insured's products** subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
 - (a) any express warranty unauthorized by the **named insured**;
 - (b) **bodily injury or property damage** arising out of
 - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
 - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
 - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
 - (iv) products which after distribution or sale by the **named insured** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as **insured**, from whom the **named insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Amount \$ Included in Composite Rates
Effective Date _____ Expiration Date _____
For Attachment to Policy or Bond No. LG1-121-010461-185R
Issue Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Donovan *Mark S. Gaudin*
Vice President President

Work Unit 1

Countersigned by _____
Authorized Representative

G113 (10/1/66)
LC LG LB
PRINTED
IN U.S.A.

Issued

Sales Office and No

End. Serial No 14

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (D)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan.....D..... forming a part of policy WC1-121-010461-175

Premium \$ _____
Effective Date _____ Expiration Date _____ LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond No. LG1-121-010461-185R
Audit Basis _____
Issued to _____ *Oliver E. Bowman* SECRETARY *Malcolm S. Badden* PRESIDENT

Work Units _____
Countersigned by _____
Authorized Representative

2212 Issued _____ Sales Office and No. _____ End Serial No. **13**
(12-1-56)
Printed in U.S.A.

AMENDATORY ENDORSEMENT - Other Insurance

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMP.

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-185R

Issued to _____

Endorsement Serial No. 12

Work Units -

Issued

Sales Office & No.

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102

Premium \$
Effective Date
For attachment to Policy or Bond No. LG1-121-010461-185R
Audit Rate
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Steve E. Doonan *Melvin B. Goodwin*
LIBERTY MUTUAL PRESIDENT

Charles A. Hanger

Countersigned by

A. Hanger, Hanger Insurance Agency, Inc.

Work Units 1 -

Issued

Sales Office and No

End. Serial No 11

652
Louisiana
STATE
LIC

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

1. All of the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

Description of Property	Limit of Liability	Rate (per of Limit)	Premium
all non owned premises occupied by the named insured	\$ 250,000	each occurrence	included in composite rate

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$	Included in Composite Rate	<input checked="" type="checkbox"/> LIBERTY MUTUAL INSURANCE COMPANY
Effective Date	Expiration Date	<input type="checkbox"/> LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond No.	LG1-121-010461-185R	
Audit Basis		
Issued to		<i>Anna E. Boorman</i> <i>Melvin B. Goodwin</i> SECRETARY PRESIDENT

G-209

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued _____ Sales Office and No. _____ End Serial No. 10

WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rates

Effective Date

Expiration Date

For attachment to Policy or Bond No.

LG1-121-010461-185R

Audit Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Paul E. Donovan *Malcolm B. Bradburn*

Authorized Representative Authorized Representative

Work Units 1 -

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 9

Form 102

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code
15192

Premium \$ Inclusive in Composite Rates
Effective Date _____ Expiration Date _____
For Attachment to Policy or Bond No. LG1-121-010461-185R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Barbara E. Donovan *William B. Davidson*
SECRETARY PRESIDENT

Work Units - _____

Countersigned by _____
Authorized Representative

L-G2001 (10/1/66) Issued
LC LG LM LO

Sales Office and No. _____

End. Serial No. 8

Printed
in
USA

This endorsement modifies such insurance as is afforded by the policy relating to the following:

Coverage B - Property Damage Liability

DESCRIBED PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

1. This insurance does not apply to injury to or destruction of the described property while in transit.
2. This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the insured or any subcontractor of the insured.
3. This insurance shall not apply to that portion of any loss with respect to which the insured has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
4. (a) The company's obligation under this endorsement to pay damages on behalf of the insured, as the result of one occurrence applies only to the amount of damages in excess of \$1,000.
(b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the insured's duties in the event of any occurrence apply irrespective of the application of the deductible amount.
(c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No. LG1-121-010461-185R
L-G2042 (1-1-73)

Endorsement No. 7
Page 1 of 2

5. The total limit of the company's liability for all damages because of injury to or destruction of property covered under this endorsement is \$ 25,000.

Described Property

Blanket Coverage for any property deemed to be in the insureds care, custody or control.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date Expiration Date

LIBERTY MUTUAL FIRE INSURANCE COMPANY

For attachment to Policy or Bond No. LG1-121-010461-185R

Audit Basis

Issued to

Alan E. Bowman *Melvin B. Bradburn*
V.P. PRESIDENT

L-G2042 (1-1-73)

Work Units 1 -

Countersigned by

Authorized Representative

Issued

Sales Office and No

End. Serial No. 7

Page 2 of 2

Form 102

EXCLUSION
(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

[REDACTED] MA

Premium \$
Effective Date
For attachment to Policy or Bond No
Audit Basis
Issued to

Expiration Date
LG1-121-010461-185R

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Boorman SECRETARY
Malcolm B. Bradshaw PRESIDENT

Work Units

G301 (10/1/66) Issued
LC LG LM

Countersigned by
Authorized Representative

Sales Office and No. End. Serial No. 6

PRINTED
IN
U.S.A.

Interpretation of Notice of Accident Condition

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than sixty days thereafter such cancellation shall be effective."

FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Sawell
TREASURER

Bruce E. Boorman
SECRETARY

Frank L. Sawell
TREASURER

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-185R

Issued to _____

Endorsement Serial No. 5

Work Units -

Issued

Sales Office & No.

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule	
Limits of Liability	\$	500,000 general aggregate
Insured's Participation		0 per cent
22 1/2% of Operations B.I. Premium		
Code 99980		

Premium \$ Included in Composite Rates
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LGL-121-010461-185R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Bowman SECRETARY *Malcolm B. Goodwin* PRESIDENT

Work Units 1 -

Countersigned by _____
 Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 4
 L-G 2050 R1
 (1-1-74)
 LC LG LM LO Printed in USA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any **bodily injury** or **property damage** which does not arise out of (a) operations performed or services furnished by the **named insured** or (b) operations performed for or property furnished to the **named insured** or (c) the maintenance or use of real or personal property owned by or rented to the **named insured** or of easements or other property rights or privileges granted to the **named insured** or (d) the handling or use of or the existence of any condition in the **named insured's products**;
- (2) if the **indemnitee** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of any professional services performed by or for the **indemnitee**, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an **insured contract**, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;
- (3) to any agreement (a) to pay for **property damage** to property owned by, rented to or used by the **indemnitee** arising out of operations performed for the **named insured** by the **indemnitee** or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of **bodily injury** or **property damage** in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the **indemnitee** is an employee of the **named insured**, to pay any amounts or benefits on account of his **bodily injury** in excess of those for which the **named insured** or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the **indemnitee** is an employee of the **named insured**, to pay on behalf of or to indemnify the **indemnitee** with respect to **bodily injury** sustained by a fellow employee arising out of and in the course of his employment by the **named insured**.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**indemnitee**" means the person or organization claiming indemnification from the **named insured**.

"**insured contract**" means any written contract made prior to the **occurrence** giving rise to the **bodily injury** or **property damage** with respect to which indemnification is claimed, but **insured contract** does not include (1) an **incidental contract**, (2) a warranty of fitness or quality of the **named insured's products** or (3) a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an **insured contract** with respect to **bodily injury** or **property damage**.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured**.

Schedule

Limit of Liability \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases Key		Rates		Advance Premiums	
		(a) Per \$100 of Cost (b)	Basis	Coverage A	Coverage B	Coverage A	Coverage B
				(a) Per \$100 of Cost (b)			316
		See Schedule					
Total Advance Premium							

Premium \$ Included in Composite Rate
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-185R
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

David E. Doorman Secretary
Malcolm B. Boddin President

Work Units 1 -

Countersigned by _____
 Authorized Representative

L-G2045 (1/1/73) Issued
 LC LG LM LO
 Page 2 of 2

Sales Office and No. _____

End. Serial No. 3

Printed in U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include [REDACTED], but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
Secretary President

Bruce E. Boorman *Frank L. Sawell*
Secretary President

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LG1-121-010461-185R

Issued to _____

Endorsement Serial No. 2

Work Units 1-

Issued

Sales Office & No.

Name of Insured Endorsement - Item 1

Hopeman Brothers Inc., [REDACTED], [REDACTED]
[REDACTED], Wayne Manufacturing Corporation,
[REDACTED]

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-185R
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Melvin B. Boddin*
LIBERTY MUTUAL FIRE INSURANCE COMPANY PRESIDENT

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 1

Form 102

COMPREHENSIVE GENERAL LIABILITY POLICY

LC1-121-010467 195R

LIBERTY
MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

75-76

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I
GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
 but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

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(1/1/73) USA
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PAGE I

- property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
 - (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
 - (n) to property damage to the named insured's products arising out of such products or any part of such products;
 - (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
 - (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

- (i) an employee of the named insured while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V POLICY TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"bodily injury" means **bodily injury**, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3 Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be implicated by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman

SECRETARY

Melvin B. Bradshaw

PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

- (a) any **nuclear reactor**,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

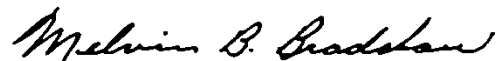
"**property damage**" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY



SECRETARY



PRESIDENT

A0009
G320
10/1/66

SHORT RATE CANCELTION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

THIS POLICY IS NONASSESSABLE.

**OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA**

ST. PIERRE (HBI) -718

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

POLICY NO. LGI- 121-010461-186	TD CODE 33/8	SALES OFFICE Lynbrook	CODE 220	SALES REPRESENTATIVE Sullivan	CODE 7531	N/R 2	1ST YEAR 37
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Item 1. Named Insured Hopeman Brothers Inc. and as per End. No. 1
 Address c/o Fred S. James & Co. of New York Inc., 55 Water St., New York, NY 10041
 The named insured is: Individual , Partnership , Corporation , Other
 Business of named insured is: Contracting

Item 2. Policy Period: From - Mo. 1 Day 1 Year 76 to Mo. 1 Day 1 Year 77
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A—BODILY INJURY LIABILITY	\$ 500,000 each occurrence	\$ [REDACTED]
	\$ 500,000 aggregate	
B—PROPERTY DAMAGE LIABILITY	\$ 250,000 each occurrence	\$ [REDACTED]
	\$ 250,000 aggregate	
MINIMUM PREMIUMS: Bodily Injury Liability \$ Property Damage Liability \$	TOTAL ADVANCE PREMIUM	\$ [REDACTED]

Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base	Rates		Advance Premiums		
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability Code 326 <input type="checkbox"/>	Property Damage Liability Code 327 <input type="checkbox"/>	Property Damage Liability Code 328 <input type="checkbox"/>
[REDACTED] (Total Premium)							
See Schedules Attached							

The policy, including all endorsements issued therewith, is hereby countersigned by [Signature]

Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H.C.	Renewal of	Accounting Entry
1-10	14	3-9-76	S <input checked="" type="checkbox"/> NR <input type="checkbox"/>	4		S <input type="checkbox"/>	LGI- 185	Dividend for Exp. Period

Item 4. *Declarations — Schedule — General Liability Hazards*

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS		
		Sales	Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
			BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
		Discounted Rates				
All Operations of the Named Insured. 15050	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
		Deposit		[REDACTED]	[REDACTED]	

≡ Minimum Premium

Item 4. Declarations — Schedule —
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	SALES	RATES		ADVANCE PREMIUMS	
		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
		Discounted Rates			
All Operations of the Named Insured	15050				
			Deposit		

1 = Minimum Premium

Item 4. Declarations — Schedule —
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS		
		Sales	Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
			BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
		Discounted Rates				
All Operations of the Named Insured	15050					
		Deposit				

M = Minimum Premium

Item 4. Declarations — Schedule —
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS		
		Sales	Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
			BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
		Discounted Rates.				
All Operations of the Named Insured	15050	██████████	██████████	██████████	██████████	
			Deposit	██████████	██████████	

☐ = Minimum Premium

Item 4. Declarations — Schedule —
General Liability Hazards

CLASSIFICATION AND LOCATIONS	SALES	RATES		ADVANCE PREMIUMS	
		Per \$1,000		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
		Discounted Rates			
All Operations of the Named Insured	15050	██████████	██████████	██████████	██████████
			Deposit	██████████	██████████

█ = Minimum Premium

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**

ADDITIONAL INSURED
 (Owners or Contractors)

It is agreed that:


1. The "Persons Insured" provision is amended to include as an insured the person or organization named below (hereinafter called "additional insured"), but only with respect to liability arising out of (1) operations performed for the additional insured by the named insured at the location designated below or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.
2. None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (l) and (m), apply to this insurance.
3. **Additional Exclusions** - This insurance does not apply:
 - (a) to bodily injury or property damage occurring after
 - (1) all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
 - (2) that portion of the named insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
 - (b) to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
 - (c) to property damage to
 - (1) property owned or occupied by or rented to the additional insured,
 - (2) property used by the additional insured,
 - (3) property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
 - (4) work performed for the additional insured by the named insured.
4. **Additional Definition** - When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.

SCHEDULE

Name of Person or Organization
 (Additional Insured)

[Redacted Name]

Location of Covered Operations

[Redacted Location] 

	Premium Bases	Rates	Advance Premium
Bodily Injury Liability	Cost	\$100 of cost	\$
Property Damage Liability	Cost	\$100 of cost	\$
		Total Advance Premium	\$

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ **Included in Composite Rates** LIBERTY MUTUAL INSURANCE COMPANY
 Effective Date **3-17-76** Expiration Date **1-1-77** LIBERTY MUTUAL FIRE INSURANCE COMPANY
 For attachment to Policy or Bond No **LGI-121-010461-186 TD 33/8**
 Audit Basis **4**
 Issued to **Hopeman Brothers Inc.**

Robert E. Bowman *Malcolm O. Bunker*
SECRETARY PRESIDENT

Wash. Units:

Countersigned by _____ Authorized Representative

ISO G116 Ed 1 Issued Ab 4-28-76 Sales Office and No 220 End Serial No 30

AMENDATORY ENDORSEMENT

Waiver of Subrogation

The company hereby agrees that no action of subrogation shall be taken against [REDACTED] for any loss payment arising out of the insured's operations at the [REDACTED]



This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date 3-17-76 Expiration Date 1-1-77 LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond No. LG1-121-010461-186 TD 33/8 LIBERTY MUTUAL FIRE INSURANCE COMPANY
Audit Basis 4
Issued to Hopeman Brothers Inc. *Oliver E. Bowman* *Malcolm B. Goodwin*

Work Units:

Countersigned by _____
Authorized Representative

Issued db 4-28-76 Sales Office and No. 220 End. Serial No. 29

Form 137

Broad Form Named Insured Endorsement

The term "named insured" includes in addition to the person or organization named in Item I of the declarations:

[REDACTED], Wayne Manufacturing Corporation,
[REDACTED], [REDACTED]
and [REDACTED]

and any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item I of the declarations or the aforementioned owns, during the policy period, an interest in such entity of more than fifty per cent (50%).

The person or organization named in Item I of the declarations by acceptance of this policy is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving and receiving of notice of cancellation, the payment of premiums and the receiving of return premiums, if any, and of such dividends as may be declared by the company.

This Endorsement supersedes and replaces Endorsement No. _____



This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date 1-1-76 Expiration Date 1-1-77
For attachment to Policy or Bond No. LG1-121-010461-186 TD 33/8
Audit Basis 4
Issued to Hopeman Brothers Inc.
 LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Paul E. Bowman *Malcolm B. ...*
SECRETARY PRESIDENT

R. D. Harrison

Countersigned by _____
Authorized Representative

Issued db 4-28-76 Sales Office and No. 220 End. Serial No. 28

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE
HOSPITAL PROFESSIONAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE

**AMENDMENT OF PERSONS INSURED PROVISION
DEFINITION OF EXECUTIVE OFFICER
(Louisiana)**

It is agreed that the Persons Insured Provision is amended to include the following definition of executive officer under subdivision (c):
"Executive officer" means only a person holding any of the officer positions created by the charter, constitution or bylaws of the named insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-186
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY
Bruce E. Proctor *Malcolm B. Boddeman*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

ISO G530 Issued Sales Office and No. End. Serial No. 27
(6-1-75)

PREMIUM DISCOUNT ENDORSEMENT
(Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
2. The following elements of the Total Standard Premium are not subject to discount:
 - (a) Any premium for insurance in the state of Louisiana;
 - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
 - (c) Any premium subject to retrospective rating.
3. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
4. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
AEL-121-010461-166	(Hopeman Brothers Inc.)

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LGL-121-010461-186
Audit Basis _____
issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Paul E. Roemer *Malcolm B. Goodwin*
SECRETARY PRESIDENT

Work Units 1 -

Counfsigned by _____
Authorized Representative

2280 R1 Issued Sales Office and No. End. Serial No. 26
12/1/73

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL INSURANCE EXCEPT TO THE EXTENT
OTHERWISE SPECIFICALLY STATED BELOW
OR IN THE POLICY**

COMPOSITE RATING PLAN

It is agreed that:

1. All premiums for this policy shall be computed on the following basis:

Per \$1,000 Sales

2. If under Coverage B—Property Damage Liability—an aggregate limit of the company's liability applies with respect to premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set forth in paragraph 1. above.

Premium \$

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LGL-121-010461-186
issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Sawell

PRESIDENT

Anna E. Boorman

SECRETARY

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- CONTRACTUAL LIABILITY INSURANCE
- MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
- OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
- OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
- STOREKEEPER'S INSURANCE

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

- Maryland
- New Hampshire
- Vermont
- North Carolina

Premium \$
Effective Date
For attachment to Policy or Bond No. LG1-121-010461-186
Expiration Date
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Doorman SECRETARY
Malcolm B. Goodwin PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 23

ISO G521 ED1
(1-1-73)

Printed
in
USA

**Amendatory Endorsement - Notice
(Texas)**

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. **LGl-121-010461-186**
Aught Back _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doornick *Malcolm B. Bradshaw*
SECRETARY PRESIDENT

Week Units 1

Countersigned by
Authorized Representative

ISO-G525
(S 173)

Issued

Sales Office and No.

End. Serial No.

22

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Texas,** the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,324	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	2,308	4.3	5,439	6.8	7,686	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,708	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

Form L-G-5023 (Texas) (10/1/69)

LC LG LM LO

Page 1

Printed in USA

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES -- Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881	12.0	36,667	15.5	67,591	19.0	431,535	22.5
14,308	12.1	37,153	15.6	69,260	19.1	500,000	22.5
14,762	12.2	37,652	15.7	71,013	19.2	Over	
15,246	12.3	38,164	15.8	72,858	19.3	500,000	
15,763	12.4	38,690	15.9	74,800	19.4		
16,316	12.5	39,231	16.0	76,850	19.5		
16,910	12.6	39,788	16.1	79,015	19.6		
17,548	12.7	40,360	16.2	81,305	19.7		
18,236	12.8	40,949	16.3	83,732	19.8		
18,980	12.9	41,556	16.4	86,308	19.9		
19,788	13.0	42,181	16.5	89,048	20.0		
20,667	13.1	42,825	16.6	91,968	20.1		
21,628	13.2	43,489	16.7	95,085	20.2		
22,683	13.3	44,174	16.8	98,422	20.3		
23,847	13.4	44,880	16.9	102,000	20.4		

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 * If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Premium \$
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LG1-121-010461-186
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Doorman Secretary
Malcolm B. Boddison President

Work Units :-

Countersigned by _____ Authorized Representative

Issued Sales Office and No. End. Serial No. 21

Form L-G-5023 (Texas) (10/1/69)
 LC LG LM LO
 Page 2
 Printed in USA

AMENDMENT OF CANCELLATION CONDITION
(Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-186
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Robert E. Dorman *Malvin S. Chodakow*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 20

A0002, G503 (10/70)

Printed
in
USA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- Coverage A—Bodily Injury Liability
- Coverage B—Property Damage Liability

MOBILE EQUIPMENT
(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named insured**.
2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Premium \$
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-186
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Allen E. Dorman *Malcolm B. Gaddaway*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

GS13
LF LG LO LM LX
(10/1/66)

Issued _____ Sales Office and No. _____

End. Serial No. 19

**ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)**

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 48 of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

Premium \$
 Effective Date Expiration Date
 For attachment to Policy or Bond No. **LGI-121-010461-186**
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Blaine E. ... *Melvin B. ...*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

G512, A0013 issued Sales Office and No. End. Serial No. 18
 AE AV AG
 LF LG LO LM LX
 10-1-66

PRINTED IN U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that Exclusion (h) is hereby
eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-186
Audit Basis _____
Issued to _____

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Gene E. Rossman *Malcolm B. Bradshaw*
SECRETARY PRESIDENT

Work Units 1

Countersigned by _____
Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 17

Form 102

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

INCIDENTAL MALPRACTICE ENDORSEMENT

It is agreed that:

- 1. The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
- 2. Exclusion (i) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

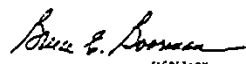
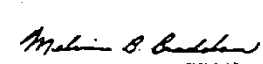
Rating Schedule				
	No.	Code	Rate	Premium
Physicians		80111		
Dentists		80210		
Nurses	1	80998		
			

any nurse

Total Premium \$.....

Premium \$ Included in Composite Rates
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LGL-121-010461-186
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY



SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

L-G 2044 R1 Issued Sales Office and No. End. Serial No. 16
 MB Adv. 002
 (1-1-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COVERAGE A — BODILY INJURY LIABILITY
- COVERAGE B — PROPERTY DAMAGE LIABILITY
- COVERAGE P — PERSONAL INJURY LIABILITY

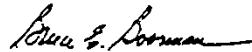
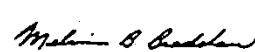
ADDITIONAL INSURED
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury or personal injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
2. To property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

Premium \$ Included in Composite Rates
Effective Date Expiration Date
For attachment to Policy or Bond No. LGL-121-010461-186
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY


SECRETARY

PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

L-G:004 (1/1/73)
LC LG LM LO

Issued

Sales Office and No.

End. Serial No. 15

Printed
in
USA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

ADDITIONAL INSURED
 (Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
 - (a) any express warranty unauthorized by the named insured;
 - (b) bodily injury or property damage arising out of
 - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
 - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
 - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
 - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Premium \$ **Included in Composite Rates**
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. **LG1-121-010461-186**
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Bowman *Malcolm B. Boddie*
VICE PRESIDENT PRESIDENT

Web Form 1

Countersigned by _____
Authorized Representative

G113 (10/1/66) Issued Sales Office and No. End. Serial No. 14
 LC LG LB
PRINTED IN U.S.A.

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (D)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan D forming a part of policy WC2-121-010461-396 issued to Hopeman Brothers Inc. etal

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-186
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Robert E. Doorman *Malcolm B. Coddman*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by _____
Authorized Representative

2212
(12-1-56)
Printed in U.S.A.

Issued

Sales Office and No.

End. Serial No. 13

AMENDATORY ENDORSEMENT - Other Insurance

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-186
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Blair E. Doorman *Malcolm B. Chandler*
SECRETARY PRESIDENT

Work Limits 1

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 12

Form 102

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102
Definition of Executive Officer	ISOG530

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-186
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Malcolm B. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by _____
 Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 11

652
 Louisiana
PRINTED IN U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

1. All of the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

Description of Property	Limit of Liability	Rate (per \$100 of Limit)	Premium
all non owned premises occupied by the named insured	\$25,000	each occurrence	included in composite rate

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate

Effective Date _____ Expiration Date _____

For attachment to Policy or Bond No. LG1-121-010461-186

Audit Basis _____

Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Ben E. Bowman SECRETARY *Malcolm B. Goodwin* PRESIDENT

G-209

Work Units 1 - _____

Countersigned by _____
 Authorized Representative

Issued _____

Sales Office and No. _____

End. Serial No. 10

WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rates

Effective Date

Expiration Date

For attachment to Policy or Bond No. LGL-121-010461-186

Audit Basis

Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Donovan *Malcolm B. Goodwin*
SECRETARY PRESIDENT

Week Units 1

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 9

Form 102

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II. INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Premium \$ Included in Composite Rates
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-186
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Allen E. Bowman *Melvin B. Brennan*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

L-G2001 (10/1/66) Issued
LC LG LM LO

Sales Office and No.

End. Serial No. 8

Printed
in
USA

AMENDATORY ENDORSEMENT

Sixty Day Cancellation Clause

It is agreed that the second sentence of condition II., cancellation is amended to read:

"This policy may be cancelled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than sixty days thereafter such cancellation shall be effective."

This Endorsement shall not be applicable in the event of cancellation for non-payment of premium.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis

Issued to

Expiration Date

LG1-121-010461-186

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Malcolm B. Boudreau*
SECRETARY PRESIDENT

Work Units:

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

7

Form 102

This endorsement modifies such insurance as is afforded by the policy relating to the following:

Coverage B - Property Damage Liability

DESCRIBED PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

1. This insurance does not apply to injury to or destruction of the described property while in transit.
2. This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the insured or any subcontractor of the insured.
3. This insurance shall not apply to that portion of any loss with respect to which the insured has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
4. (a) The company's obligation under this endorsement to pay damages on behalf of the insured, as the result of one occurrence applies only to the amount of damages in excess of \$1,000.
(b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the insured's duties in the event of any occurrence apply irrespective of the application of the deductible amount.
(c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No. LG1-121-010461-186

Endorsement No. 6
Page 1 of 2

L-G2042 (1-1-73)

5. The total limit of the company's liability for all damages because of injury to or destruction of property covered under this endorsement is \$25,000.

Described Property

Blanket Coverage for any property deemed to be in the insureds care, custody or control.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-186

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Audit Basis _____
Issued to _____

Anna E. Boorman *Melvin B. Bradshaw*
SECRETARY PRESIDENT

L-G2042 (1-1-73)

Work Units 1

Countersigned by _____
Authorized Representative

Issued _____

Sales Office and No. _____

End. Serial No. 6

Page 2 of 2

Form 102

Interpretation of Notice of Accident Condition

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. LG1-121-010461-186

Audit Basis

Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Malvin B. Chandler*
CHARTERED SECRETARY

Work Units 1

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

5

Form 102

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;
 "personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liability	\$	500,000	general aggregate
Insured's Participation		0	per cent

Code 99980

Premium \$ Included in Composite Rates
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-186
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Doorman *Malcolm B. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 4
 L-G 2050 R1
 (1-1-74) Printed in U.S.A.
 LC LG LM LO

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

**CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT**

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnify the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Schedule

Limit of Liability - \$ aggregate

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards."

Classification	Code	Premium Bases Key	Rates		Advance Premiums	
			Coverage A	Coverage B	Coverage A	Coverage B
		(a) Per \$100 of Cost (b)	(a) Per \$100 of Cost (b)		316	
		Basis				
		See Schedule				
Total Advance Premium						

Premium \$ Included in Composite Rate
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LGL-121-010461-186
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Doorman *Melvin B. Gardner*
LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL INSURANCE COMPANY

Work Units 1 -

Countersigned by _____
 Authorized Representative

L-G2045 (1/1/73) Issued
 LC LG LM LO
 Page 2 of 2

Sales Office and No. End. Serial No. 3

Printed in U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include [REDACTED], but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LGL-121-010461-186
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Malcolm S. Badden*
SECRETARY PRESIDENT

Week Units 1

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

2

Form 102

Name of Insured Endorsement - Item 1

Hopeman Brothers Inc., [REDACTED]
[REDACTED] Wayne Manufacturing Corporation,
[REDACTED] and [REDACTED]

*and any company that Hopeman Brothers, Inc. or its
subsidiaries has a controlling interest.*

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. **LG1-121-010461-186**
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman *Melvin B. Budden*
SECRETARY PRESIDENT

Week Units 1

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. **1**

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY
MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

76-77

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

- (i) an employee of the named insured while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V POLICY TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile servicing hoist**, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator maintenance agreement**;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe, or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3 Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman

SECRETARY

Melvin B. Bradshaw

PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

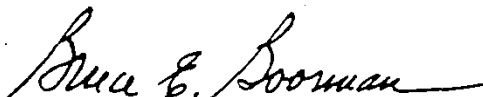
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;


"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY



SECRETARY



PRESIDENT

A0009
G320
10/1/66

PAGE 5

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

POLICY NO. LG1-121-010461-187	TD CODE 33/6	SALES OFFICE Lynbrook	CODE 220	SALES REPRESENTATIVE Champagne	CODE 7541	W/R 2	1ST YEAR 37
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Item 1. Named Insured Hopeman Brothers Inc. and as per End. No. 1

Address c/o Fred S. James & Company, 1000 Sibley Tower, Rochester, NY 14604

The named insured is: Individual , Partnership , Corporation , Other

Business of named insured is: Contracting

Item 2. Policy Period: From Mo. 1 Day 1 Year 77 to Mo. 1 Day 1 Year 78
 12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A -- BODILY INJURY LIABILITY	\$ 500,000 each occurrence	[REDACTED]
	\$ 500,000 aggregate	[REDACTED]
B -- PROPERTY DAMAGE LIABILITY	\$ 500,000 each occurrence	\$ [REDACTED]
	\$ 500,000 aggregate	[REDACTED]
MINIMUM PREMIUMS: Bodily Injury Liability [REDACTED] Property Damage Liability [REDACTED]	TOTAL ADVANCE PREMIUM	\$ [REDACTED]

Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base	Rates		Advance Premiums		
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability	
					Code 326 <input type="checkbox"/>	327 <input type="checkbox"/>	328 <input type="checkbox"/>
[REDACTED] Total Premium)							
See Schedules Attached							

The policy, including all endorsements issued therewith, is hereby countersigned by R. D. Harmon
 Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H.G.	Renewal of	Accounting Entry
1-4	2-9-77	\$	R <input checked="" type="checkbox"/> NR <input type="checkbox"/>	9	LA	S- <input type="checkbox"/>	LG1- 186	\$ Dividend-for Exp. Period

(GPO 2846 R1 (1/1/74) Printed in U.S.A.)

EXHIBIT
45

Item 4. Declarations — Schedule —
 General Liability Hazards

CLASSIFICATION AND LOCATIONS	PREMIUM BASE	RATES		ADVANCE PREMIUMS		
		Unlimited WC Payroll	Per \$100		BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
			BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY		
All Operations of the Named Insured except GA and LA 15050	7,175,000	2.099	2.901	150,603	208,147	
All GA and LA Operations 15050	1,825,000	.473	.527	8,632	9,618	
			Total	159,235	217,765	
			Deposit	39,809	54,441	

M = Minimum Premium

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY STATED BELOW OR IN THE POLICY

COMPOSITE RATING PLAN

It is agreed that:

1. All premiums for this policy shall be computed on the following basis:

Per [redacted] of Unlimited WC Payroll

2. If under Coverage B-Property Damage Liability-an aggregate limit of the company's liability applies with respect to premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set forth in paragraph 1 above.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

For attachment to Policy or Bond No. LG1-121-010461-187

Audit Basis

Issued to

Alan E. Donovan *Melvin B. Chadden*
AGENT PRESIDENT

Work Units 1.

Countersigned by

Authorized Representative

(-)-6003
(10-1-66)

Issued

Sales Office and No.

End. Serial No.

25

Form 102A

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE
HOSPITAL PROFESSIONAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE

**AMENDMENT OF PERSONS INSURED PROVISION
DEFINITION OF EXECUTIVE OFFICER**

ALABAMA

LOUISIANA

It is agreed that the Persons Insured Provision is amended to include the following definition of executive officer under subdivision (c):

"Executive officer" means only a person holding any of the officer positions created by the charter, constitution or bylaws of the named Insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. IGL-121-010461-187
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Blair E. Doorman *Melvin S. Buckler*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

ISO G530
(6-1-75)

Issued

Sales Office and No.

End. Serial No. 24

AMENDMENT OF CANCELLATION CONDITIONS ENDORSEMENT

It is agreed that the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the Named Insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the named insured at the last address of record, written notice stating when not less than thirty days thereafter such cancellation shall be effective; provided that, this policy may be cancelled by the company by mailing to the named insured at the last address of record, written notice stating:

1. when not less than fifteen days thereafter such cancellation shall be effective, if the policy insures a commercial or industrial concern, or
2. when not less than ten days thereafter such cancellation shall be effective, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit, or
3. when not less than ten days thereafter such cancellation shall be effective, if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by such insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro-rata. Premium adjustment shall be made within 15 days of notice of cancellation, unless an audit or rate investigation is required in which case such premium adjustment shall be made as soon as practicable, but payment or tender of unearned premium is not a condition of cancellation.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

David E. Doorman SECRETARY
Malcolm S. Goodwin PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

G526
(3 74)

Issued

Sales Office and No.

End. Serial No.

23

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE**

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

- Maryland
New Hampshire
Vermont

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Signatures of Secretary and President

Work Units 1 -

Countersigned by Authorized Representative

Issued Sales Office and No. End. Serial.No. 22

ISO G521 ED1 (1-1-73)
Printed in USA

Amendatory Endorsement - Notice
(Texas)

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No.

LGI-121-010461-187

Amount Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman
SECRETARY

Malcolm B. Baskin
PRESIDENT

Work Order #

Countersigned by

Authorized Representative

ISO-G525
(S 173)

Issued

Sales Office and No.

End. Serial No.

21

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
 (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas.**
 - (a) **For policy periods of one year or less —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year —** The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Texas,** the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES**
 (General Liability)

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	2,308	4.3	5,439	6.8	7,686	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,706	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES — Continued

Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Percentage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881	12.0	36,667	15.5	67,591	19.0	431,535	22.5
14,308	12.1	37,153	15.6	69,260	19.1	500,000	22.5
14,762	12.2	37,652	15.7	71,013	19.2	Over	
15,246	12.3	38,164	15.8	72,858	19.3	500,000	
15,763	12.4	38,690	15.9	74,800	19.4		
16,316	12.5	39,231	16.0	76,850	19.5		
16,910	12.6	39,788	16.1	79,015	19.6		
17,548	12.7	40,360	16.2	81,305	19.7		
18,236	12.8	40,949	16.3	83,732	19.8		
18,980	12.9	41,556	16.4	86,308	19.9		
19,788	13.0	42,181	16.5	89,048	20.0		
20,667	13.1	42,825	16.6	91,968	20.1		
21,628	13.2	43,489	16.7	95,085	20.2		
22,683	13.3	44,174	16.8	98,422	20.3		
23,847	13.4	44,880	16.9	102,000	20.4		

NOTE: For premium not shown use the value for the next lower premium stated in the table.
 * If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premium

Premium \$
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LG1-121-010461-187
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Doorman *Malcolm S. Cardigan*
 SECRETARY PRESIDENT

Work Units 1 -

Countersigned by Authorized Representative

Issued Sales Office and No. End. Serial No 20

Form L-G-5023 (Texas) (10/1/69)
 LC LG LM LO
 Page 2
 Printed in USA

**AMENDMENT OF CANCELLATION CONDITION
(Michigan)**

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LGL-121-010461-187
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Paul E. Boorman SECRETARY
Malvin S. Bradsher PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 19

G503 (10/70)

Printed
at
11:58

ACTION AGAINST COMPANY AMENDMENT
(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

Premium \$ _____
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Paul E. Bowman *Michael B. Badolami*
SECRETARY PRESIDENT

Work Units 1 -

G512, A0013 Issued
AE AV AG
LF LG LO LM LX
10-1-66

PRINTED
IN
U.S.A.

Countersigned by _____
Authorized Representative

Sales Office and No. _____ End. Serial No. 17

AMENDATORY ENDORSEMENT

It is agreed that Exclusion (h) is hereby eliminated
from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Allen E. Bowman *Malcolm S. Bradshaw*
12-10-1987 12-10-1987

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 16

Form 102

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

INCIDENTAL MALPRACTICE ENDORSEMENT

It is agreed that:

1. The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
2. Exclusion (i) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

Rating Schedule			
No.	Code	Rate	Premium
Physicians	80111		
Dentists	80210		
Nurses	80998		
		
			Total Premium \$.....

Premium \$ Included in Composite Rates
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LG1-121-010461-187
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Allen E. Bowman *Melvin B. Bradshaw*
SECRETARY PRESIDENT

Work Units

Countersigned by

Authorized Representative

L-G 2044 R1 Issued Sales Office and No. End. Serial No. 15
 MB Adv. 002
 (1 1 74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

ADDITIONAL INSURED
(Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
 - (a) any express warranty unauthorized by the named insured;
 - (b) bodily injury or property damage arising out of
 - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
 - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
 - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
 - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Premium \$ Included in Composite Rates
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY

Oliver E. Bowman *Malcolm B. Goodwin*
SECRETARY PRESIDENT

Work Unit 1

Countersigned by _____
Authorized Representative

G113 (10/1/66)
LC LG LB

Issued

Sales Office and No

End. Serial No. 13

PRINTED
IN
U.S.A.

AMENDATORY ENDORSEMENT - Other Insurance

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Paul E. Doorman *Melvin S. Goodwin*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 12

Form 102

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102
Definition of Executive Officer	ISOG530

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LG1-121-010461-187
 Audit Basis _____
 Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Melvin B. Bradshaw*
SECRETARY PRESIDENT
Louis J. Wallace, Jr.

Work Units 1 -

Countersigned by
 Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 11

652
Louisiana
PRINTED IN U.S.A.

RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN (D)
Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan D forming a part of policy WC2-121-010461-397 TD33/7 issued to the named insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Boorman *Melvin B. Chandler*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

2212
(12-1-56)
Printed in U.S.A.

Issued

Sales Office and No.

End. Serial No.

10

WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rates
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Barbara E. Doorman *Melvin S. Gaddan*
***** PH 548 91

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 9

Form 302

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY
COVERAGE P — PERSONAL INJURY LIABILITY

FOREIGN COVERAGE ENDORSEMENT

It is agreed that:

I POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

II INVESTIGATION; DEFENSE; SETTLEMENT — FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Premium \$ **Included in Composite Rates**
Effective Date _____ Expiration Date _____
For attachment to Policy or Bond No. **LG1-121-010461-187**
Audit Basis _____
Issued to _____

LIBERTY MUTUAL INSURANCE COMPANY
Oliver E. Bowman *Malcolm S. Goodwin*
SECRETARY PRESIDENT

Work Unit 1

Countersigned by
Authorized Representative

LG2001 (10/1/66) Issued
LC LG LM LO
Printed in U.S.A.

Sales Office and No. _____ End. Serial No. **8**

This endorsement modifies such insurance as is afforded by the policy relating to the following:

Coverage B - Property Damage Liability

DESCRIBED PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

1. This insurance does not apply to injury to or destruction of the described property while in transit.
2. This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the insured or any subcontractor of the insured.
3. This insurance shall not apply to that portion of any loss with respect to which the insured has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
4. (a) The company's obligation under this endorsement to pay damages on behalf of the insured, as the result of one occurrence applies only to the amount of damages in excess of \$1,000.
(b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the insured's duties in the event of any occurrence apply irrespective of the application of the deductible amount.
(c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company

Policy No.: LG1-121-010461-187

Endorsement No. 6

L-G2042 (1-1-73)

Page 1 of 2

5. The total limit of the company's liability for all damages because of injury to or destruction of property covered under this endorsement is \$25,000.

Described Property

Blanket Coverage for any property deemed to be in the insureds care, custody or control.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate
Effective Date Expiration Date
For attachment to Policy or Bond No. LGL-121-010461-187
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman Secretary
Malcolm B. Chandler President

L-G2042 (1-1-73)

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 6

Page 2 of 2 .

Form-102

Interpretation of Notice of Accident Condition

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

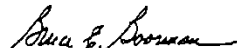

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis
Issued to

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY


SECRETARY

PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 5

Form 102

**PERSONAL INJURY LIABILITY INSURANCE
 ENDORSEMENT**

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the **named insured** as follows:

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of **personal injury**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to **personal injury** arising out of:

- (a) acts committed by or at the direction of the **insured** for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;
- (d) discrimination which is unlawful or which is committed by or at the direction of the **insured**.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"**damages**" also includes any **damages** which are payable because of **personal injury** to which this policy applies;

"**personal injury**" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "**personal injury**" shall not include injury included within the definitions of "**bodily injury**" and "**property damage**."

	Schedule	
Limits of Liability	5 500,000	general aggregate
Insured's Participation	0	per cent

Code 99980

Premium \$ Included in Composite Rates

Effective Date

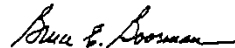

Expiration Date

File attachment to Policy or Bond No. LG1-121-010461-187

Audit Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

 SECRETARY
  PRESIDENT

Work Units 1

Countersigned by
 Authorized Representative

L-G 2050 R1

(1-1-74)

LC 1(1) IM LO

Issued

Printed in U.S.A.

Sales Office and No.

End. Serial No.

4

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY
COVERAGE B — PROPERTY DAMAGE LIABILITY

**CONTRACTUAL LIABILITY INSURANCE
ENDORSEMENT**

(All Written Contracts Except Incidental Contracts)

It is agreed that:

I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any **bodily injury or property damage** which does not arise out of (a) operations performed or services furnished by the **named insured** or the operations performed for or property furnished to the **named insured** or (c) the maintenance or use of real or personal property owned by or rented to the **named insured** or of easements or other property rights or privileges granted to the **named insured** or (d) the handling or use of or the existence of any condition in the **named insured's products**;
- (2) if the **indemnitee** is an architect, engineer or surveyor, to **bodily injury or property damage** arising out of any professional service performed by or for the **indemnitee**, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an **insured contract**, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury or property damage**;
- (3) in any agreement (a) to pay for **property damage** to property owned by, rented to or used by the **indemnitee** arising out of operations performed for the **named insured** by the **indemnitee** or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amount or benefits on account of **bodily injury or property damage** in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the **indemnitee** is an employee of the **named insured**, to pay any amount or benefits on account of his **bodily injury** in excess of those for which the **named insured** or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or for if the **indemnitee** is an employee of the **named insured**, to pay on behalf of or to indemnify the **indemnitee** with respect to **bodily injury** sustained by a fellow employee arising out of and in the course of his employment by the **named insured**.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**indemnitee**" means the person or organization claiming indemnification from the **named insured**.

"**insured contract**" means any written contract made prior to the occurrence giving rise to the **bodily injury or property damage** with respect to which indemnification is claimed, but **insured contract** does not include (1) an **incidental contract**, (2) a warranty of fitness or quality of the **named insured's products** or (3) a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an **insured contract** with respect to **bodily injury or property damage**.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured**.

AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include [REDACTED], but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. LG1-121-010461-187

Audit Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Steve E. Doonan *Malcolm B. Bradshaw*
AGENT AUTHORIZED REPRESENTATIVE

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 2

Form 102

Broad Form Named Insured Endorsement

The term "named insured" includes in addition to the person or organization named in Item 1 of the declarations:

[Redacted] , Wayne Manufacturing Corporation, [Redacted]
[Redacted]

and any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item 1 of the declarations or the aforementioned owns, during the policy period, an interest in such entity of more than fifty per cent (50%).

The person or organization named in Item 1 of the declarations by acceptance of this policy is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving and receiving of notice of cancellation, the payment of premiums and the receiving of return premiums, if any, and of such dividends as may be declared by the company.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-121-010461-187
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Allen E. Bowman *Michael S. Bredeman*
AGENT PRESIDENT

Work Units 1 ..

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No 1

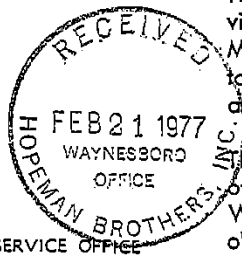
COMPREHENSIVE GENERAL LIABILITY POLICY

THIS POLICY CLASSIFIED IN DIVIDEND CLASS 1 GENERAL CLASS

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON



The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

- but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

- property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
 - (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
 - (n) to property damage to the named insured's products arising out of such products or any part of such products;
 - (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
 - (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

- (i) an employee of the named insured while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V POLICY TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile servicing hoist**, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator maintenance agreement**;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3 **Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 **Insured's Duties in the Event of Occurrence, Claim or Suit**

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 **Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7 **Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8 **Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

9 **Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10 **Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11 **Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12 **Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13 **Mutual Policy Conditions** This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Melvin B. Bradshaw
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- (3) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

- (a) any **nuclear reactor**,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

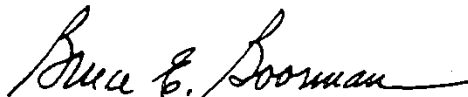
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

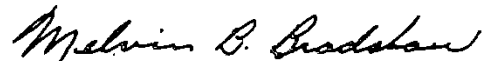
"**property damage**" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY



SECRETARY



PRESIDENT

A0009
G320
10/1/66

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SHORT RATE CANCELTATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-166
2	6	157-160
3- 4	7	161-164
5- 6	8	165-167
7- 8	9	168-171
9- 10	10	172-175
11- 12	11	176-178
13- 14	12	179-182 (6 mos.)
15- 16	13	183-187
17- 18	14	188-191
19- 20	15	192-196
21- 22	16	197-200
23- 25	17	201-205
26- 29	18	206-209
30- 32 (1 mo.)	19	210-214 (7 mos.)
33- 36	20	215-218
37- 40	21	219-223
41- 43	22	224-228
44- 47	23	229-232
48- 51	24	233-237
52- 54	25	238-241
55- 58	26	242-246 (8 mos.)
59- 62 (2 mos.)	27	247-260
63- 66	28	251-255
66- 69	29	256-260
70- 73	30	261-264
74- 76	31	265-269
77- 80	32	270-273 (9 mos.)
81- 83	33	274-278
84- 87	34	279-282
88- 91 (3 mos.)	35	283-287
92- 94	36	288-291
95- 98	37	292-296
99-102	38	297-301
103-105	39	302-305 (10 mos.)
106-109	40	306-310
110-113	41	311-314
114-116	42	315-319
117-120	43	320-323
121-124 (4 mos.)	44	324-328
125-127	45	329-332
128-131	46	333-337 (11 mos.)
132-135	47	338-342
136-138	48	343-346
139-142	49	347-351
143-146	50	352-355
147-149	51	356-360
150-153 (6 mos.)	52	361-365 (12 mos.)

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY



THIS POLICY IS NONASSESSABLE.

**OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA**



400 POYDRAS STREET
SUITE 1200
NEW ORLEANS, LA. 70130

PHONE: 504.524.5510
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Blaine A. Moore, Esq.
bmoore@courington-law.com

August 9, 2011

VIA U.S. MAIL

Gerolyn Roussel, Esq.
Roussel & Clement
1714 Cannes Dr.
La Place, LA 70968

RE: Wayne Joseph St. Pierre v. Northrop Grumman Ship Systems, Inc., et al
C.A. No. 09-12001, Div. G-11
Civil District Court for Orleans Parish, Louisiana
Our File No.: 200100-05184 (HB)
200100-25184 (LM/Wayne)

Dear Gerolyn:

Enclosed please find a copy of correspondence sent to Gary A. Lee, Esq. and documents provided in response to Albert Bossier, Jr. and J. Melton Garrett's Notice of 1442 Deposition and Subpoena Duces Tecum served on Hopeman Brothers, Inc. in the above-referenced matter.

With kind regards, I remain

Very truly yours,

Blaine A. Moore

BAM/cwd
Enclosures

EXHIBIT

46



400 POYDRAS STREET
SUITE 1200
NEW ORLEANS, LA. 70130

PHONE: 504.524.5510
FACSIMILE: 504.524.7887

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Blaine A. Moore, Esq.
bmoore@courington-law.com

August 8, 2011

VIA HAND DELIVERY

Gary Lee, Esq.
Lee, Futrell & Perles
201 St. Charles Ave., Ste. 4120
New Orleans, LA 70170

Re: *Wayne Joseph St. Pierre v. Asbestos Defendants, et al*
C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish
Our File Nos.: 200100-05184 (HB, Inc.)
200100-25184 (LM/Wayne)

Dear Gary:

Enclosed please find a letter from Charles N. Johnson, Jr.'s personal physician, Dr. Evan J. Wenger, stating that Charlie, who is 83 years old, is unable to sit for a deposition and unable to testify in any capacity due to the stroke he had in 2010. As you are aware, Charlie Johnson has been the designated corporate representative of Hopeman Brothers, Inc. for many years.

We appreciate your position relative to a corporate deposition and are providing you with both the original Affidavit from Liberty Mutual Insurance Co. as to the certain "verified" Wayne policies previously produced and an affidavit from Kaye N. Courington as to the authenticity of the policies issued to Hopeman and Wayne that were located in Hopeman's files pursuant to your most recent subpoena, which are contained in the enclosed compact disk. Having these documents in hand should satisfy any questions of authenticity. I note that Liberty Mutual has advised that the Policy Certification Forms (you also requested the originals) do not issue with a "wet" signature. Consequently, you have the correct Policy Certification Forms for the certain "certified" policies previously produced.

Your Corporate Deposition Notice was non-specific as to other areas of inquiry except to generally specify someone to discuss insurance policies. Under the circumstances, considering Mr. Johnson's illness, we have no choice except to file another Motion to Quash and for Protective Order along with a Motion to Suspend or Continue the Corporate Deposition until a hearing can be had on the Motion to Quash.

Gary A. Lee, Esq.
August 8, 2011
Page 2

Should you have any questions or concerns regarding the enclosed, please do not hesitate to contact my office.

With kindest regards, I remain

Very truly yours,

Blaine A. Moore
Blaine A. Moore / *CLM*

BAM/LOO/cwd
Enclosures

Name: _____
Acknowledgement of receipt.

Evan Wenger, M.D.
Shenandoah Valley Neurological
70 Medical Center Dr., Ste. 206
Fishersville, VA 22939
Telephone: (540) 932-5878
Facsimile: (540) 332-5876

August 4, 2011


RE: Charles Johnson, Jr.
DOB: 5/5/1928

To Whom It May Concern:

Mr. Johnson is a patient of mine since 2010 after he sustained a left thalamic intracranial hemorrhage. I am his neurologist. He cannot travel due to right sided weakness from the bleed. Furthermore, he has dementia that affects his memory which would impair his ability to give a clear and accurate deposition.

I am available if there are further questions or concerns.

Sincerely,


Evan Wenger, M.D.

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

KAYE N. COURINGTON, ESQUIRE

who upon being duly sworn, did say the following:

1. That she is of the age of majority and is capable to make this attestation;
2. That she has personal knowledge of the matters attested to herein;
3. That she is National Counsel for Hopeman Brothers, Inc.;
4. That the insurance policies identified in the Policy Index attached as Exhibit "A," which are being produced in the matter of *Wayne Joseph St. Pierre vs. Northrop Grumman Shipbuilding, Inc., et al.*, filed in the Civil District Court for the Parish of Orleans, bearing docket number 09-12001, Division "G," Section 11, are to the best of her knowledge true, and correct authentic policies of insurance issued to Hopeman Brothers, Inc. and/or Wayne Manufacturing Corporation by Liberty Mutual Insurance Company and other insurance companies;
5. That these policies were transmitted to her by Hopeman Brothers, Inc.;
6. To the best of her knowledge, these policies were kept in the ordinary course of business by Hopeman Brothers, Inc.;
7. That no further policies for this time period have been located; and
8. Hopeman Brothers, Inc. does not waive any other objections and is not stipulating as to what coverages may or may not exist or as to interpretation of policy terms. Therefore, Hopeman Brothers, Inc. reserves any other objections that do currently

or may in the future exist as to the documents admissibility in this case or any other matter.

This 8th day of August, 2011.



KAYE N. COURINGTON, ESQUIRE

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 8th DAY OF AUGUST, 2011.



NOTARY PUBLIC

Louis O. Oubre
Notary Public ID# 58831
LA Bar # 25202
Parish of Orleans
Statewide Jurisdiction
400 Poydras St., Ste. 1200
New Orleans, LA 70130
My Commission Issued for Life

Wayne Joseph St. Pierre, et al v. NGSS, et al
 C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish

**LIBERTY MUTUAL INSURANCE POLICIES
 PROVIDED TO GARY LEE FROM HB FILES**

	Insurance Policy No.	Policy Period
1	LP-1021-300988-39R	3/1/59 to 3/1/60
2	LP1-121-207107-30R	11/7/60 to 3/1/61
3	LP1-121-040461-053R	3/1/63 to 3/1/64
4	LP1-121-012514-023R	3/1/63 to 3/1/64
5	LP1-121-010461-054R	3/1/64 to 3/1/65
6	LP1-121-010461-114R	3/1/64 to 3/1/65
7	LP1-121-010461-205R	1/1/65 to 1/1/66
8	LP1-121-01046-185R	1/1/65 to 1/1/66
9	LP1-121-010461-186R	1/1/66 to 1/1/67
10	LP1-121-010461-206R	1/1/66 to 1/1/67
11	LG1-121-010461-187R	1/1/67 to 1/1/68
12	LG1-121-010461-207R	1/1/67 to 1/1/68
13	LG1-121-010461-188R	1/1/68 to 1/1/69
14	LG1-121-010461-208R	1/1/68 to 1/1/69
15	LG1-121-010461-189R	1/1/69 to 1/1/70
16	LG1-121-010461-209R	1/1/69 to 1/1/70
17	LG1-121-010461-180R	1/1/70 to 1/1/71
18	LG1-121-010461-200R	1/1/70 to 1/1/71
19	LG1-121-010461-181R	1/1/71 to 1/1/72
20	LG1-121-010461-201R	1/1/71 to 1/1/72
21	LG1-121-010461-182R	1/1/72 to 1/1/73
22	LG1-121-010461-202R	1/1/72 to 1/1/73
23	GL-26-9655	9/1/72 to 4/2/73
24	LG1-121-010461-183R	1/1/73 to 1/1/74
25	LG1-121-010461-203R	1/1/73 to 1/1/74
26	LG1-121-010461-184R	1/1/74 to 1/1/75



Wayne Joseph St. Pierre, et al v. NGSS, et al
 C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish

LIBERTY MUTUAL INSURANCE POLICIES
PROVIDED TO GARY LEE FROM HB FILES

	Insurance Policy No.	Policy Period
27	LG1-121-010461-185R	1/1/75 to 1/1/76
28	LG1-121-010461-186	1/1/76 to 1/1/77
29	LG1-121-010461-187	1/1/77 TO 1/1/78
30	LE1-121-010461-314R	3/14/74 to 3/14/77
31	OIXN 541WCA	3/14/74 to 3/14/77
32	OIXN 542WCA	3/28/74 to 3/14/77
33	RDX 889-44-50	2/14/71 to 3/14/74
34	RDX 8937181	3/14/74 to 3/14/77
35	XBC 41712	2/14/68 to 3/14/71
36	XLX 1202681	3/28/74 to 3/14/77
37	HEC 9793669	3/14/71 to 4/14/74
38	HEC 4495647	3/28/74 to 3/14/77
39	HEC 9006897	10/30/75 to 3/14/77
40	XBC 1818	1/29/65 to 2/29/68
41	XCP 3721	3/14/71 to 3/14/74
42	NSX 9220	2/14/71 to 3/14/74
43	XCP 3914	4/2/73 to 3/14/77
44	GC 403005	3/9/71 to 3/14/74
45	GC 5500415	3/14/74 to 3/14/77
46	CU 7631	3/2/67 to 4/2/70
47	CU. 8736	2/14/68 to 3/14/71
48	CU.8737	2/14/68 to 3/14/71
49	CU. 8743	2/14/68 to 3/14/71
50	CX.2946	4/2/70 to 4/2/73
51	K 22908	4/2/70 to 4/2/73
52	4SX010215	3/14/74 to 3/14/77

Wayne Joseph St. Pierre, et al v. NGSS, et al
C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish

LIBERTY MUTUAL INSURANCE POLICIES
PROVIDED TO GARY LEE FROM HB FILES

	Insurance Policy No.	Policy Period
53	XL 111 017055274-5	3/14/74 to 3/14/77
54	XL 111 017052974-3	3/28/74 to 3/14/77
55	M81707	3/28/74 to 3/14/77
56	NSX 12057	3/14/74 to 3/14/77
57	590XA6116	3/14/74 to 3/14/77
58	CUP-2669174	1/29/65 to 1/29/68

CIVIL DISTRICT COURT FOR THE PARISH OF NEW ORLEANS
STATE OF LOUISIANA

WAYNE JOSEPH ST. PIERRE,)
)
Plaintiff,)
) Cause No.: 2009-12001
-vs-)
)
NORTHROP GRUMMAN SHIPBUILDING, INC.,)
Et al.)
Defendants.)
)

AFFIDAVIT OF PATRICIA FAUNCE

STATE OF MAINE §
§
COUNTY OF ANDROSCOGGIN §

Before me, the undersigned authority, Patricia Faunce personally appeared, who being by me duly sworn, deposed as follows:

1. My name is Patricia Faunce, I am of sound mind, capable of making this affidavit, and am personally acquainted with the facts stated herein:
2. I am employed by Liberty Mutual Insurance Group ("Liberty Mutual") at 1775 Lisbon Road, Lewiston, Maine, 04240, and the facts stated in this Affidavit have become known to me through my employment therewith.
3. I have been employed by Liberty Mutual since 1973. I currently hold the title of Manager, Commercial Markets Underwriting Support Operations, and am responsible for policy and audit production and have held this position since July 2010.
4. I have access to various internal database systems which I can use to attempt to verify and confirm whether or not a Liberty Mutual entity has issued a particular policy.
5. I have cross-referenced the policy numbers set forth in this paragraph with our internal database system that tracks policy numbers and have confirmed that Liberty Mutual

Insurance Company issued policy LG1-121-010461-184 for the period 01-01-84 to 01-01-85 in the regular course of business as stated above:

6. Attached hereto are copies of documents which I have been informed were provided to Liberty Mutual by counsel Louis O. Oubre in a capacity other than as counsel for Liberty Mutual in this matter, alleged to comprise copies or partial copies of policies issued by Liberty Mutual under which Wayne Manufacturing Company was insured for the following periods:

LP1-121-012514-023R	03-01-63 to 03-01-64
LP1-121-010461-114R	07-21-64 to 03-01-65
LP1-121-010461-205R	01-01-65 to 01-01-66
LP1-121-010461-206R	01-01-66 to 01-01-67
LG1-121-010461-207R	01-01-67 to 01-01-68
LG1-121-010461-208R	01-01-68 to 01-01-69
LG1-121-010461-189	01-01-79 to 01-01-80
LG1-121-010461-180	01-01-80 to 01-01-81
LG1-121-010461-181	01-01-81 to 01-01-82
LG1-121-010461-182	01-01-82 to 01-01-83
LG1-121-010461-183	01-01-83 to 01-01-84
LG1-121-010461-184	01-01-84 to 01-01-85

7. I have cross-referenced the policy numbers set forth in the preceding paragraph with our internal database system that tracks policy numbers and, except as provided in paragraph 5, have been unable to confirm that Liberty Mutual issued such policies.

8. I also have been informed that Liberty Mutual has conducted a search of its records for policies with the policy numbers set forth in paragraph 6 and has

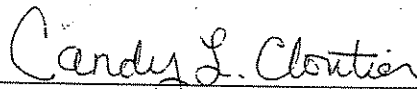
been unable to locate copies of such policies. In the absence of a policy in its original form held by Liberty Mutual in the regular course of business, Liberty Mutual is unable to certify a policy as a true and complete copy of a policy issued by Liberty Mutual.

9. Though I cannot certify any of the attached documents constitute true and complete copies of policies issued by Liberty Mutual, based on my review of the documents provided, I acknowledge that the documents appear to be forms used by Liberty Mutual in connection with the issuance of policies in the regular course of business for the time periods referenced.



Affiant

In witness whereof I have hereunto subscribed my name and affixed my official seal this 31st day of April, 2011.



Notary Public, State of Maine

My commission expires:

September 17, 2017

FILED
JUL 16 PM 1:52
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

2021-
NUMBER: 06076

DIVISION " D "

SEC: " 12 "

FRANK P. RAGUSA, JR.

versus

LOUISIANA INSURANCE GUARANTY ASSOCIATION; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); ALBERT BOSSIER, JR.; BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; THE MCCARTY CORPORATION (SUCCESSOR TO MCCARTY BRANTON, INC., AND PREDECESSOR AND SUCCESSOR TO MCCARTY INSULATION SALES, INC.); TAYLOR-SEIDENBACH, INC.; CBS CORPORATION (f/k/a WESTINGHOUSE ELECTRIC CORP.); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY; SHELL OIL COMPANY; THE DOW CHEMICAL COMPANY; EXXON MOBIL CORPORATION (formerly EXXON CORPORATION, formerly HUMBLE OIL & REFINING COMPANY, formerly ESSO STANDARD OIL COMPANY, formerly STANDARD OIL COMPANY OF NEW JERSEY); WYETH HOLDINGS, LLC (f/k/a WYETH HOLDINGS CORPORATION, f/k/a AMERICAN CYANAMID COMPANY); ZENECA, INC. (Successor by merger to RUBICON CHEMICALS, INC.); BP PRODUCTS NORTH AMERICA, INC. (f/k/a BP EXPLORATION & OIL, INC., f/k/a BP OIL, INC.); MURPHY OIL USA, INC.; EXXONMOBIL OIL CORPORATION (f/k/a MOBIL OIL CORPORATION); HEXION, INC. (f/k/a MOMENTIVE SPECIALTY CHEMICALS, INC, f/k/a HEXION SPECIALTY CHEMICALS, INC. f/k/a BORDEN CHEMICAL, INC. f/k/a BORDEN, INC. f/k/a THE BORDEN COMPANY); UNION CARBIDE CORPORATION; ENTERGY LOUISIANA, LLC (f/k/a LOUISIANA POWER & LIGHT); PHARMACIA LLC (INDIVIDUALLY AND AS SUCCESSOR TO PHARMACIA CORPORATION, MONSANTO COMPANY, SUCCESSOR TO MONSANTO CHEMICAL COMPANY, AND SUCCESSOR TO LION OIL COMPANY); AIR PRODUCTS AND CHEMICALS, INC.; MARATHON PETROLEUM COMPANY LP; OCCIDENTAL CHEMICAL CORPORATION (formerly, HOOKER CHEMICALS & PLASTICS CORP., formerly, HOOKER CHEMICAL CORPORATION); RILEY POWER, INC. (formerly BABCOCK BORSIG POWER, INC. formerly DB RILEY, INC., formerly RILEY STOKER CORPORATION); LEGACY VULCAN, LLC; SYNGENTA CROP PROTECTION, LLC (f/k/a SYNGENTA CROP PROTECTIONS, INC., SUCCESSOR IN INTEREST TO NOVARTIS CROP PROTECTION, INC., SUCCESSOR IN INTEREST TO CIBA-GEIGY CORPORATION); CF INDUSTRIES NITROGEN, LLC; FMC CORPORATION (successor by merger to LINK-BELT COMPANY); THE MANITOWOC COMPANY, INC.; CATERPILLAR GLOBAL MINING, LLC (as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company); TEREX CORPORATION (successor to American Crane Corporation, f/k/a American Hoist & Derrick)

FILED: _____
DEPUTY CLERK

PETITION FOR DAMAGES

The petition of Frank P. Ragusa, Jr., a person of the full age of majority and resident of the State of Louisiana, with respect represents:

1.

Defendants, Eagle, Inc. and Taylor-Seidenbach, Incorporated, are domestic corporations with their registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of

Eagle, Inc., Taylor-Seidenbach, Incorporated, and The McCarty Corporation occurred in the Parish of Orleans. Moreover, C. Edwin Hartzman and Hettie Dawes Eaves were domiciled in Orleans Parish at the time of their deaths. Additionally, Mr. Ragusa was exposed to asbestos in the Parish of Orleans and received injury in the Parish of Orleans. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure Articles 42, 73, and 74.

2.

LOUISIANA INSURANCE GUARANTY ASSOCIATION; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); ALBERT BOSSIER, JR.; BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; THE MCCARTY CORPORATION (SUCCESSOR TO MCCARTY BRANTON, INC., AND PREDECESSOR AND SUCCESSOR TO MCCARTY INSULATION SALES, INC.); TAYLOR-SEIDENBACH, INC.; CBS CORPORATION (f/k/a WESTINGHOUSE ELECTRIC CORP.); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY; SHELL OIL COMPANY; THE DOW CHEMICAL COMPANY; EXXON MOBIL CORPORATION (formerly EXXON CORPORATION, formerly HUMBLE OIL & REFINING COMPANY, formerly ESSO STANDARD OIL COMPANY, formerly STANDARD OIL COMPANY OF NEW JERSEY); WYETH HOLDINGS, LLC (f/k/a WYETH HOLDINGS CORPORATION, f/k/a AMERICAN CYANAMID COMPANY); ZENECA, INC. (Successor by merger to RUBICON CHEMICALS, INC.); BP PRODUCTS NORTH AMERICA, INC. (f/k/a BP EXPLORATION & OIL, INC., f/k/a BP OIL, INC.); MURPHY OIL USA, INC.; EXXONMOBIL OIL CORPORATION (f/k/a MOBIL OIL CORPORATION); HEXION, INC. (f/k/a MOMENTIVE SPECIALTY CHEMICALS, INC, f/k/a HEXION SPECIALTY CHEMICALS, INC. f/k/a BORDEN CHEMICAL, INC. f/k/a BORDEN, INC. f/k/a THE BORDEN COMPANY); UNION CARBIDE CORPORATION; ENTERGY LOUISIANA, LLC (f/k/a LOUISIANA POWER & LIGHT); PHARMACIA LLC (INDIVIDUALLY AND AS SUCCESSOR TO PHARMACIA CORPORATION, MONSANTO COMPANY, SUCCESSOR TO MONSANTO CHEMICAL COMPANY, AND SUCCESSOR TO LION OIL COMPANY); AIR PRODUCTS AND

CHEMICALS, INC.; MARATHON PETROLEUM COMPANY LP; OCCIDENTAL CHEMICAL CORPORATION (formerly, HOOKER CHEMICALS & PLASTICS CORP., formerly, HOOKER CHEMICAL CORPORATION); RILEY POWER, INC. (formerly BABCOCK BORSIG POWER, INC. formerly DB RILEY, INC., formerly RILEY STOKER CORPORATION); LEGACY VULCAN, LLC; SYNGENTA CROP PROTECTION, LLC (f/k/a SYNGENTA CROP PROTECTIONS, INC., SUCCESSOR IN INTEREST TO NOVARTIS CROP PROTECTION, INC., SUCCESSOR IN INTEREST TO CIBA-GEIGY CORPORATION); CF INDUSTRIES NITROGEN, LLC; FMC CORPORATION (successor by merger to LINK-BELT COMPANY); THE MANITOWOC COMPANY, INC.; CATERPILLAR GLOBAL MINING, LLC (as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company); TEREX CORPORATION (successor to American Crane Corporation, f/k/a American Hoist & Derrick) (hereinafter collectively referred to as “asbestos companies”), are all corporations incorporated under the laws of the various states of the United States. Asbestos companies all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

From approximately June 5, 1972, through August 15, 1972, and again from February 5, 1975, through March 20, 1975, while Frank P. Ragusa, Jr. was a direct employee of Huntington Ingalls Incorporated (formerly Northrop Grumman Shipbuilding, Inc., formerly, Northrop Grumman Ship Systems, Inc., formerly, Avondale Industries, Inc., formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter “Avondale”), C. Edwin Hartzman, James T. Cole, Hettie Dawes Eaves, John Chantrey, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, John Chantrey, Albert Bossier, Jr., and Dr. Joseph Mabey were executive officers of Avondale with the specific responsibility for the health and safety of Mr. Ragusa and his fellow employees during the time Mr. Ragusa was exposed to substances which resulted in his mesothelioma and other ill effects related thereto. C. Edwin Hartzman, James T. Cole, Hettie Dawes Eaves, John Chantrey, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, John Chantrey, Albert Bossier, Jr., and Dr. Joseph Mabey were insured by American Motorists Insurance Company for the liability asserted herein, and plaintiff asserts a claim against Avondale for this liability pursuant to a buy-back contract and agreement.

4.

Under a buy-back contract and agreement between Avondale and American Motorists Insurance Company, Avondale is an additional insurer under the American Motorists Insurance Company policies providing coverage to Avondale and its executive officers and employees for the liability asserted in plaintiffs' petition. The plaintiffs assert an action against Avondale pursuant to this contract and agreement pursuant to La. Civil Code articles 1821-1823.

5.

Plaintiff also makes claims against The Louisiana Insurance Guaranty Association ("LIGA"), a private non-profit unincorporated legal entity created by LSA-R.S. 22:1375, which is the legal successor to Lamorak Insurance Company (as successor in interest to the liability for policies of insurance issued by Commercial Union Insurance Company, Employers Commercial Union Insurance Company, and American Employers Insurance Company), which is insolvent, based upon policies of insurance, included but not limited to, commercial general liability insurance policies, employers' liability policies, and/or excess liability insurance policies issued by Lamorak Insurance Company (as successor in interest to the liability for policies of insurance issued by Commercial Union Insurance Company, Employers Commercial Union Insurance Company, and American Employers Insurance Company) covering Eagle, Inc., Avondale, and the following executive officers of Avondale: C. Edwin Hartzman, James T. Cole, Hettie Dawes Eaves, John Chantrey, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, John Chantrey, Albert Bossier, Jr., and Dr. Joseph Mabey.

6.

Frank Ragusa, Jr. was employed in various positions by or on the premises of Avondale between June 5, 1972, and August 16, 1972, and again from February 5, 1975, through March 20, 1975. At various times during this employment, Mr. Ragusa was exposed to asbestos. Also, Mr. Ragusa was exposed to asbestos carried home on his person, clothing, and other items. These exposures to Mr. Ragusa caused and/or contributed to his development of mesothelioma and other related ill health effects, although the disease did not manifest itself until 2021. Mr. Ragusa's diagnosis of asbestos-related mesothelioma is directly attributable to his exposure to asbestos fibers prior to September of 1975. The medical evidence shows that Mr. Ragusa began to sustain tissue damage shortly after the inhalation of asbestos fibers and that he sustained distinct bodily injury in each year of his occupational exposure to asbestos. At various times during Mr. Ragusa's

employment by or on the premises of Avondale, he was exposed to dangerously high levels of toxic substances, including asbestos, in the normal routine course of his work. During Mr. Ragusa's employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by "asbestos companies."

7.

Defendant, Avondale, had the responsibility for the health and safety of Frank P. Ragusa, Jr. and his fellow employees during the time Mr. Ragusa was exposed to the substances which resulted in his cancer, mesothelioma, and other ill health effects related thereto. Avondale had the responsibility of providing Mr. Ragusa with a safe place to work; however, Avondale failed to protect him from the dangers of asbestos dust exposure, for which Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Ragusa would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to his health from exposure to asbestos fiber.

8.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information to Mr. Ragusa;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Mr. Ragusa;
- c) Failing to provide necessary protection to Mr. Ragusa;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;
- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- j) Requiring employees to dispose of asbestos in dumpsters, into the river, and onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;

- k) Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- l) Failing to warn of the dangers of exposure to asbestos;
- m) Requiring employees to dispose of asbestos without precautions to prevent exposure;
- n) Failing to post warnings regarding asbestos and the hazards of same;
- o) Failing to warn employees that exposure to asbestos could cause deadly diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- p) Failing to warn employees of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants and individuals committed these intentional acts knowing full well that Mr. Ragusa's injuries would follow or were substantially certain to follow.

9.

As a result of these exposures to asbestos, Mr. Ragusa contracted asbestos-related mesothelioma which was first diagnosed on approximately June 4, 2021.

10.

Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos and that Mr. Ragusa would suffer from asbestos-related disease, including mesothelioma, lung cancer, cancer, and other related ill health effects, as a result of this exposure, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to his health from exposure to asbestos fiber and other toxic substances.

11.

Avondale and its executive officers had the responsibility of providing Mr. Ragusa with a safe place to work and safety equipment with which to conduct his work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect Mr. Ragusa from the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain workers, including Mr. Ragusa, would develop disease as a result thereof.

12.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Ragusa and for which Avondale is strictly liable under Louisiana law.

13.

All asbestos companies had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Ragusa and for which these defendants are strictly liable under Louisiana law.

14.

Defendants, Avondale and its executive officers, are answerable for the conduct of those handling asbestos products on their premises, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury to Mr. Ragusa, and for which defendants are liable under Louisiana law.

15.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Frank Ragusa, Jr. from the unreasonably dangerous conditions created by asbestos which existed at their job sites due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence which required Avondale to provide to Mr. Ragusa and his co-workers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Ragusa, thereby resulting in his injuries.

16.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Ragusa contracted asbestos-related mesothelioma, and other related ill health effects as a result thereof, for which all defendants are jointly, severally, and in solido liable.

17.

At all times material herein, Frank Ragusa, Jr. was exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestos-containing products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that it could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by

these companies, Mr. Ragusa was exposed to asbestos fibers proximately causing his mesothelioma, cancer, and other related ill health effects. Plaintiff further contends that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

18.

During Mr. Ragusa's employment with Avondale, Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed Mr. Ragusa to asbestos-containing products, which caused and/or contributed to his asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Ragusa and for which Hopeman Brothers, Inc. is strictly liable under Louisiana law. Moreover, defendant, Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Ragusa and for which defendant is strictly liable under Louisiana law.

19.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein.

20.

Plaintiff also makes additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

21.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

22.

International Paper Company is the successor to U.S. Plywood. Throughout the time he was employed at Avondale, Mr. Ragusa was exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood.

23.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

24.

During Frank P. Ragusa, Jr.'s exposure, defendant, Westinghouse Electric Corporation (now CBS Corporation, hereinafter "Westinghouse"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to the employers of Frank Ragusa and/or to the owners of the premises where he worked, throughout his employment history. Such products were installed, removed, and repaired by or in close proximity to Frank Ragusa during his employment, thus exposing him to asbestos dust released by the installation, removal, and repair of said products. At various times during Mr. Ragusa's work career, he was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

25.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

26.

Plaintiff further alleges that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

27.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

28.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial

Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, Exxon Mobil Corporation, The Dow Chemical Company, Marathon Oil Company, Shell Oil Company, Ciba-Geigy Corporation, Union Carbide or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work

place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

29.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to

understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

30.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

31.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

32.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information.

33.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to

Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

34.

Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

35.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestos-containing products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are potential "smoking gun" documents. This is so because of the nature, duties, obligations and responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are filled with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse manufacturing and non-manufacturing operations. This documentation often times points out deficiencies in Westinghouse

operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential smoking gun documents (emphasis added).

Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "smoking gun" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as potential smoking guns (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The smoking gun possibilities of such documentation are readily apparent (emphasis added). Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files

Again, the smoking gun possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, if the information is not or was not conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

Recommendations

Plant Correspondence Files (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

“Historical Files or Industrial Hygiene Department”

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

Bair’s Conclusions

Toxic tort litigation, including toxic tort-related workmen’s compensation litigation, show no signs of abating in the near future. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many “experts”, result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair’s conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was *avoiding litigation* and having to answer fraud allegations therein.

36.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation thereof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a “plan to commit a fraud on the Courts of the United States.”

37.

The document destruction program set out in Bair’s memo was actually implemented by Westinghouse, as is evidenced by a memorandum entitled “Document Retention” that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had “informed Wayne to begin discarding [certain documents].” These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

38.

During Frank Ragusa's exposure, defendant, General Electric ("GE"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to the employers of Mr. Ragusa and/or to the owners of the premises where he worked, throughout his entire employment history. Such products were installed, removed, and repaired by or in close proximity to Frank Ragusa during his employment, thus exposing them to asbestos dust released by the installation, removal, and repair of said products. Throughout the time he was employed, Mr. Ragusa was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE. With regard to GE marine turbines at Avondale, plaintiff alleges that Mr. Ragusa was exposed to asbestos from GE marine turbines on commercial vessels only. Additionally, plaintiff alleges that Mr. Ragusa was exposed to asbestos from GE industrial turbines at the various premises where he worked.

39.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

40.

Plaintiff further alleges that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

41.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric's association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research

performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that 13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

42.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room.

Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric, informing him that these suits were justified. She further recommended that General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation.

Furthermore, Carl Obermaier, a GE plant manager, wrote to Hamilton acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934, between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

43.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the

cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

44.

Moreover, various published reports and articles available to GE, prove that GE was empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

- (1) Safety Management: Accident Cost and Control, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;
- (2) Asbestos-Dust Exposures at Various Levels and Mortality, a published article written in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;
- (3) Asbestos Exposure Smoking, and Neoplasia, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.
- (4) Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.
- (5) Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos posed a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.
- (6) The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.

(7) Recommended Safety Practices for Handling Asbestos Fiber, an article written by Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.

(8) Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

45.

Defendants, Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General Electric Company; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.); Riley Power Inc. (formerly Babcock Borsig Power, Inc. formerly DB Riley, Inc., formerly Riley Stoker Corporation); CBS Corporation (f/k/a Westinghouse Electric Corporation); Uniroyal, Inc.; Taylor-Seidenbach, Inc., and International Paper Company were in the business of manufacturing, fabricating, selling and/or distributing asbestos-containing products, including but not limited to asbestos-containing pipe covering, pipe coating, blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These defendants sold, installed, removed and/or abated these products to and/or at various premises at various times during Mr. Ragusa's employments. In addition, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, Riley Power, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer Cropscience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company --(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Riley Power, Inc. (formerly Babcock Borsig Power, Inc., formerly DB Riley, Inc. formerly Riley Stoker Corporation) -- (block and boiler insulation), CBS Corporation (formerly Westinghouse Electric Corporation)--(block, boiler, turbine and turbine insulation,

generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc.--(cloth, tape, yarn, and adhesives). During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Taylor Seidenbach, Inc.; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.); Taylor Seidenbach, Inc., Riley Stoker, Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Mr. Ragusa was working thereby exposing Mr. Ragusa during their handling of asbestos-containing products. Mr. Ragusa was exposed to asbestos-containing products manufactured, distributed, sold, and/or handled by all "asbestos companies" named in this petition.

46.

At various times between 1973 and 2017, Frank P. Ragusa, Jr., as part of his job duties, operated cranes and or other similar construction equipment. Defendants, FMC CORPORATION (successor by merger to Link-Belt Company) ("Link-Belt"), THE MANITOWOC COMPANY, INC. ("Manitowoc"), CATERPILLAR GLOBAL MINING, LLC (as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company) ("Marion"), TEREX CORPORATION (successor to American Crane Corporation, f/k/a American Hoist & Derrick) ("American") were in the business of manufacturing, fabricating, selling and/or distributing asbestos-containing cranes and/or similar construction equipment that utilized asbestos brake pads, brake linings, clutch pads, clutch linings, and other asbestos components. During this time period, these companies would also sell replacements parts and would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. Mr. Ragusa was exposed to asbestos from his use of this equipment manufactured, distributed, and/or sold by Link-Belt, Manitowoc, Marion, and American as well as from maintenance work occurring on this equipment.

47.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., CBS Corporation, General Electric Company, Foster Wheeler LLC, Riley Stoker, International Paper Company, Link-Belt, Manitowoc, Marion, and American were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

48.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., CBS Corporation, General Electric Company, Foster Wheeler LLC, Riley Stoker, International Paper Company, Link-Belt, Manitowoc, Marion, and American, Mr. Ragusa inhaled asbestos fibers and other harmful substances emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which he suffers. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

49.

Prior to the time Mr. Ragusa was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the

products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

50.

All defendants made the misrepresentations cited in the foregoing paragraph despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

51.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Ragusa was exposed to products manufactured, distributed, sold, and/or handled by "asbestos companies," and he contracted mesothelioma and other related ill health effects, which was first diagnosed on approximately June 4, 2021.

52.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Ragusa, and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

53.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis

and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like Mr. Ragusa.

54.

By the time Mr. Ragusa began working with and around asbestos products, virtually every state in the United States recognized asbestosis and silicosis as compensable claims under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis and silicosis as a compensable occupational disease. Moreover, all suppliers (as well as independent contractors) to any company with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943. Likewise, there were industrial health standards regarding asbestos in Louisiana since 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Mr. Ragusa was never warned of any hazard associated with asbestos or silica, was never protected by use of adequate ventilation, and was required to work next to insulators using asbestos products. He never saw a warning on any asbestos product nor was he warned by any contractor using asbestos or silica products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Mr. Ragusa was exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos and silica exposure, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, Mr. Ragusa was not warned of the health hazards associated with exposure to asbestos.

55.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation and/or concealment which proximately caused the injuries to the Petitioner in the following manner:

- 1) The material published or caused to be published was false and incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.
- 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:

- a) To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestos-related products;
 - b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
 - c) To influence in the defendant's favor, legislation to regulate asbestos exposures and unlimited medical and disability claims for compensation;
 - d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
 - e) To prevent relevant medical inquiry about asbestos disease;
 - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
 - g) To induce the Petitioner to use and continue to use asbestos products.
- 3) The Petitioner reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products because Petitioner believed it to be safe.
 - 4) Defendants, intended the Petitioner to rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
 - 5) Defendants are in a position of superior knowledge regarding the health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

56.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that Mr. Ragusa was first exposed to asbestos and continued throughout his employment. The fact that workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (*McNeely v. Carolina Asbestos Co.*, May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the McNeely case and others like it

injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance--"sort of a right pocket to left pocket...in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in Bradley v. Todd Shipyards, Inc., C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

57.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing *Borel v. Fibreboard Paper Products Corporation*, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a '**game plan**' for the continued defense of these asbestosis cases with the other defendants." In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economocially (sic) impossible for the plaintiffs to pursue the other cases." These attempts to prevent and stifle valid claims by plaintiffs such as Mr. Ragusa shows that the defendants, to this day, are committing fraud.

58.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a follow-up study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis

to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the Public Health Reports, Volume 50, No. 1, January 4, 1935.

59.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

60.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, 'Yes. We save a lot of money that way.'" (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

61.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake

Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

62.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. Members included, among others, Uniroyal, Inc., which is a defendant in this action. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard'". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

63.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant

Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety. Charles Limerick, former manager of the Ruberoid Vermont Mines, has admitted that he was aware of dangers of asbestos as far back as the 1930's and 1940's. GAF/Ruberoid was put on notice of dangers in 1935 or 1936 through correspondence with "Asbestos" magazine. Ruberoid subscribed and advertised in "Asbestos". Moreover, Ruberoid was prodded by lawsuits brought by its employees alleging that they had developed asbestosis as early as 1934.

64.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

65.

Eagle, Inc. and Taylor-Seidenbach, Inc., did contracting work as early as the 1940s. Likewise, The McCarty Corporation (formerly McCarty Branton, Inc.) has done contracting work since its initial existence. Accordingly, Eagle, Inc., The McCarty Corporation (formerly McCarty Branton, Inc.), and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). Likewise, these companies were also aware of health and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. Mr. Ragusa was exposed to asbestos both through their contracting work and through products

manufactured, distributed, and sold by them throughout his career. Yet at no time was Mr. Ragusa protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, Mr. Ragusa was not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn Mr. Ragusa of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of Atzenhoffer, et al v. National Gypsum, Co., et al, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

66.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Mr. Ragusa was last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed infra). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time was Mr. Ragusa advised of these hazards as defendants failed and refused to warn Mr. Ragusa of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representative during the construction of their boilers.

67.

At various times from approximately 1973 through 2017, Frank P. Ragusa, Jr. worked on the premises of following companies where he was exposed to asbestos: Shell Oil Company ("Shell"); The Dow Chemical Company ("Dow"); Exxon Mobil Corporation (formerly Exxon Corporation, formerly Humble Oil & Refining Company, Formerly Esso Standard Oil Company, formerly Standard Oil Company of New Jersey) ("Exxon"); Wyeth Holdings, LLC (f/k/a Wyeth Holdings Corporation, f/k/a American Cyanamid Company) ("American Cyanamid"); Zeneca,

Inc. (Successor by Merger to Rubicon Chemicals, Inc.) (“Rubicon”); BP Products North America, Inc. (F/k/a BP Exploration & Oil, Inc., f/k/a BP Oil, Inc.) (“BP Products”); Murphy Oil USA, Inc. (“Murphy Oil”); ExxonMobil Oil Corporation (f/k/a Mobil Oil Corporation) (“ExxonMobil”); Hexion, Inc. (f/k/a Momentive Specialty Chemicals, Inc, F/k/a Hexion Specialty Chemicals, Inc. F/k/a Borden Chemical, Inc. F/k/a Borden, Inc. F/k/a the Borden Company); (“Borden”); Union Carbide Corporation (“Union Carbide”); Entergy Louisiana, LLC (f/k/a Louisiana Power & Light) (“Entergy”); Pharmacia LLC (Individually and as Successor to Pharmacia Corporation, Monsanto Company, Successor to Monsanto Chemical Company, and Successor to Lion Oil Company) (“Monsanto”); Air Products and Chemicals, Inc. (“Air Products”); Marathon Petroleum Company LP (“Marathon”); Occidental Chemical Corporation (formerly, Hooker Chemicals & Plastics Corp., formerly, Hooker Chemical Corporation) (“Hooker”); Legacy Vulcan, LLC (“Vulcan”); Syngenta Crop Protection, LLC (f/k/a Syngenta Crop Protections, Inc., Successor in Interest to Novartis Crop Protection, Inc., Successor in Interest to Ciba-Geigy Corporation) (“Ciba-Geigy”); and CF Industries Nitrogen, LLC (“CF Industries”). At these facilities, Frank Ragusa, Jr. worked with and around other workers handling asbestos products, including but not limited to asbestos-containing pipe covering, pipe coating, blankets, special fittings, cloths, gaskets, packing, blocks, valves, brake pads, clutch linings, cements, mastics, adhesives, jackets, board, turbines, and/or boilers. Also, Mr. Ragusa had to handle these products himself. These exposures caused and/or contributed to Mr. Ragusa’s mesothelioma. These premises owners designed their plants to be built with asbestos products, and these premises owners maintained care, custody, and control over the asbestos in their plants as well as those contractors who may have handled asbestos in their plants.

68.

Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that said asbestos and asbestos fiber would cause Frank Ragusa (and others similarly situated) to suffer from asbestos-related pulmonary disease, asbestosis, pleural plaques, pleural thickening, lung cancer, mesothelioma, and other ill health effects related thereto, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to his health from exposure to asbestos and asbestos fiber.

69.

Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker,

Vulcan, Ciba-Geigy, and CF Industries had the responsibility of providing Mr. Ragusa with a safe place to work and safety equipment; however they negligently and/or intentionally failed to carry out these duties and failed to protect Frank Ragusa from the dangers of toxic fiber and asbestos dust exposure. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries allowed and caused Mr. Ragusa to be exposed to asbestos and failed to provide a safe place to work. As owners of the premises containing toxic asbestos, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Mr. Ragusa from the unreasonably dangerous conditions created by asbestos which existed on their premises and/or over which defendants had care, custody or control. At all times material herein, standards were in existence which required defendants herein to provide to Mr. Ragusa and his co-workers who handled or were exposed to harmful material with protection from the harms of asbestos Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Ragusa, thereby resulting in his injuries.

70.

In addition to the above acts of negligence, strict liability, and fault identified throughout this petition, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries are strictly liable for failing to properly handle and control the asbestos which was in its care, custody, and control. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Ragusa would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to their health from exposure to asbestos fiber.

71.

In addition to the foregoing acts of negligence and intentional concealment, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union

Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information to Mr. Ragusa;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process;
- c) Failing to provide necessary protection to Mr. Ragusa;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide showers and/or protective clothing to workers;
- f) Failing to advise workers on their premises of the deadly nature of asbestos fiber, and that such fiber could result in the contraction of serious illness and disease;
- g) Failing to reveal and knowingly concealing critical information from Mr. Ragusa;
- h) Wanton and reckless disregard in the storage, handling, and transportation of asbestos;
- i) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- j) Failing to provide necessary respiratory protection;
- k) Failing to warn workers of the dangers associated with exposure to asbestos and failing to advise workers that they were being exposed to deadly asbestos fiber;
- l) Failing to use non-asbestos containing products including on jobs where non-asbestos containing products were specified.
- m) Failing to warn of the dangers of exposure to asbestos;
- n) Failing to warn workers that exposure to asbestos could cause deadly diseases including mesothelioma, lung cancer, asbestosis, pleural thickening, and pleural plaques; and
- o) Failing to warn workers of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, lung cancer, and mesothelioma.

These defendants intentionally or negligently committed these acts when they knew or should have known full well that Mr. Ragusa's injuries would follow or were substantially certain to follow.

72.

There were various industry standards in place dating back to 1943 which applied to the places where Mr. Ragusa worked, including Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries. These industry standards included the Louisiana Sanitary Code's Industrial Health Regulations, the Walsh Healey Public Contracts Act, and the OSHA regulations. Thus, these companies were aware or should have been aware of the hazards of asbestos at least by 1943. These standards required these companies to take protective measures to protect those individuals on its premises from exposure to asbestos. These standards required that as a premises owner take the following measures, among others, which defendants failed to do:

- a. Perform air monitoring for asbestos;
- b. Segregate asbestos work;
- c. Institute local exhaust ventilation and general ventilation;

- d. Provide respiratory protection;
- e. Warn those on the premises of the hazards of asbestos;
- f. Train those on the premises in the proper use of the protective equipment;
- g. Require those on the premises to change clothes before going home; and
- h. Preclude dry sweeping of asbestos dust.

73.

In addition, defendants were members of the National Safety Council, including but not limited to Shell, Monsanto, Union Carbide, Borden, Dow, Exxon, Uniroyal, Hooker, Marathon, among others. The National Safety Council was established in 1913. The National Safety Council publishes the transactions of the annual Congress to its members. It also issued a National Safety News Magazine to its members. A number of articles that discussed the risks associated with asbestos exposure were published in either the transactions of the annual Congress or the National Safety News Magazine. Thus, these defendants would have received these publications discussing the hazards of asbestos. Also, several defendants were members of the Manufacturing Chemists Association, including Shell, Monsanto, Dow, American Cyanamid, Uniroyal, and Borden, which association published a manual dating back to the 1950s, which advised for the need for warning labels for hazardous dust creating products, such as asbestos.

74.

Shell Oil was aware of the hazards of asbestos well before Frank P. Ragusa, Jr. worked on its premises. The asbestos standards identified above discussed the hazards of asbestos and ways to reduce exposures as early as 1943. Additionally, as early as 1945, H.H. Zuidema, a Shell employee reported on asbestos as a carcinogen, which report was provide to the members of the American Petroleum Institute. Other Shell documents likewise reference literature discussing the hazards of asbestos in the 1950s. Additionally, Shell Oil advertised in the Southern Power & Industry publication, which publication included several articles in the 1940s discussing the hazards of asbestos and methods to reduce exposures to asbestos. Also, Shell Chemical was a member of the Manufacturing Chemists Association, which association published a manual dating back to the 1950s, which advised for the need for warning labels for hazardous dust creating products, such as asbestos.

75.

Monsanto was aware of the hazards of asbestos well before Mr. Ragusa worked on its premises. The asbestos standards identified above discussed the hazards of asbestos and ways to reduce exposures as early as 1943. Monsanto had knowledge of the asbestos threshold limit

values set forth by the American Conference of Government Industrial Hygienists dating back to 1946. Additionally, Monsanto employed medical doctors and industrial hygienists as early as the 1940s. Dr. R. Emmet Kelly began working for Monsanto in 1936. He was aware of the hazards of asbestos at the time he began working for Monsanto. Dr. Kelly actually attended the Seventh Saranac Symposium in 1952. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that 13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, Monsanto's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, Monsanto failed to warn individuals on its premises of the harmful effects that result from the inhalation of asbestos fibers.

76.

Union Carbide was aware of the hazards of asbestos well before Mr. Ragusa worked on its premises. The asbestos standards identified above discussed the hazards of asbestos and ways to reduce exposures as early as 1943. Additionally, Union Carbide drafted an Asbestos Toxicology Report in 1965 outlining the hazards of asbestos. The report was written by Dr. Carl Dernehl, Union Carbide's Director of Toxicology. Dr. Dernehl was aware that asbestos could cause fatal diseases since he was first hired by Union Carbide in 1947.

77.

In addition, Union Carbide was also a member of the National Safety Council dating back to at least the 1930s. The National Safety Council was established in 1913. The National Safety Council publishes the transactions of the annual Congress to its members. It also issued a National Safety News Magazine to its members. A number of articles that discussed the risks associated with asbestos exposure were published in either the transactions of the annual Congress or the National Safety News Magazine. Thus, Union Carbide would have received these publications discussing the hazards of asbestos. Also, Union Carbide was a member of the Industrial Hygiene Foundation since at least the 1940s. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. Additionally, Union Carbide sent representatives to the Seventh Saranac Symposium in 1952 where the hazards of asbestosis and cancer was discussed.

78.

Despite this knowledge, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries remained silent as to the hazards of asbestos, which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims, like Mr. Ragusa. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed to advise Frank Ragusa, Jr. that asbestos could cause him to contract asbestos-related diseases, including asbestosis, lung cancer, and/or mesothelioma. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy

Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed to advise Frank Ragusa, Jr. that they should wear respiratory protection when working with and around asbestos-containing materials on their premises. By not advising him of this information, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries mislead them into believing that working on their premises around these products did not present a risk to his health. Moreover, Louisiana law requires that a premises owner provide a reasonably safe working environment, including the providing of the necessary protection to make the workplace safe. Additionally, by failing to warn Mr. Ragusa, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were able to obtain the unjust advantage over Mr. Ragusa and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from defendants' work environment. These misrepresentations and suppressions by Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries sought to avoid having to provide costly respiratory and safety equipment to individuals on its premises. Also, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries sought to prevent or limit occupational disease claims by injured persons and from family members who also contracted disease. These actions constitute fraud under Louisiana law.

79.

In addition, Frank Ragusa was exposed to asbestos during the years of 1984 through 1996. His injuries were caused by defendants' wanton and reckless disregard for public safety in the storage, handling, and transportation of asbestos to which Frank Ragusa was exposed and which resulted in his injuries. These companies are liable to petitioner for punitive damages pursuant to Article 2315.3 of the Louisiana Civil Code.

80.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

81.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Ragusa was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and he contracted mesothelioma, cancer, and other related ill health effects.

82.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Ragusa and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

83.

Petitioner's causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

84.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Ragusa contracted mesothelioma and other related ill health effects.

85.

All of the hereinabove named defendants are jointly, severally, and *in solido* liable to petitioner for the damages sustained as a result of Mr. Ragusa's contraction of mesothelioma and other related ill health effects. Petitioner, Frank P. Ragusa, Jr., is entitled to damages for the following: past, present, and future physical pain and suffering; past, present, and future mental pain and suffering; fear of death and complications; permanent disability; loss of enjoyment of

life and lifestyle; reduction in life expectancy; past, present, and future loss of income and loss of earning capacity; loss of fringe benefits; past, present, and future medical expenses; loss of personal services, costs of care and assistance, costs of custodial care; humiliation, frustration and inconvenience caused by the defendants; increased costs of insurance and other expenses incurred as a result of his disease; and all other general damages arising out of this action which may be shown at the trial of this matter.

86.

A trial by jury is demanded on all issues.

WHEREFORE, petitioner, Frank P. Ragusa, Jr., prays that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment rendered herein in favor of petitioner and against defendants for all damages suffered by petitioner together with legal interest and all costs associated with the prosecution of this claim. Petitioner further prays for all general and equitable relief.

Respectfully submitted,

ROUSSEL & CLEMENT



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PERRY J. ROUSSEL, JR. - 20351
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Facsimile: (985) 778-2734
ATTORNEYS FOR PETITIONER,
FRANK P. RAGUSA, JR.

PLEASE SERVE THE PETITION FOR DAMAGES and OPPOSITION TO MOTIONS FOR EXTENSION OF TIME ON THE FOLLOWING:

1. LOUISIANA INSURANCE GUARANTY ASSOCIATION
through its agent for service of process
Deidre Arceneaux
2142 Quail Run Drive
Baton Rouge, LA 70808

2. HUNTINGTON INGALLS INCORPORATED
(formerly NORTHROP GRUMMAN SHIPBUILDING, INC.,
formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC.,
formerly, AVONDALE INDUSTRIES, INC.,
formerly AVONDALE SHIPYARDS, INC.,
and formerly, AVONDALE MARINE WAYS, INC.)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816

3. EAGLE, INC.
Through its agent for service of process:
Susan B. Kohn
1100 Poydras St.
New Orleans, LA 70163

4. BAYER CROPSCIENCE, INC. (SUCCESSOR TO
RHONE POULENC AG COMPANY,
FORMERLY AMCHEM PRODUCTS, INC.,
FORMERLY BENJAMIN FOSTER COMPANY)
(Via Louisiana Long Arm Statute)
through its agent for service of process:
Corporation Service Company
80 State Street
Albany, New York 12207 **LONG ARM SERVICE**

5. FOSTER WHEELER LLC **LONG ARM SERVICE**
(formerly FOSTER WHEELER CORPORATION)
(Via Louisiana Long Arm Statute)
Through its registered agent for service of process:
United Agent Group, Inc.
3411 Silverside Road, Suite 104
Tatnall Building
Wilmington, DE 19810

6. GENERAL ELECTRIC COMPANY
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816

7. HOPEMAN BROTHERS, INC. **LONG ARM SERVICE**
(Via Louisiana Long Arm Statute)
AWH Corporation
435 Essex Ave., Suite 101
Waynesboro, Virginia 22980

8. THE MCCARTY CORPORATION
(SUCCESSOR TO MCCARTY BRANTON, INC.
AND PREDECESSOR AND SUCCESSOR TO
MCCARTY INSULATION SALES, INC.)
Through its agent for service of process:
Paul H. Spaht
4232 Bluebonnet Blvd.
Baton Rouge, LA 70809

9. TAYLOR-SEIDENBACH, INC.
Through its agent for service of process:
Hal Shepard
731 South Scott St.
New Orleans, LA 70119

10. CBS CORPORATION **LONG ARM SERVICE**
(f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
Through its agent for service of process:
The Company Corporation
251 Little Falls Drive
Wilmington, DE 19808

11. UNIROYAL, INC. **LONG ARM SERVICE**
(Via the Louisiana Long Arm Statute)
70 Great Hill Road
Naugatuck, CT 06770

12. INTERNATIONAL PAPER COMPANY
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La 70816

13. SHELL OIL COMPANY
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

14. THE DOW CHEMICAL COMPANY;
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

15. EXXON MOBIL CORPORATION
(formerly EXXON CORPORATION, formerly HUMBLE OIL & REFINING
COMPANY, formerly ESSO STANDARD OIL COMPANY, formerly STANDARD OIL
COMPANY OF NEW JERSEY);
Through its agent for service of process:
Corporation Service Company
501 Louisiana Ave
Baton Rouge, LA 70802

16. WYETH HOLDINGS, LLC
(f/k/a, WYETH HOLDINGS CORPORATION,
f/k/a AMERICAN CYANAMID COMPANY)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

17. ZENECA, INC.
(As successor by merger to Rubicon Chemicals, Inc.)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

18. BP PRODUCTS NORTH AMERICA, INC.
(f/k/a BP EXPLORATION & OIL, INC.,
f/k/a BP OIL, INC.)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

19. MURPHY OIL USA, INC.
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
20. EXXONMOBIL OIL CORPORATION
(f/k/a MOBIL OIL CORPORATION)
Through its agent for service of process:
Corporation Service Company
501 Louisiana Ave
Baton Rouge, LA 70802
21. HEXION, INC.
(f/k/a MOMENTIVE SPECIALTY CHEMICALS, INC,
f/k/a HEXION SPECIALTY CHEMICALS, INC. f/k/a BORDEN CHEMICAL, INC.
f/k/a BORDEN, INC. f/k/a THE BORDEN COMPANY)
Through its agent for service of process:
Corporation Service Company
501 Louisiana Ave
Baton Rouge, LA 70802
22. UNION CARBIDE CORPORATION
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
23. ENTERGY LOUISIANA, LLC
(f/k/a LOUISIANA POWER & LIGHT)
Through its registered agent for service of process:
John A. Braymer
446 North Blvd.
Baton Rouge, LA 70802
24. PHARMACIA LLC
(INDIVIDUALLY AND AS SUCCESSOR TO PHARMACIA CORPORATION,
MONSANTO COMPANY, SUCCESSOR TO MONSANTO CHEMICAL COMPANY,
AND SUCCESSOR TO LION OIL COMPANY);
Through its registered agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
25. AIR PRODUCTS AND CHEMICALS, INC.
Through its registered agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
26. MARATHON PETROLEUM COMPANY LP
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
27. OCCIDENTAL CHEMICAL CORPORATION
(formerly, HOOKER CHEMICALS & PLASTICS CORP., formerly, HOOKER
CHEMICAL CORPORATION)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

28. RILEY POWER, INC.
(formerly BABCOCK BORSIG POWER, INC.
formerly DB RILEY, INC., formerly RILEY STOKER CORPORATION)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
29. LEGACY VULCAN, LLC
Through its registered agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
30. SYNGENTA CROP PROTECTION, LLC
(f/k/a SYNGENTA CROP PROTECTIONS, INC., SUCCESSOR IN INTEREST TO
NOVARTIS CROP PROTECTION, INC., SUCCESSOR IN INTEREST TO CIBA-
GEIGY CORPORATION);
Through its registered agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
31. CF INDUSTRIES NITROGEN, LLC;
Through its agent for service of process:
Corporation Service Company
501 Louisiana Ave
Baton Rouge, LA 70802
32. FMC CORPORATION
(successor by merger to Link-Belt Company)
Through its registered agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
33. THE MANITOWOC COMPANY, INC.
Through its agent for service of process:
Corporation Service Company
501 Louisiana Ave
Baton Rouge, LA 70802
34. CATERPILLAR GLOBAL MINING, LLC
(as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company)
Through its agent for service of process:
The Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808
35. TEREX CORPORATION
(As successor to American Crane Corporation, f/k/a American Hoist & Derrick)
Through its agent for service of process:
Corporation Service Company
100 Pearl St.
17th Floor
MC-CSC1
Hartford, CT 06103
36. ALBERT BOSSIER, JR.
Through his agent for service of process:
Brian Bossier
3421 North Causeway Blvd.
Suite 900
Metairie, LA 70002

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.	*	CIVIL ACTION NO. 2:21-cv-01971
	*	SECTION "J" (5)
VS.	*	JUDGE CARL J. BARBIER
	*	MAGISTRATE JUDGE
LOUISIANA INSURANCE	*	MICHAEL B. NORTH
GUARANTY ASSOCIATION,	*	
ET. AL.	*	

FOURTH SUPPLEMENTAL AND AMENDING COMPLAINT

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors, who suggest to the Court that they desire to supplement and amend the Original Petition for Damages, the First Supplemental and Amending Petition for Damages, the Second Supplemental and Amending Petition for Damages, and the Third Supplemental and Amending Complaint filed herein in the following particulars:

I.

By amending the caption, body, and prayer of the Original Petition for Damages, the First Supplemental and Amending Petition for Damages, the Second Supplemental and Amending Petition for Damages, and the Third Supplemental and Amending Complaint to include as Plaintiffs, Maxine Becky Polkey Ragusa, surviving spouse of Frank Ragusa, Jr., and Valerie Ann Ragusa Primeaux and Stephanie Jean Ragusa Connors, the daughters of Frank Ragusa, Jr., and to assert any and all rights and claims to which they are entitled as a result of the injuries and death of Frank



Ragusa, Jr., as well as to assert any and all survival and wrongful death claims to which they are entitled.

II.

By adding an additional paragraph to be numbered "100" to read as follows:

"100."

On June 12, 2024, original Plaintiff, Frank Ragusa, Jr., died in the State of Louisiana. At the time of his death, he was survived by his wife, Maxine Becky Polkey Ragusa, and his daughters, Valerie Ann Ragusa Primeaux and Stephanie Jean Ragusa Connors, who wish to be substituted as Plaintiffs for all survival damages currently existing against all Defendants. In addition, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors assert any and all rights and claims for wrongful death damages against all Defendants.

III.

By adding an additional paragraph to be numbered "101" to read as follows:

101.

Decedent, Frank Ragusa, Jr., died on June 12, 2024, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects related thereto.

IV.

By adding an additional paragraph to be numbered "102" to read as follows:

102.

All of the Defendants named in this Fourth Supplemental and Amending Complaint as well as in the Original Petition for Damages, First Supplemental and Amending Petition for Damages, Second Supplemental and Amending Petition for Damages, and Third Supplemental and Amending Complaint are jointly, severally, and *in solido* liable to Plaintiffs for the damages sustained as a result of Mr. Ragusa's contraction of asbestos-related mesothelioma and death.

V.

By adding an additional paragraph to be numbered "103" to read as follows:

103.

Plaintiffs are entitled to damages for the following: physical pain and suffering of Frank Ragusa, Jr.; mental pain and anguish (including but not limited to fear of death) which Mr. Ragusa suffered; humiliation and emotional distress suffered by Mr. Ragusa, loss of income and earning capacity of Mr. Ragusa; medical expenses; care and personal assistance provided to Mr. Ragusa; loss of personal services; loss of enjoyment of life and lifestyle; loss of support to wife and child; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Maxine Becky Polkey Ragusa, the wife of Mr. Ragusa, and Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors, the daughters of Frank Ragusa, Jr., as a result of the death of Mr. Frank Ragusa, Jr.; funeral expenses; lost expenses related to the injuries and death of Frank Ragusa, Jr.; funds expended for the care and treatment of Frank Ragusa, Jr.; and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

VI.

Plaintiffs re-aver and incorporate herein by reference as if copied herein *in extenso* all allegations of the original Petition for Damages, First Supplemental and Amending Petition for Damages, Second Supplemental and Amending Petition for Damages, and Third Supplemental and Amending Complaint except to the extent they have been amended or supplemented herein.

VII.

Plaintiffs reiterate that trial by jury is requested on all issues.

WHEREFORE, Plaintiffs, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors, reiterating the prayers of the original Petition for Damages, First Supplemental and Amending Petition for Damages, Second Supplemental and Amending

Petition for Damages, and Third Supplemental and Amending Complaint as though set forth at length herein, prays that the original Petition for Damages, First Supplemental and Amending Petition for Damages, Second Supplemental and Amending Petition for Damages, and Third Supplemental and Amending Complaint be supplemented and amended in the above particulars, that the Defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, there be judgment rendered herein in favor of Plaintiffs and against Defendants for all damages suffered by Plaintiffs, together with legal interest from the date of judicial demand, and all costs associated with the prosecution of this claim. Plaintiffs further pray for a jury trial on all issues and for all general and equitable relief to which he may be entitled.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Third Supplemental and Amending Complaint has been served upon counsel for all parties by Electronic Service through the Electronic Case Filing System or by FAX, on this 18th day of June, 2024.

/s/Benjamin P. Dinehart
BENJAMIN P. DINEHART

Respectfully Submitted;

ROUSSEL & CLEMENT

/s/Benjamin P. Dinehart
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PERRY J. ROUSSEL, JR. #20351
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FILED

2022 JUL -6 PM 4: 27

CIVIL DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NUMBER: 2022-5988 DIVISION " " G-11 SEC: " "

TOMMY P. RIVET

versus

HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); LOUISIANA INSURANCE GUARANTY ASSOCIATION; THE TRAVELERS INDEMNITY COMPANY; CERTAIN UNDERWRITERS AT LLOYD'S, LONDON; PENNSYLVANIA GENERAL INSURANCE COMPANY (formerly, American Employers Insurance Company); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY

FILED: _____ DEPUTY CLERK

PETITION FOR DAMAGES

The petition of Tommy P. Rivet, a person of the full age of majority and resident of the State of Louisiana, with respect represents:

1.

Defendants, Eagle, Inc. and Taylor-Seidenbach, Incorporated, are domestic corporations with their registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of Huntington Ingalls Incorporated, Eagle, Inc., Taylor-Seidenbach, Incorporated, and The McCarty Corporation occurred in the Parish of Orleans. Also, the following executive officers of Avondale were domiciled in Orleans Parish: James Bull, C. Edwin Hartzman, Hettie Dawes Eaves, Henry "Zac" Carter, John McCue, and Ewing Moore. Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos in Orleans Parish. Also, Tommy P. Rivet was exposed to asbestos in Orleans Parish and received injury in Orleans Parish. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure articles 42, 73, and 74.

2.

Defendants, HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); LOUISIANA INSURANCE GUARANTY

ASSOCIATION; THE TRAVELERS INDEMNITY COMPANY; CERTAIN UNDERWRITERS AT LLOYD'S, LONDON; PENNSYLVANIA GENERAL INSURANCE COMPANY (formerly, American Employers Insurance Company); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY (hereinafter collectively referred to as "defendants"), are all corporations incorporated under the laws of the various states of the United States. Defendants all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

Libby Rivet, Sr. worked with and/or on the premises of Huntington Ingalls Incorporated (formerly, Northrop Grumman Shipbuilding, Inc., formerly Northrop Grumman Ship Systems, Inc., formerly Avondale Industries, Inc. and formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter sometimes "Avondale" or "Avondale Industries, Inc.") from approximately 1955 through 1975. From approximately 1955 through 1975, Libby Rivet, Sr., the father of Tommy Rivet, was employed in various positions by or on the premises of "Avondale". During this employment, Libby Rivet, Sr. was exposed to dangerously high levels of asbestos in the normal routine course of his work. During Libby Rivet, Sr.'s employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by all defendants.

4.

Libby Rivet, Jr. worked with and/or on the premises of Huntington Ingalls Incorporated (formerly, Northrop Grumman Shipbuilding, Inc., formerly Northrop Grumman Ship Systems, Inc., formerly Avondale Industries, Inc. and formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter sometimes "Avondale" or "Avondale Industries, Inc.") beginning in approximately 1969. Libby Rivet, Jr., the brother of Tommy Rivet, was employed in various

positions by or on the premises of “Avondale”. During this employment, Libby Rivet, Jr. was exposed to dangerously high levels of asbestos in the normal routine course of his work. During Libby Rivet, Jr.’s employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by all defendants.

5.

While Libby Rivet, Sr. and Libby Rivet, Jr. were direct employees of Avondale, James Bull, Henry “Zac” Carter, Burnette “Frenchy” Bordelon, James O’Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett were executive officers of Avondale with the specific responsibility for the health and safety of the Rivets and their fellow employees during the time Tommy Rivet was exposed to asbestos. James Bull, Henry “Zac” Carter, Burnette “Frenchy” Bordelon, James O’Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett have since died and/or cannot be located. Lamorak Insurance Company (as successor in interest to the liability for policies of insurance issued by Commercial Union Insurance Company, Employers Commercial Union Insurance Company), Pennsylvania General Insurance Company (formerly, American Employers Insurance Company), and Certain Underwriters At Lloyd’s, London provided insurance coverage for the liability of the following executive officers: James Bull, Henry “Zac” Carter, Burnette “Frenchy” Bordelon, James O’Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett. Pursuant to Louisiana Revised Statute 22:1269, plaintiff herein asserts a direct action against Pennsylvania General Insurance Company (formerly, American Employers Insurance Company), and Certain Underwriters At Lloyd’s, London for the liability of the following deceased executive officers: James Bull, Henry “Zac” Carter, Burnette “Frenchy” Bordelon, James O’Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett.

6.

Lamorak Insurance Company was declared insolvent on March 11, 2021. Plaintiff now makes claims against Louisiana Insurance Guaranty Association (hereinafter referred to as “LIGA”),

who has a statutory obligation to plaintiff based upon policies of insurance issued by insolvent insurer, Lamorak Insurance Company, including but not limited to, employers' liability, commercial general liability insurance policies and/or excess liability insurance policies covering the following executive officers of Avondale for the liability asserted herein: James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett. Plaintiff also makes claims against LIGA based upon statutory obligations to plaintiff based upon policies of insurance issued by Lamorak Insurance Company covering Eagle, Inc. and The McCarty Corporation.

7.

Additionally, Avondale and James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett were insured by American Motorists Insurance Company and Highlands Insurance Company for the liability asserted herein, and plaintiff asserts a claim against Avondale for this liability pursuant to a buy-back contract and agreement.

8.

Under a buy-back contract and agreement between Avondale and American Motorists Insurance Company, Avondale is an additional insurer under the American Motorists Insurance Company policies providing coverage to Avondale and its executive officers and employees for the liability asserted in plaintiff's petition. The plaintiff asserts an action against Avondale pursuant to this contract and agreement pursuant to La. Civil Code articles 1821-1823.

9.

Under a buy-back contract and agreement between Avondale and Highlands Insurance Company, Avondale is an additional insurer under the Highlands Insurance Company policies providing coverage to Avondale and its executive officers and employees for the liability asserted in plaintiff's petition. The plaintiff asserts an action against Avondale pursuant to this contract and agreement pursuant to La. Civil Code articles 1821-1823.

10.

Also, Avondale is vicariously liable for the acts of its executive officers: James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier,

Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett.

11.

During the employments of Libby Rivet, Sr. and Libby Rivet, Jr., Tommy Rivet was exposed to dangerously high levels of asbestos through contact with them as well as through the handling and washing of their clothes and other objects belonging to him as well as being in the area of others washing and handling their clothes and other objects belonging to them.

12.

As a result of these exposures to asbestos, Tommy Rivet contracted mesothelioma and other related ill health effects associated therewith, which was first diagnosed on approximately May 19, 2022.

13.

Libby Rivet, Sr. and Libby Rivet, Jr. were employed in various positions by or on the premises of Avondale which resulted in asbestos exposure to Tommy Rivet. Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos to the Rivets and their family members. Avondale and its executive officers were aware or should have been aware that Tommy Rivet (and other similarly situated family members of their working force) would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but Avondale failed and/or willfully withheld from them knowledge of the dangers from exposure to asbestos fiber.

14.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information from Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet, including the ability to expose family members to asbestos through the clothing of its workers;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet;
- c) Failing to provide necessary protection to Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;

- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- j) Wanton and reckless disregard in the storage, handling, and transportation of asbestos;
- k) Requiring employees to dispose of asbestos in dumpsters, into the river, and onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- l) Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- m) Failing to warn of the dangers of exposure to asbestos;
- n) Requiring employees to dispose of asbestos without precautions to prevent exposure;
- o) Failing to post warnings regarding asbestos and the hazards of same;
- p) Failing to warn employees that exposure to asbestos could cause deadly diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- q) Failing to warn employees of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants committed these negligent and intentional acts knowing full well that Tommy Rivet's injuries would follow or were substantially certain to follow.

15.

Avondale had the responsibility of providing Libby Rivet, Sr. and Libby Rivet, Jr. with a safe place to work and safety equipment with which to conduct their work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect them from the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain family members of workers, including Tommy Rivet, would develop disease as a result thereof.

16.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted Tommy Rivet's asbestos-related mesothelioma and for which these defendants are strictly liable under Louisiana law.

17.

Defendant, Avondale, is responsible for the conduct of those individuals and companies working on their premises with asbestos products which resulted in exposure to asbestos to Tommy Rivet, which asbestos was defective and which presented an unreasonable risk of harm, and which asbestos resulted in his asbestos-related mesothelioma, and for which defendant is liable under Louisiana law.

18.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect the Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet from the unreasonably dangerous conditions created by asbestos which existed due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence, including the Walsh Healey standards and Louisiana Sanitary Code - Industrial Health Standards, which required Avondale herein to provide Libby Rivet, Sr. and Libby Rivet, Jr. and their co-workers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to the Libby Rivet, Sr. and Libby Rivet, Jr. thereby resulting in exposure and injury to Tommy Rivet.

19.

The defendants, including Avondale, were informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1942. The U.S. Government issued advisories, through the U.S. Maritime Commission and the Walsh Healey Public Contracts Act, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1950s, the Walsh-Healy Act was promulgated, which adopted safety standards and regulations regarding asbestos dust. Also, in the 1940s, Louisiana adopted safety standards and regulations regarding asbestos pursuant to the Louisiana Sanitary Code's Industrial Health standards. Based on information and belief, each of these companies, their predecessor, and executive officers were made aware of these findings at the time they were issued. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that she was in danger. During their employment at Avondale, Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos being used and handled at Avondale. Accordingly, Tommy Rivet was exposed to asbestos from the person, clothing, and

other objects of his father and brother. This exposure occurred because Avondale and its executive officers failed to comply with safety standards identified herein. They failed to properly handle and control the asbestos. Avondale and its executive officers are liable for the misuse of asbestos, including but not limited to the failure to warn of the hazardous nature and dangers of asbestos and for the failure to take and implement reasonably safe and industrial hygiene measures, failure to train, and failure to adopt safety procedures for the safe installation and removal of asbestos.

20.

Prior to the time Tommy Rivet was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

21.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

22.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were exposed, and as a result Tommy Rivet contracted mesothelioma which was diagnosed on approximately May 19, 2022.

23.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Tommy Rivet, and other family members of employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these

misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

24.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like the Rivets, and family members of workers such as Tommy Rivet.

25.

By the time Libby Rivet, Sr. and Libby Rivet, Jr. began working with and around asbestos products, virtually every state in the United States recognized asbestosis as a compensable claim under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis as a compensable occupational disease. Moreover, all companies with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 as well as the Louisiana Sanitary Code's Industrial Health standards in 1943. These standards addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were never warned of any hazard associated with asbestos, were never protected by use of adequate ventilation, and Libby Rivet, Sr. and Libby Rivet, Jr. were required to work with and around asbestos products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, they were not warned of the health hazards associated with exposure to asbestos.

26.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation and/or concealment which proximately caused the injuries to the Petitioners in the following manner:

- 1) The material published or caused to be published was false and incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.
- 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:
 - a) To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestos-related products;
 - b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
 - c) To influence in the defendant's favor, legislation to regulate asbestos exposures and unlimited medical and disability claims for compensation;
 - d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
 - e) To prevent relevant medical inquiry about asbestos disease;
 - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
 - g) To induce the Petitioner to use and continue to use asbestos products.
- 3) The Petitioners reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products because Petitioner believed it to be safe.
- 4) Defendants, intended the Petitioner to rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
- 5) Defendants are in a position of superior knowledge regarding the health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

27.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that the Rivets was first exposed to asbestos and continued throughout their employment. The fact that

workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (*McNeely v. Carolina Asbestos Co.*, May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the McNeely case and others like it injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance--"sort of a right pocket to left pocket...in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in Bradley v. Todd Shipyards, Inc., C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

28.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing *Borel v. Fibreboard Paper Products Corporation*, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a '**game plan**' for the continued defense of these asbestosis cases **with the other defendants.**" In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economically (sic) impossible for the plaintiffs to pursue the other cases." These attempts to

prevent and stifle valid claims by plaintiffs shows that the defendants, to this day, are committing fraud.

29.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard'". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

30.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety.

31.

Pennsylvania General Insurance Company (formerly, American Employers Insurance Company) provided coverage to Eagle, Inc. for the liability asserted herein, and plaintiff asserts a direct action pursuant to Louisiana Revised Statute 22:1269 against this insurance company for the liability of Eagle, Inc.

32.

The Travelers Indemnity Company provided coverage to The McCarty Corporation for the liability asserted herein, and plaintiff asserts a direct action pursuant to Louisiana Revised Statute 22:1269 against this insurance company for the liability of The McCarty Corporation.

33.

At all times material herein, Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestos-containing products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn the Rivets of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that it could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by these companies, Tommy Rivet was exposed to asbestos fibers through the work of his father and brother, proximately causing his mesothelioma and other related ill health effects. Plaintiff further contends that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

34.

During the employment of Libby Rivet, Sr. and Libby Rivet, Jr. with Avondale, Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed the Rivets to asbestos-containing products, which caused and/or contributed to Tommy Rivet's asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which

asbestos resulted in injury to Tommy Rivet and for which Hopeman Brothers, Inc. is strictly liable under Louisiana law. Moreover, defendant, Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Tommy Rivet and for which defendant is strictly liable under Louisiana law.

35.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein.

36.

Plaintiff also makes additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

37.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

38.

International Paper Company is the successor to U.S. Plywood. Throughout the time they were employed at Avondale, Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of this exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood. Tommy Rivet was exposed to asbestos from U.S. Plywood through the work of Libby Rivet, Sr. and Libby Rivet, Jr.

39.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

40.

Defendant, PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation), (hereinafter "Westinghouse"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Libby Rivet, Sr. and Libby Rivet, Jr. during their employment, thus exposing them to asbestos dust released by the installation, removal, and repair of said products. Tommy Rivet was exposed to asbestos fiber through the work of his father and brother from these asbestos-containing materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

41.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

42.

Plaintiff further alleges that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

43.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

44.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is

dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular

meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

45.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

46.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

47.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

48.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information.

49.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

50.

Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

51.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestos-containing products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are potential "smoking gun" documents. This is so because of the nature, duties, obligations and responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are filled with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse manufacturing and non-manufacturing operations. This documentation often times points out deficiencies in Westinghouse operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential smoking gun documents (emphasis added).

Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "smoking gun" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as potential smoking guns (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The smoking gun possibilities of such documentation are readily apparent (emphasis added). Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files

Again, the smoking gun possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, if the information is not or was not conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

Recommendations

Plant Correspondence Files (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of

documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

“Historical Files or Industrial Hygiene Department”

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

Bair’s Conclusions

Toxic tort litigation, including toxic tort-related workmen’s compensation litigation, show no signs of abating in the near future. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many “experts”, result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair’s conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was ***avoiding litigation*** and having to answer fraud allegations therein.

52.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation thereof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a “plan to commit a fraud on the Courts of the United States.”

53.

The document destruction program set out in Bair’s memo was actually implemented by Westinghouse, as is evidenced by a memorandum entitled “Document Retention” that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had “informed Wayne to begin discarding [certain documents].” These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

54.

Defendant, General Electric (“GE”), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Libby Rivet, Sr. and Libby Rivet, Jr., thus exposing them to asbestos dust released by the installation, removal, and repair of said products. Tommy Rivet was exposed to asbestos fiber through the work of his father and brother from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE.

55.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

56.

Plaintiff further alleges that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

57.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric’s association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The

testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that 13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

58.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room. Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric, informing him that these suits were justified. She further recommended that General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation.

Furthermore, Carl Obermaier, a GE plant manager, wrote to Hamilton acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934,

between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

59.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

60.

Moreover, various published reports and articles available to GE, prove that GE was empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

- (1) Safety Management: Accident Cost and Control, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces

asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;

(2) Asbestos-Dust Exposures at Various Levels and Mortality, a published article written in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;

(3) Asbestos Exposure Smoking, and Neoplasia, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.

(4) Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.

(5) Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos posed a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.

(6) The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.

(7) Recommended Safety Practices for Handling Asbestos Fiber, an article written by Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.

(8) Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

61.

Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General Electric Company; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.); Westinghouse; Uniroyal, Inc.; Taylor-Seidenbach, Inc., and International Paper Company were in the business of manufacturing, fabricating, selling

and/or distributing asbestos-containing products, including but not limited to asbestos-containing pipe covering, pipe coating, blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These companies sold, installed, removed and/or abated these products to and/or at Avondale. In addition, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer CropScience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company --(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Westinghouse--(block, boiler, turbine and turbine insulation, generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc.--(cloth, tape, yarn, and adhesives). During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Taylor Seidenbach, Inc.; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.); Taylor Seidenbach, Inc., Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Libby Rivet, Sr. and Libby Rivet, Jr. were working thereby exposing them during their handling of asbestos-containing products. Tommy Rivet was exposed to asbestos-containing products manufactured, distributed, sold, and/or handled by all "defendants" named in this petition through the work of his father and brother.

62.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further,

these defendants failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

63.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company, Tommy Rivet, through the work of his father and brother, inhaled asbestos fibers emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which she suffered and died. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

64.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products

Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a follow-up study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the Public Health Reports, Volume 50, No. 1, January 4, 1935.

65.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

66.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's

physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, 'Yes. We save a lot of money that way.'" (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

67.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

68.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

69.

Eagle, Inc. and Taylor-Seidenbach, Inc., did contracting work as early as the 1940s. Likewise, The McCarty Corporation (formerly McCarty Branton, Inc.) has done contracting work since its initial existence. Accordingly, Eagle, Inc., The McCarty Corporation (formerly McCarty Branton, Inc.), and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). Likewise, these companies were also

aware of health and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. The Rivets were exposed to asbestos both through their contracting work and through products manufactured, distributed, and sold by them throughout his career. Yet at no time were the Rivets protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, the Rivets were not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn the Rivets of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of Atzenhoffer, et al v. National Gypsum, Co., et al, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

70.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed infra). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time were Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet advised of these hazards as defendants failed and refused to warn the Rivets of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representative during the construction of their boilers.

71.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

72.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Tommy Rivet, through the work of his father and brother, was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and she contracted mesothelioma and other related ill health effects.

73.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over the Rivets and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

74.

Petitioners' causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

75.

As a result of the aforementioned acts of the hereinabove named defendants, Tommy Rivet contracted mesothelioma which was diagnosed on approximately May 19, 2022.

76.

All of the hereinabove named defendants are jointly, severally, and *in solido* liable to petitioner for the damages sustained as a result of Tommy Rivet's contraction of mesothelioma. Petitioner is entitled to damages for the following damages suffered by Tommy Rivet: physical pain and suffering of Tommy Rivet; mental pain and anguish (including but not limited to fear of death) which Tommy Rivet suffered; fear of death, humiliation and emotional distress suffered by Tommy Rivet, loss of income of Tommy Rivet; medical expenses; care and personal assistance provided to Tommy Rivet; loss of personal services; loss of enjoyment of life and lifestyle; and all other general damages arising out of this action which may be shown at the trial of this matter.

WHEREFORE, petitioner, Tommy P. Rivet, prays that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment

rendered herein in favor of petitioner and against defendants for all damages suffered by petitioner together with legal interest and all costs associated with the prosecution of this claim. Petitioner further prays for all general and equitable relief.

Respectfully submitted,

ROUSSEL & CLEMENT



GÉROLYN P. ROUSSEL - 1134
PERRY J. ROUSSEL, JR. - 20351
JONATHAN B. CLEMENT - 30444
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1550 West Causeway Approach
Mandeville, LA 70471
Telephone: (985) 778-2733
Facsimile: (985) 778-2734
ATTORNEYS FOR PETITIONER,
TOMMY P. RIVET

PLEASE SERVE THE PETITION FOR DAMAGES, OPPOSITION TO MOTIONS FOR EXTENSION OF TIME, NOTICE OF VIDEOTAPED PERPETUATION FOR ALL PURPOSES INCLUDING PERPETUATION PURPOSES, AND THE NOTICE OF RECORDS DEPOSITION ON THE FOLLOWING:

1. **HUNTINGTON INGALLS INCORPORATED**
(formerly NORTHROP GRUMMAN SHIPBUILDING, INC.,
formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC.
formerly, AVONDALE INDUSTRIES, INC.
and formerly AVONDALE SHIPYARDS, INC.
and formerly, AVONDALE MARINE WAYS, INC.)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
2. **LOUISIANA INSURANCE GUARANTY ASSOCIATION**
(ON BEHALF OF AMERICAN MUTUAL LIABILITY INSURANCE COMPANY)
Through its agent for service of process:
Deidre Arceneaux
2142 Quail Run Drive
Baton Rouge, LA 70808
3. **THE TRAVELERS INDEMNITY COMPANY**
Through its agent for service of process:
Secretary of State
Legal Services Sections
8585 Archives Ave.
Baton Rouge, La. 70809
4. **CERTAIN UNDERWRITERS AT LLOYD'S, LONDON**
Through its agent for service of process:
Secretary of State
Legal Services Sections
8585 Archives Ave.
Baton Rouge, La. 70809
5. **PENNSYLVANIA GENERAL INSURANCE COMPANY**
Through its agent for service of process:
Secretary of State
Legal Services Sections
8585 Archives Ave.
Baton Rouge, La. 70809
6. **EAGLE, INC.**
Through its agent for service of process:
Susan B. Kohn
1100 Poydras St.
30th Floor
New Orleans, LA 70163
7. **BAYER CROPSCIENCE, INC. (SUCCESSOR TO LONG ARM SERVICE**
RHONE POULENC AG COMPANY,
FORMERLY AMCHEM PRODUCTS, INC.,
FORMERLY BENJAMIN FOSTER COMPANY)
(Via Louisiana Long Arm Statute)
through its agent for service of process:
Corporation Service Company
80 State Street
Albany, New York 12207

8. **FOSTER WHEELER LLC** **LONG ARM SERVICE**
(formerly FOSTER WHEELER CORPORATION)
(Via Louisiana Long Arm Statute)
Through its registered agent for service of process:
United Agent Group, Inc.
3411 Silverside Road, Suite 104
Tatnall Building
Wilmington, DE 19810
9. **GENERAL ELECTRIC COMPANY**
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
10. **HOPEMAN BROTHERS, INC.** **LONG ARM SERVICE**
(Via Louisiana Long Arm Statute)
AWH Corporation
435 Essex Ave., Suite 101
Waynesboro, Virginia 22980
11. **TAYLOR-SEIDENBACH, INC.**
Through its agent for service of process:
Hal Shepard
731 South Scott St.
New Orleans, LA 70119
12. **PARAMOUNT GLOBAL** **LONG ARM SERVICE**
(f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
Through its agent for service of process:
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808
13. **UNIROYAL, INC.** **LONG ARM SERVICE**
(Via the Louisiana Long Arm Statute)
70 Great Hill Road
Naugatuck, CT 06770
14. **INTERNATIONAL PAPER COMPANY**
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La 70816

Baril, Gerard

February 28, 2023

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IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

~~~~~

FRANK P. RAGUSA, JR.,  
Plaintiff,

vs.

Case No. 2:21-cv-01971

LOUISIANA INSURANCE  
GUARANTY ASSOCIATION,  
et al.,  
Defendants.

~~~~~

Remote Videotaped Deposition of
GERARD BARIL

February 28, 2023
9:10 a.m. PST

Witness Present at:
Forensic Analytical Consulting Services
21228 Cabot Boulevard
Hayward, California

Denise M. Munguia, RDR, CRR, CRC, CLR
California CSR #14033



Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com

1 THE VIDEOGRAPHER: Good morning. We are on the
2 video record at 9:10 a.m. I'm Joseph Blea from
3 Henderson Legal Services in Arlington, Virginia. The
4 phone number is 877-548-8787. This is the matter
5 pending before the United States District Court, Eastern
6 District of Louisiana in the case captioned Frank P.
7 Ragusa, Jr., versus Louisiana Insurance Guaranty
8 Association, et al. The case number is 2:21-cv-01971.
9 This is the beginning of media number one, volume one,
10 of the deposition of Gerard Baril on February 28th,
11 2028. We are located at 21228 Cabot Boulevard in
12 Hayward, California. This is taken on behalf of the --
13 is it the Plaintiff?

14 MR. CLEMENT: Defendant.

15 THE VIDEOGRAPHER: It's taken on behalf of the
16 Defendant.

17 Counsel, would you please identify yourselves
18 starting with the questioning attorney.

19 MR. POWELL: We will go ahead and do that on the
20 written record. We'll submit our appearances to the
21 court reporter for the written transcript, if everyone
22 agrees with that, so we don't have to go through
23 everybody right now.

24 MR. CLEMENT: Yeah. And this is Jonathan
25 Clement, plaintiff's counsel. We're agreeable to that.

Baril, Gerard

February 28, 2023

33

1 then I'm fine with that.

2 BY MR. POWELL:

3 Q Okay. We're going to call them wallboards.

4 Mr. Baril, is it your understanding that Mr. Ragusa

5 testified that he was in the vicinity of Hopeman

6 Brothers employees as they were cutting a material, a

7 wallboard material on the Zapata rig?

8 **A Yes.**

9 MR. BURG: Object to form.

10 BY MR. POWELL:

11 Q And Mr. Ragusa recalled that Hopeman Brothers

12 was working on the rig, cutting the wallboard to be

13 installed in the living quarters of that rig, correct?

14 **A Yes.**

15 MR. BURG: Object to form.

16 BY MR. POWELL:

17 Q In your opinion --

18 **A If you couldn't hear me over the objection, the**

19 **answer is yes.**

20 Q Okay. And assuming those boards contained a

21 Marinite core and some type of an asbestos laminate on

22 it, would it be your opinion that Hopeman Brothers

23 exposed Mr. Ragusa to asbestos dust during the cutting

24 of those wallboards?

25 **A Yes.**

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Baril, Gerard

February 28, 2023

34

1 MR. BURG: Object to form.

2 BY MR. POWELL:

3 Q I'm sorry. What was your answer, Mr. Baril?

4 **A Yes.**

5 Q And did Mr. Ragusa's exposures to the asbestos
6 dust from Hopeman Brothers wallboards significantly
7 increase his risk of developing mesothelioma?

8 **A Yes.**

9 MR. BURG: Object to form.

10 BY MR. POWELL:

11 Q We're getting some over -- so your answer?

12 MR. CLEMENT: Yeah. Just wait. Just wait.

13 THE WITNESS: Okay. My answer is yes.

14 BY MR. POWELL:

15 Q All right. Now, if those boards were, in fact,
16 composed of Marinite and Micarta and those materials
17 contained asbestos in the amounts that we have discussed
18 in prior cases, it would be your opinion that Mr. Ragusa
19 was exposed to asbestos that significantly increased his
20 risk of developing mesothelioma from the Marinite
21 portion of those boards?

22 MR. BURG: Object to form.

23 THE WITNESS: My answer is yes.

24 BY MR. POWELL:

25 Q Okay. And likewise, if those boards contained a

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1 Micarta laminate that contained asbestos, would it be
2 your opinion that Mr. Ragusa was exposed to asbestos
3 from Micarta laminate at levels that significantly
4 increased his risk of developing mesothelioma?

5 MS. BOWLIN: Object to the form.

6 MR. BURG: Object to form.

7 MS. BOWLIN: Misstates the facts of the case.
8 Improper hypothetical.

9 THE WITNESS: My answer is yes.

10 BY MR. POWELL:

11 Q Now, Mr. Ragusa had two additional employments
12 where he was directly employed at Avondale, one of them
13 was from June 20, 1980 to December 7th, 1981, and the
14 other one was from October 18, 1982 to February 7, 1982.
15 Those reports, like the earlier one we discussed, are
16 not in your report, so would it be safe to assume you
17 formed no opinions as to whether Mr. Ragusa sustained
18 exposures to asbestos at Avondale during those two later
19 employments from 1980 to 1981 and 1982 to 1983?

20 **A That is correct.**

21 Q Mr. Baril, in other cases involving Avondale and
22 some of the facilities in this case --

23 **A Kevin, you froze. Kevin, could you repeat? You**
24 **froze.**

25 Q Sure. Am I back?

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REPORTER'S CERTIFICATE

I, Denise M. Munguia, RDR, CRR, CRC, CLR,
California CSR #14033, Certified Shorthand Reporter,
certify:

That the foregoing proceedings were taken before me
at the time and place therein set forth, at which time
the witness was put under oath by me;

That the testimony of the witness, the questions
propounded, and all objections and statements made at
the time of the examination were recorded
stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript
of my shorthand notes so taken.

I further certify that I am not a relative or
employee of any attorney of the parties, nor financially
interested in the action.

I declare under penalty of perjury under the laws
of California that the foregoing is true and correct.

Dated this 6th day of March, 2023.



Denise M. Munguia, CSR #14033

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

TOMMY RIVET * **CIVIL ACTION NO. 2:22-cv-2584**
* **SECTION "J" (5)**
VS. * **JUDGE CARL J. BARBIER**
* **MAG. JUDGE MICHAEL NORTH**
HUNTINGTON INGALLS * **MAG. JUDGE MICHAEL NORTH**
INCORPORATED, ET AL.

FIRST SUPPLEMENTAL AND AMENDING COMPLAINT

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Janet M. Rivet and Kayla Rivet, who suggest to the Court that they desire to supplement and amend the original Petition for Damages in the following particulars:

I.

By amending the caption, body, and prayer of the original Petition for Damages to include as Plaintiffs, Janet M. Rivet, surviving spouse of Tommy Rivet, and Kayla Rivet, daughter of Tommy Rivet, and to assert any and all rights and claims to which they are entitled as a result of the injuries and death of Tommy Rivet, as well as to assert any and all survival and wrongful death claims to which they are entitled.

II.

By supplementing and amending the caption, body, and prayer of the Original Petition for Damages to add as additional defendants the following:

SPARTA INSURANCE COMPANY

III.

By adding an additional paragraph to be numbered "77" to read as follows:

77.

Sparta Insurance Company is an alleged successor to American Employers Insurance Company, who provided coverage to Eagle, Inc. and the Avondale executive officers for the liability asserted herein, and Plaintiffs assert a direct action pursuant to Louisiana Revised Statute 22:1269 against Sparta Insurance Company for the liability of Eagle, Inc. and the following executive officers of Avondale: James Bull, Henry “Zac” Carter, Burnette “Frenchy” Bordelon, James O’Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett.

IV.

By adding an additional paragraph to be numbered "78" to read as follows:

"78."

On January 27, 2023, original Plaintiff, Tommy Rivet, died in the State of Louisiana. At the time of his death, he was survived by his wife, Janet M. Rivet, and his daughter, Kayla Rivet, who wish to be substituted as Plaintiffs for all survival damages currently existing against all Defendants. In addition, Janet M. Rivet and Kayla Rivet assert any and all rights and claims for wrongful death damages against all Defendants.

V.

By adding an additional paragraph to be numbered "79" to read as follows:

79.

Decedent, Tommy Rivet, died on January 27, 2023, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects related thereto.

VI.

By adding an additional paragraph to be numbered “80” to read as follows:

80.

Pennsylvania General Insurance Company is now known as Pennsylvania Insurance Company. In addition to the previous allegations set forth against Pennsylvania General Insurance Company and/or Pennsylvania Insurance Company, Pennsylvania Insurance Company is a successor to the liability of the policies issued by American Employers Insurance Company pursuant to a purchase of the assets and liabilities of American Employers Insurance Company, which included liabilities associated with policies issued by American Employers Insurance Company covering Eagle, Inc. and the Avondale executive officers.

VII.

By adding an additional paragraph to be numbered "81" to read as follows:

81.

As a result of the acts of all of the Defendants named herein and in the Original Petition For Damages, Tommy Rivet contracted mesothelioma which caused or contributed to his death on January 27, 2023.

VIII.

By adding an additional paragraph to be numbered "82" to read as follows:

82.

All of the Defendants named in this First Supplemental and Amending Complaint as well as in the Original Petition for Damages are jointly, severally, and *in solido* liable to Plaintiffs for the damages sustained by Mr. Rivet and by them as a result of Mr. Rivet's contraction of asbestos-related mesothelioma and death.

IX.

By adding an additional paragraph to be numbered "83" to read as follows:

83.

Petitioners are entitled to damages for the following: physical pain and suffering of Tommy Rivet; mental pain and anguish (including but not limited to fear of death) which Mr. Rivet suffered; humiliation and emotional distress suffered by Mr. Rivet, loss of income and earning capacity of Mr. Rivet; medical expenses; care and personal assistance provided to Mr. Rivet; loss of personal services; loss of

enjoyment of life and lifestyle; loss of support to wife and child; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Janet Rivet, the wife of Mr. Rivet, and Kayla Rivet, the daughter of Tommy Rivet, as a result of the death of Mr. Tommy Rivet; funeral expenses; lost expenses related to the injuries and death of Tommy Rivet; funds expended for the care and treatment of Tommy Rivet; and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

X.

Petitioners reaver and incorporate herein by reference as if copied herein *in extenso* all allegations of the Original Petition For Damages.

XI.

A trial by jury is demanded on all issues.

WHEREFORE, Plaintiffs, Janet M. Rivet and Kayla Rivet, reiterating the prayers of the original Petition for Damages, as though set forth at length herein, pray that the original Petition for Damages be supplemented and amended in the above particulars, that the Defendants be duly cited to appear and answer, and that after all due proceedings are had, there be judgment rendered herein in favor of Petitioners and against Defendants for all damages suffered by Petitioners, together with legal interest from the date of judicial demand, and all costs associated with the prosecution of this claim. Petitioners further pray for a jury trial on all issues and for all general and equitable relief to which they may be entitled.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the First Supplemental and Amending Complaint has been served upon counsel for all parties by Electronic Service through the Electronic Case Filing System or by FAX, on this 16th day of February, 2023.

/s/ Jonathan B. Clement
JONATHAN B. CLEMENT

Respectfully Submitted;

ROUSSEL & CLEMENT

/s/ Jonathan B. Clement
GEROLYN P. ROUSSEL #1134
PERRY J. ROUSSEL, JR. #20351
JONATHAN B. CLEMENT #30444
LAUREN R. CLEMENT #31106
1550 West Causeway Approach
Mandeville, Louisiana 70471
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ATTORNEYS FOR PLAINTIFFS,
JANET RIVET AND KAYLA RIVET

FILED
2024 MAR - 1 PM 3:09
CIVIL DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NUMBER: 2024-01931

DIVISION " D "

SEC: " 12 "

ERICA DANDRY CONSTANZA and MONICA DANDRY HALLNER

versus

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY

FILED: _____ DEPUTY CLERK

PETITION FOR DAMAGES

The petition of Erica Dandry Constanza and Monica Dandry Hallner, persons of the full age of majority, with respect represent:

1.

Defendants, Eagle, Inc. and Taylor-Seidenbach, Inc., are domestic corporations with their registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of Eagle, Inc. and Taylor-Seidenbach, Inc. occurred in the Parish of Orleans. Moreover, Henry "Zac" Carter, C. Edwin Hartzman, and Hettie Dawes Eaves were domiciled in Orleans Parish at the time of their deaths. Additionally, Mr. Dandry was exposed to asbestos in the Parish of Orleans and received injury in the Parish of Orleans. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure Articles 42, 73, and 74.

2.

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.;

TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; and INTERNATIONAL PAPER COMPANY (hereinafter collectively referred to as “defendants”), are all corporations incorporated under the laws of the various states of the United States. Defendants all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

Michael P. Dandry, Jr. was employed in various positions by or on the premises of Huntington Ingalls Incorporated (formerly Northrop Grumman Shipbuilding, Inc., formerly, Northrop Grumman Ship Systems, Inc., formerly, Avondale Industries, Inc., formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter “Avondale”) between June 1, 1971, and August 16, 1971. At various times during this employment, Mr. Dandry was exposed to asbestos. Also, Mr. Dandry was exposed to asbestos carried home on his person, clothing, and other items. These exposures to Mr. Dandry caused and/or contributed to his development of mesothelioma and other related ill health effects. During Mr. Dandry’s employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by the “defendants.”

4.

From approximately June 1, 1971, and August 16, 1971, while Michael Dandry, Jr. was a direct employee of Avondale, Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey were executive officers of Avondale with the specific responsibility for the health and safety of Mr. Dandry and his fellow employees during the time Mr. Dandry was exposed to substances which resulted in his mesothelioma and death.

5.

Sparta Insurance Company provided insurance coverage for the liability of the following executive officers of Avondale: Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George

Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey. Pursuant to Louisiana Revised Statute 22:1269, plaintiffs assert a direct action against Sparta Insurance Company for the liability of these alleged executive officers of Avondale.

6.

Defendant, Avondale, had the responsibility for the health and safety of Michael Dandry, Jr. and his fellow employees during the time Mr. Dandry was exposed to the asbestos which resulted in his mesothelioma. Avondale had the responsibility of providing him with a safe place to work; however, Avondale failed to protect him from the dangers of asbestos dust exposure, for which Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Dandry would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from these individuals knowledge of the dangers from exposure to asbestos fiber.

7.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Mr. Dandry;
- c) Failing to provide necessary protection to Michael Dandry, Jr.;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;
- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- j) Requiring employees to dispose of asbestos in dumpsters, into the river, and onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- k) Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;

- l) Failing to warn of the dangers of exposure to asbestos;
- m) Requiring employees to dispose of asbestos without precautions to prevent exposure;
- n) Failing to post warnings regarding asbestos and the hazards of same;
- o) Failing to warn employees that exposure to asbestos could cause deadly diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- p) Failing to warn employees of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants and individuals committed these intentional acts knowing full well that Mr. Dandry's injuries would follow or were substantially certain to follow.

8.

As a result of these exposures to asbestos, Michael Dandry, Jr. contracted mesothelioma and other related ill health effects associated therewith, which was first diagnosed on approximately April 12, 2023.

9.

Michael Dandry, Jr. died on November 5, 2023, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects which resulted from exposure to asbestos. At the time of his death, Mr. Dandry was survived by his daughters, Erica Dandry Constanza and Monica Dandry Hallner. Erica Dandry Constanza and Monica Dandry Hallner assert all survival and wrongful death claims and rights to which they are entitled as a result of the injury and death of Michael Dandry, Jr.

10.

Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos and that Mr. Dandry would suffer from asbestos-related disease, including mesothelioma, lung cancer, cancer, and other related ill health effects, as a result of this exposure, but they failed and/or willfully withheld knowledge of the dangers to his health from exposure to asbestos fiber and other toxic substances.

11.

Avondale and its executive officers had the responsibility of providing Michael Dandry, Jr. with a safe place to work and safety equipment with which to conduct their work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect Mr. Dandry from

the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain workers, including Mr. Dandry, would develop disease as a result thereof.

12.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which Avondale is strictly liable under Louisiana law.

13.

All defendants had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which these defendants are strictly liable under Louisiana law.

14.

Defendants, Avondale and its executive officers, are answerable for the conduct of those handling asbestos products on their premises, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury to Mr. Dandry, and for which defendants are liable under Louisiana law.

15.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Michael Dandry, Jr. from the unreasonably dangerous conditions created by asbestos which existed at their job sites due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence which required Avondale to provide to Michael Dandry, Jr. and his co-workers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Dandry, thereby resulting in his injuries.

16.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted asbestos-related mesothelioma, and other related ill health effects as a result thereof, for which all defendants are jointly, severally, and in solido liable.

17.

At all times material herein, Michael Dandry, Jr. was exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestos-containing products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne

Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Dandry of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that it could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by these companies, Mr. Dandry was exposed to asbestos fibers proximately causing his mesothelioma, cancer, and other related ill health effects. Plaintiffs further contend that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

18.

During the employment of Michael Dandry, Jr., Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed these individuals to asbestos-containing products, which caused and/or contributed to Michael Dandry, Jr.'s asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Dandry and for which Hopeman Brothers, Inc. is strictly liable under Louisiana law. Moreover, defendant, Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Dandry and for which defendant is strictly liable under Louisiana law.

19.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein.

20.

Plaintiffs also make additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

21.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

22.

International Paper Company is the successor to U.S. Plywood. Throughout the time he was employed by Avondale, Michael Dandry, Jr. was exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of this exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood.

23.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

24.

Defendant, PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation), (hereinafter “Westinghouse”), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Michael Dandry, Jr. during his employment, thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Michael Dandry, Jr. was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

25.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

26.

Plaintiffs further allege that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

27.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in

the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

28.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony

of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

29.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

30.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

31.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

32.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information.

33.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing

wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

34.

Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

35.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestos-containing products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are potential "smoking gun" documents. This is so because of the nature, duties, obligations and responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are filled with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse

manufacturing and non-manufacturing operations. This documentation often times points out deficiencies in Westinghouse operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential smoking gun documents (emphasis added).

Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "smoking gun" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as potential smoking guns (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The smoking gun possibilities of such documentation are readily apparent (emphasis added). Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files

Again, the smoking gun possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, if the information is not or was not conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

Recommendations

Plant Correspondence Files (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

“Historical Files or Industrial Hygiene Department”

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

Bair’s Conclusions

Toxic tort litigation, including toxic tort-related workmen’s compensation litigation, show no signs of abating in the near future. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many “experts”, result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair’s conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was ***avoiding litigation*** and having to answer fraud allegations therein.

36.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation thereof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a “plan to commit a fraud on the Courts of the United States.”

37.

The document destruction program set out in Bair’s memo was actually implemented by Westinghouse, as is evidenced by a memorandum entitled “Document Retention” that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had “informed Wayne to begin discarding [certain documents].” These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

38.

Defendant, General Electric (“GE”), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and

repaired by or in close proximity to Michael Dandry, Jr., thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Mr. Dandry was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE.

39.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

40.

Plaintiffs further allege that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

41.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric's association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that

13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

42.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room. Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric, informing him that these suits were justified. She further recommended that General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation. Furthermore, Carl Obermaier, a GE plant manager, wrote to Hamilton acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934, between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained

inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

43.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

44.

Moreover, various published reports and articles available to GE, prove that GE was empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

- (1) Safety Management: Accident Cost and Control, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;

- (2) Asbestos-Dust Exposures at Various Levels and Mortality, a published article written in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;
- (3) Asbestos Exposure Smoking, and Neoplasia, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.
- (4) Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.
- (5) Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos posed a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.
- (6) The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.
- (7) Recommended Safety Practices for Handling Asbestos Fiber, an article written by Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.
- (8) Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

45.

Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General Electric Company; Westinghouse; Uniroyal, Inc.; Taylor-Seidenbach, Inc., and International Paper Company were in the business of manufacturing, fabricating, selling and/or distributing asbestos-containing products, including but not limited to asbestos-containing pipe covering, pipe coating,

blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These companies sold, installed, removed and/or abated these products to and/or at Avondale. In addition, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer Cropscience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company --(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Westinghouse--(block, boiler, turbine and turbine insulation, generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc.--(cloth, tape, yarn, and adhesives). During various periods of time, Eagle and Taylor Seidenbach, Inc. would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Michael Dandry, Jr. was working thereby exposing him during their handling of asbestos-containing products. Mr. Dandry was exposed to asbestos-containing products manufactured, distributed, sold, and/or handled by all "defendants" named in this petition.

46.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

47.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc.,

Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company, Mr. Dandry inhaled asbestos fibers and other harmful substances emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which he suffers. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

48.

Prior to the time Mr. Dandry was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

49.

All defendants made the misrepresentations cited in the foregoing paragraph despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

50.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or handled by "defendants," and he contracted mesothelioma and other related ill health effects, which was first diagnosed on approximately April 12, 2023, and from which he died on November 5, 2023.

51.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry, and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

52.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like Mr. Dandry.

53.

By the time Mr. Dandry began working with and around asbestos products, virtually every state in the United States recognized asbestosis and silicosis as compensable claims under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis and silicosis as a compensable occupational disease. Moreover, all suppliers (as well as independent contractors) to any company with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943. Likewise, there were industrial health standards regarding asbestos in Louisiana since 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Mr. Dandry was never warned of any hazard associated with asbestos or silica, was never protected by use of

adequate ventilation, and was required to work next to insulators using asbestos products. He never saw a warning on any asbestos product nor was he warned by any contractor using asbestos or silica products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Mr. Dandry was exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos and silica exposure, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, Mr. Dandry was not warned of the health hazards associated with exposure to asbestos.

54.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation and/or concealment which proximately caused the injuries to the Petitioner in the following manner:

- 1) The material published or caused to be published was false and incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.
- 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:
 - a) To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestos-related products;
 - b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
 - c) To influence in the defendant's favor, legislation to regulate asbestos exposures and unlimited medical and disability claims for compensation;
 - d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
 - e) To prevent relevant medical inquiry about asbestos disease;
 - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
 - g) To induce the Petitioner to use and continue to use asbestos products.
- 3) The Petitioner reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products because Petitioner believed it to be safe.
- 4) Defendants, intended the Petitioner to rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
- 5) Defendants are in a position of superior knowledge regarding the health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which

Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

55.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that Mr. Dandry was first exposed to asbestos and continued throughout his employment. The fact that workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (*McNeely v. Carolina Asbestos Co.*, May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the McNeely case and others like it injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance--"sort of a right pocket to left pocket...in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in Bradley v. Todd Shipyards, Inc., C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

56.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses

and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing *Borel v. Fibreboard Paper Products Corporation*, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a '**game plan**' for the continued defense of these asbestosis cases **with the other defendants.**" In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economically (sic) impossible for the plaintiffs to pursue the other cases." These attempts to prevent and stifle valid claims by plaintiffs such as Mr. Dandry shows that the defendants, to this day, are committing fraud.

57.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a follow-up study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the

asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the Public Health Reports, Volume 50, No. 1, January 4, 1935.

58.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

59.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos

poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, 'Yes. We save a lot of money that way.'" (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

60.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

61.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. Members included, among others, Uniroyal, Inc., which is a defendant in this action. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard'". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various

issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

62.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety. Charles Limerick, former manager of the Ruberoid Vermont Mines, has admitted that he was aware of dangers of asbestos as far back as the 1930's and 1940's. GAF/Ruberoid was put on notice of dangers in 1935 or 1936 through correspondence with "Asbestos" magazine. Ruberoid subscribed and advertised in "Asbestos". Moreover, Ruberoid was prodded by lawsuits brought by its employees alleging that they had developed asbestosis as early as 1934.

63.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

64.

Eagle, Inc. and Taylor-Seidenbach, Inc. did contracting work as early as the 1940s. Accordingly, Eagle, Inc. and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the

U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). Likewise, these companies were also aware of health and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. Mr. Dandry was exposed to asbestos both through their contracting work and through products manufactured, distributed, and sold by them throughout his career. Yet at no time was Mr. Dandry protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, Mr. Dandry was not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of Atzenhoffer, et al v. National Gypsum, Co., et al, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

65.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Mr. Dandry was last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time was Mr. Dandry advised of these hazards as defendants failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representatives during the construction of their boilers.

66.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

67.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and he contracted mesothelioma, cancer, and other related ill health effects.

68.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

69.

Petitioners' causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

70.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted mesothelioma and other related ill health effects and died from mesothelioma.

71.

All of the hereinabove named defendants are jointly, severally, and *in solido* liable to petitioner for the damages sustained as a result of Mr. Dandry's contraction of mesothelioma and other related ill health effects and death. Petitioners are entitled to damages for the following:

physical pain and suffering of Michael Dandry, Jr.; mental pain and anguish (including but not limited to fear of death) which Mr. Dandry suffered; fear of death, humiliation and emotional distress suffered by Mr. Dandry, loss of income and earning capacity of Mr. Dandry; medical expenses; care and personal assistance provided to Mr. Dandry; loss of personal services; loss of enjoyment of life and lifestyle; loss of support to children; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Erica Dandry Constanza and Monica Dandry Hallner, the children of Mr. Dandry, as a result of the death of Mr. Dandry; funeral expenses; lost income and expenses related to the injuries and death of Michael Dandry, Jr., funds expended by each of the plaintiffs herein for the care and treatment of their father, and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

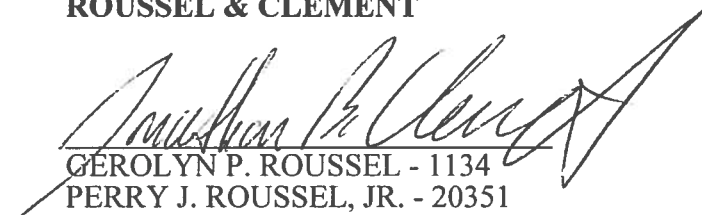
72.

A trial by jury is demanded on all issues.

WHEREFORE, petitioners, Erica Dandry Constanza and Monica Dandry Hallner, pray that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment rendered herein in favor of petitioners and against defendants for all damages suffered by petitioners together with legal interest and all costs associated with the prosecution of this claim. Petitioners further pray for all general and equitable relief.

Respectfully submitted,

ROUSSEL & CLEMENT



GEROLYN P. ROUSSEL - 1134
PERRY J. ROUSSEL, JR. - 20351
JONATHAN B. CLEMENT - 30444
LAUREN R. CLEMENT - 31106
BENJAMIN P. DINEHART - 33096
1550 West Causeway Approach
Mandeville, LA 70471
Telephone: (985) 778-2733
Facsimile: (985) 778-2734
ATTORNEYS FOR PETITIONERS,
ERICA DANDRY CONSTANZA and
MONICA DANDRY HALLNER

PLEASE SERVE THE PETITION FOR DAMAGES ON THE FOLLOWING:

1. SPARTA INSURANCE COMPANY
Through its agent for service of process:
Secretary of State
Legal Services Sections
8585 Archives Ave.
Baton Rouge, La. 70809
2. HUNTINGTON INGALLS INCORPORATED
(formerly NORTHROP GRUMMAN SHIPBUILDING, INC.,
formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC.
formerly, AVONDALE INDUSTRIES, INC.
formerly AVONDALE SHIPYARDS, INC.
and formerly, AVONDALE MARINE WAYS, INC.)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
3. EAGLE, INC.
Through its agent for service of process:
Susan B. Kohn
1100 Poydras St.
New Orleans, LA 70163
4. BAYER CROPSCIENCE, INC. (SUCCESSOR TO RHONE POULENC AG COMPANY,
FORMERLY AMCHEM PRODUCTS, INC.,
FORMERLY BENJAMIN FOSTER COMPANY)
(Via Louisiana Long Arm Statute)
through its agent for service of process:
Corporation Service Company
80 State Street
Albany, New York 12207 **LONG ARM SERVICE**
5. FOSTER WHEELER LLC
(formerly FOSTER WHEELER CORPORATION)
(Via Louisiana Long Arm Statute)
Through its registered agent for service of process:
United Agent Group, Inc.
1521 Concord Pike
Suite 201
Wilmington, DE 19803 **LONG ARM SERVICE**
6. GENERAL ELECTRIC COMPANY
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
7. HOPEMAN BROTHERS, INC.
(Via Louisiana Long Arm Statute)
AWH Corporation
435 Essex Ave., Suite 101
Waynesboro, Virginia 22980 **LONG ARM SERVICE**
8. TAYLOR-SEIDENBACH, INC.
Through its agent for service of process:
Hal Shepard
731 South Scott St.
New Orleans, LA 70119

- 9. PARAMOUNT GLOBAL
 (f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
 Through its agent for service of process:
 Corporation Service Company
 251 Little Falls Dr.
 Wilmington, DE 19808 **LONG ARM SERVICE**

- 10. UNIROYAL, INC.
 (Via the Louisiana Long Arm Statute)
 70 Great Hill Road
 Naugatuck, CT 06770 **LONG ARM SERVICE**

- 11. INTERNATIONAL PAPER COMPANY
 Through its agent for service of process:
 CT Corporation System
 3867 Plaza Tower Dr.
 Baton Rouge, La 70816

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.	*	CIVIL ACTION NO. 2:21-cv-01971
	*	SECTION "J" (5)
VS.	*	JUDGE CARL J. BARBIER
	*	MAGISTRATE JUDGE
LOUISIANA INSURANCE		MICHAEL B. NORTH
GUARANTY ASSOCIATION,		
ET. AL.		

DECLARATION OF GERARD BARIL, CIH

I, Gerard Baril, CIH, declare:

I am of sound mind, capable of making this declaration, and personally familiar with the facts herein stated.

A true and correct copy of my report in this case, which was signed on January 11, 2023, is attached as Exhibit A, and I adopt herein all opinions set forth in this report and make them part of this Declaration. If I were present in Court, I would testify consistent with what I have stated in Exhibit A.

1. **Qualifications.** As stated on pages 1-2 of my report, I am certified by the Board for Global EHS Credentialing (BGC) as an Industrial Hygienist, and my curriculum vitae is attached as part of Exhibit A. I have a Bachelor of Science Degree in Geology (1978) from Rensselaer Polytechnic Institute. I have a Master of Science Degree in Environmental Health (1987) from Hunter College of the City University of New York (now known as the CUNY Graduate School of Public Health & Health Policy). I have worked in the field of occupational safety, industrial hygiene, and environmental health since 1978. I have practiced industrial hygiene (starting as an industrial hygiene technician) since 1982. Over the decades, I have conducted hundreds of industrial hygiene surveys qualifying and quantifying workers' exposures to a wide array of airborne contaminants including asbestos. I have conducted hundreds of seminars and worker training sessions on environmental health topics and safety issues ranging from

asbestos to zinc. I have guest-lectured on industrial hygiene topics at colleges in the New York City Metropolitan area. I have written or co-written employer safety compliance manuals addressing issues such as Bloodborne Pathogens, Ethylene Oxide, Hazard Communication, Silica, Confined Space Entry, Lead Hazards in Construction, etc. I am certified in the comprehensive practice of industrial hygiene by the Board for Global EHS Credentialing (Certificate # CP 4362). I obtained my core and comprehensive practice certifications in 1989. I was most recently recertified in the year 2022. In order to maintain my CIH certification, I have received continuing education, usually in the form of professional development courses, in a wide array of industrial hygiene disciplines and subjects. I am a member of the American Industrial Hygiene Association (AIHA) and a past-chairman (2004-2006) of the Membership Committee. I am a current member and past-treasurer (2017 to 2022) of the Northern California AIHA section. I am a past-member and Past-President (1994-1995) of the Metro New York Local AIHA section. I am a member of the ACGIH (formerly known as the American Conference of Governmental Industrial Hygienists). I am a member of the International Society of Indoor Air Quality and Climate.

2. **Basis for Opinions.** As identified on page 44 of my report, I have reviewed the depositions of Frank Ragusa, Jr., Callen Cortez, Richard Rodrigue, Burnette Bordelon, Luther Dempster, Jerry Savoie, Charlie Savoie, Michael J. Comardelle, Gustave Vonbodungen, Logan Lefort, Ollie Gatlin, and Luther Dempster. I have also reviewed the Avondale personnel file of Frank Ragusa, Jr. and the social security records of Frank Ragusa, Jr. My opinions are also based on my more than forty (40) years of professional experience, education and training, review of depositions and trial testimony, and an extensive review of documents related to asbestos exposures and diseases. A list of these documents is provided in Appendix A to my report, Reliance Documents. These documents include government regulations and publications, voluntary guidelines, publications from professional organizations, and peer reviewed articles describing exposures, exposure conditions, health effects, industries and occupations with exposure to asbestos and the occurrence of diseases caused by asbestos.
3. **Frank Ragusa, Jr.'s Exposure at Avondale.**
 - a. As stated on page 14 of my report, Mr. Ragusa worked at Avondale during several separate stints as a direct employee. During the time frames indicated below, he sustained exposures to asbestos resulting from asbestos structures released from asbestos cloth and asbestos wallboard. Mr. Ragusa, Jr. was initially employed by Avondale Shipyards as a tack welder at the Westwego Yard. He stated that his primary tasks involved tack welding of I-Beams and bulkheads on LASH Barges. During each and every day, he would cut two pieces of asbestos cloth, one for himself and the other for his fitter, from a roll of cloth located in the tool room. Mr. Ragusa identified the cloth material as Uniroyal asbestos cloth. He and his fitter either kneeled or laid upon the cloth while performing their work. In

order to prevent burns from contact with welding sparks and slag when performing overhead work, he and the fitter covered themselves with the asbestos cloth. Mr. Ragusa indicated that he saw Uniroyal asbestos cloth removed from boxes which indicated the name Eagle. He also saw boxes of insulation with the name Taylor-Seidenbach indicated on the boxes. He indicated that there were no asbestos health hazard warnings on the asbestos cloth or the boxes which contained the asbestos cloth.

- b. The asbestos concentrations to which Mr. Ragusa would have been exposed are set forth in the literature found in Table III of my report on pages 27-28. Harries et al. published exposure concentrations when working with asbestos cloth at 76.6 f/cc. Likewise Fleischer et al. reported concentrations ranging from 0.72 f/cc to 37 f/cc. Mangold et al. reported concentrations ranging from 0.6 f/cc to 34.2 f/cc.
- c. As stated on page 28 of my report, the data in Table III indicates Frank Ragusa's, occupational exposures to these thermal system asbestos products greatly exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos thermal system insulation products well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.
- d. As stated on page 34 of my report at Paragraph 4 and 5, Frank Ragusa, Jr. sustained occupational exposures to asbestos at Avondale from Uniroyal, Eagle, and Taylor-Seidenbach that exceeded historical and current occupational exposure limits which significantly increased his risk for developing mesothelioma.
- e. As stated on page 16 of my report, Mr. Ragusa worked as a crane relief operator and a hooker (a.k.a. rigger) in the main yard. He sustained exposures to asbestos resulting from asbestos dust created during the sawing and installation of asbestos wall panels performed by Hopeman Brothers. This asbestos exposure occurred on the deck of a Zapata Rig. Mr. Ragusa stated that the wallboard cutting area was at the same location on the Zapata Rig where he was stationed to unhook equipment as it was loaded onto the rig. Hopeman Brothers personnel were present five days per week. He indicated that he was usually within 5 - 10 feet of Hopeman Brothers' work.
- f. As stated on pages 27 - 28 of my report, the data in Table III indicates, Frank Ragusa's, occupational exposures to asbestos wallboards greatly exceeded concentrations

that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos wallboards well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.

- g. The concentrations to which Mr. Ragusa would have been exposed from Hopeman's activities are set forth in the literature found in Table III of my report on page 27-28. Various scientists have studied the cutting of asbestos wallboard and have shown concentrations ranging from 1.84 f/cc to over 200 f/cc. These include studies conducted by Gobbell Hays, Hatfield, Cross, Mount, and Millette.
- h. As stated on page 33-34 of my report at Paragraphs 1 and 2, Frank Ragusa, Jr. sustained occupational exposures to asbestos from Hopeman Brothers at Avondale that exceeded historical and occupational exposure limits which significantly increased his risk of mesothelioma.
- i. Also, as stated on page 18 of my report, Mr. Ragusa stated that he operated two Link-Belt 218 open cab truck cranes at the main yard of Avondale Shipyards in 1989 while working for a contractor. He describes the task of assisting with a gantry lift. He indicated that he sustained asbestos exposures emitted by the cranes' friction materials. There were no asbestos hazard warnings indicated on the crane. He received no asbestos hazard awareness training. No respirators were provided. As stated on page 33 of my report, Frank Ragusa, Jr. sustained occupational exposures to asbestos from his operation of this Link-Belt crane at Avondale that significantly increased his risk of mesothelioma.

4. Frank Ragusa's Exposure to Asbestos From Cranes

- a. On pages 17-27 of my report, I discussed Frank Ragusa's work as a crane operator of cranes with asbestos friction products at his various work sites, including petrochemical facilities, power plants, and other facilities. The cranes he identified were Marion, American, Manitowoc, and Link-Belt.
- b. As stated on page 28 of my report, Frank Ragusa sustained multiple direct and bystander occupational exposures to asbestos friction products while operating cranes with open cabs and during servicing of crane friction products, that significantly contributed to his risk of developing mesothelioma. The data provided in Table IV are estimates of the concentrations of workplace asbestos friction product

exposures sustained by Frank Ragusa. The exposures reported in the literature described in Table IV range from 0.02f/cc up to 87 f/cc for various tasks.

- c. As Table IV in my report indicates, Frank Ragusa's occupational exposures to asbestos friction products' dust exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposure presents a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to brake related asbestos well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.
- d. As stated on page 34 of my report at Paragraphs 4 and 5, Frank Ragusa, Jr. sustained occupational exposures to asbestos from Marion, Manitowoc, Link-Belt, and American that exceeded historical and occupational exposure limits and that significantly increased his risk of mesothelioma.

5. Frank Ragusa's Exposure to Asbestos from Gaskets and Insulation at Various Industrial Facilities.

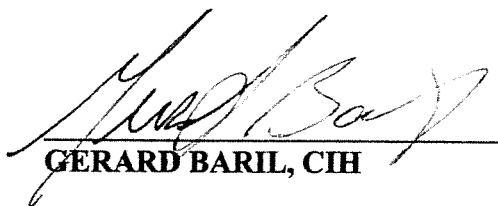
- a. On pages 18-27 of my report, I detail Frank Ragusa's occupational exposure to asbestos while working at the following industrial facilities: Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, and Vulcan.
- b. As stated on page 19 of my report, Mr. Ragusa sustained occupational bystander exposures to asbestos when at these facilities when he observed pipefitters changing asbestos gaskets and insulation workers changing insulation.
- c. On pages 18-20 of my report, I detail Frank Ragusa's occupational exposure to asbestos from asbestos gaskets and insulation from Foster Wheeler boilers, Riley Stoker boilers, General Electric turbines, and Westinghouse turbines.
- d. As stated on page 28 of my report, estimates of the concentrations of workplace asbestos exposures sustained by Frank Ragusa, Jr. during various asbestos-related activities that occurred at his places of work are provided in Table III. The literature in Table III reports a range of exposures for installation and removal of gaskets ranging between 0.03 f/cc and 31 f/cc for various tasks. The literature in Table III reports a range of exposures for removal of insulation ranging between 0.2 f/cc up to 490 f/cc.

- e. As stated on page 28 of my report, the data in Table III indicates, Frank Ragusa's, occupational exposures to thermal system asbestos products and gaskets at these locations greatly exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos thermal system insulation products and gaskets well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.

- f. As stated on pages 33-34 of my report in Paragraphs 1-2, Frank Ragusa, Jr. sustained occupational exposures to asbestos at the following locations that exceeded historical and occupational exposure limits which significantly increased his risk of mesothelioma: Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, and Vulcan.

- g. As stated on page 34 of my report in Paragraphs 4 and 5, Frank Ragusa, Jr. sustained occupational exposures to asbestos from Foster Wheeler boilers, Riley Stoker boilers, General Electric turbines, and Westinghouse turbines that exceeded historical and occupational exposure limits and that significantly increased his risk of mesothelioma.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on this 10th day of March, 2023, at Hayward, California.


GERARD BARIL, CIH



www.forensicanalytical.com

January 11, 2023

TO Mr. Jonathan Clement, Attorney at Law
Roussel & Clement
1550 West Causeway Approach
Mandeville, LA 70471
rcfirm@rousselandclement.com
Phone: 985-778-2733

FROM Gerard L. Baril, MS, CIH
Forensic Analytical Consulting Services
21228 Cabot Boulevard
Hayward, CA 94545
shark56@yahoo.com
Phone: 415-632-7926

RE Frank Ragusa, Jr. v. Asbestos Defendants
Industrial Hygiene Perspectives Regarding Exposure to Asbestos
FACS Project #PJ74427

Dear Mr. Clement,

I have been retained by attorneys representing Mr. Frank Ragusa, Jr. to provide opinions on his exposure to asbestos, industrial hygiene issues related to his exposure, and his consequential development of mesothelioma. This report provides my opinions regarding the Frank Ragusa, Jr. case. Specifically, the report will discuss asbestos and occupational exposure conditions that detrimentally impacted the health of Mr. Frank Ragusa, Jr.

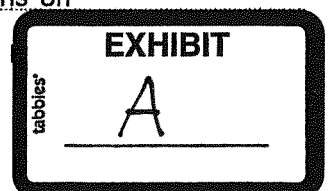
The opinions expressed herein are based on my research and review of various documents that address asbestos exposures in occupational settings, depositions, my education and training, and my more than forty years of professional experience in the field of environmental health and safety.

EXPERT WITNESS BACKGROUND INFORMATION

My name is Gerard L. Baril, CIH. I am a part-time Senior Project Manager employed by Forensic Analytical Consulting Services (FACS) located at 21228 Cabot Blvd, Hayward, CA 94545. FACS is an environmental health and safety consulting firm that specializes in evaluating and managing a variety of biological, chemical, and physical agents that impact human health. FACS provides asbestos, lead, mold, and PCB surveys, indoor environmental quality evaluations, occupational exposure monitoring, environmental health and safety plans, litigation support, and a variety of other services. FACS' clientele includes contractors, facility managers and owners, hospitals, attorneys, and insurance companies. FACS invoices \$420/hour for litigation support services which covers reviews of pertinent documents, related research, and travel. Deposition and trial services are invoiced at a rate of \$630.00/hour.

I have a Bachelor of Science Degree in Geology (1978) from Rensselaer Polytechnic Institute. I have a Master of Science Degree in Environmental Health (1987) from Hunter College of the City University of New York (now known as the CUNY Graduate School of Public Health & Health Policy). I have worked in the field of occupational safety, industrial hygiene, and environmental health since 1978. I have practiced industrial hygiene (starting as an industrial hygiene technician) since 1982. Over the decades, I have conducted hundreds of industrial hygiene surveys qualifying and quantifying workers' exposures to a wide array of airborne contaminants including asbestos. I have conducted hundreds of seminars and worker training sessions on

Right People. Right Perspective.



environmental health topics and safety issues ranging from asbestos to zinc. I have guest-lectured on industrial hygiene topics at colleges in the New York City Metropolitan area. I have written or co-written employer safety compliance manuals addressing issues such as Bloodborne Pathogens, Ethylene Oxide, Hazard Communication, Silica, Confined Space Entry, Lead Hazards in Construction, etc.

I am certified in the comprehensive practice of industrial hygiene by the Board for Global EHS Credentialing (Certificate # CP 4362). I obtained my core and comprehensive practice certifications in 1989. I was most recently recertified in the year 2022. In order to maintain my CIH certification, I have received continuing education, usually in the form of professional development courses, in a wide array of industrial hygiene disciplines and subjects.

I am a member of the American Industrial Hygiene Association (AIHA) and a past-chairman (2004-2006) of the Membership Committee. I am a current member and past-treasurer (2017 to 2022) of the Northern California AIHA section. I am a past-member and Past-President (1994-1995) of the Metro New York Local AIHA section. I am a member of the ACGIH (formerly known as the American Conference of Governmental Industrial Hygienists). I am a member of the International Society of Indoor Air Quality and Climate.

Until August 2017, I was certified by the New York State Department of Labor as an Asbestos Project Monitor, Inspector, Management Planner, and Project Designer (Certificate # 88-04252). I was certified by the New York City Department of Environmental Protection as an Asbestos Investigator (Certificate # 114730).

My professional profile and curriculum vitae, attached as Appendices B and C, respectively, provide information regarding my background and experience.

I have testified in the states of Louisiana, New Jersey, and New York where I have been accepted as an industrial hygiene expert.

BASIS OF OPINIONS

My opinions are based on my more than forty (40) years of professional experience, education and training, review of depositions and trial testimony, and an extensive review of documents related to asbestos exposures and diseases. A list of these documents is provided in Appendix A, Reliance Documents. These documents include government regulations and publications, voluntary guidelines, publications from professional organizations, and peer reviewed articles describing exposures, exposure conditions, health effects, industries and occupations with exposure to asbestos and the occurrence of diseases caused by asbestos. The opinions expressed herein are based on currently available information. If additional relevant information in this matter becomes available that alters or modifies these opinions, an appropriate revision will be reissued.

INDUSTRIAL HYGIENE

Industrial hygiene is the art and science of anticipation, recognition, evaluation, prevention, and control of environmental health hazards in the occupational setting. These core industrial hygiene principles are also used to evaluate environmental health hazards in non-occupational settings. Industrial hygienists use information provided by employers, facility managers, equipment manufacturers and suppliers of materials to identify potential health hazards in occupational and

non-occupational environments. Industrial hygienists also rely on interviews of employers and employees, research, education and training, and professional experience in the identification of potential environmental health hazards.

After potential hazards are identified, an evaluation of the workplace is performed to qualify and quantify the exposure to these hazards. This evaluation typically involves the review of: work or manufacturing process; administrative practices; exposure control measures such as ventilation systems; employee work practices; usage of personal protective equipment; and other factors that may affect exposure. If available, pertinent employee medical surveillance records, training records, accident investigations reports, and workers compensation claims data may be reviewed. Management, supervisors, and employees are usually interviewed.

Air sampling is conducted to quantify workers' exposures to airborne contaminants. Personal, breathing-zone air samples are collected for workers who are directly exposed to contaminants and for other workers who may be indirectly impacted by the exposure producing activities and conditions. Stationary, area air samples are often collected in order to estimate exposure concentrations to other workers. The air sampling results are compared to legal standards, exposure guidelines, and prior air sample results, if they exist. Occupational exposure limits/guidelines are published by OSHA¹⁻¹⁰ [Permissible Exposure Limits (PELs)], ACGIH¹²⁻¹⁴ [Threshold limit Values (TLVs)], NIOSH¹⁵ [Recommended Exposure Limits (RELs)], and other voluntary guidelines.

After the exposure has been evaluated, industrial hygienists follow the principle, known as the hierarchy of controls, to prevent, control, limit and/or reduce employee exposures to airborne contaminants. The hierarchy of controls concept was expressed more than one century ago in the year 1913 by William Howe Tolman¹⁶, author of *Safety Methods for Preventing Occupational and Other Accidents and Disease*, the first industrial safety textbook published in the English language. The hierarchy of controls is as follows:

1. Substitution of a less hazardous or non-hazardous material for the hazardous material. This control effectively eliminates the hazard and is the preferred approach, though it may not always be feasible.
2. Engineering controls can include process isolation or local exhaust ventilation that captures the contaminant at the point of generation. General area (dilution) ventilation is not recommended for the control of high hazard airborne particulates and carcinogens, such as asbestos.
3. Administrative controls are used to limit employee exposure through employee job rotation, however, this methodology is not an optimal solution for reducing exposures to carcinogens, such as asbestos, that are capable of causing chronic irreversible disease.
4. Safe work practices include altering the process and/or the employee work practices to methods that diminish the exposure to the airborne contaminant.
5. Personal protective equipment, such as respirators, is the control measure of last resort. Variables such as protection factors, proper selection, fit, and maintenance limit respirator effectiveness. Most importantly, respirators do not eliminate exposure; they reduce exposure based on the fit and protection factor of the respirator.

Education and training about occupational health hazards (i.e., hazard communication), regardless of exposure control methodology, is imperative so that workers understand their health risks and the proper application and limitations of control methods.

BRIEF HISTORY OF ASBESTOS RELATED DISEASES

From a toxicological perspective, asbestos is doubtlessly the most extensively studied of all minerals. There exists a huge body of publications that document the well-established adverse health effects associated with airborne exposure to asbestos fibers including, but not limited to, asbestosis, lung cancer, and mesothelioma. In modern times, the diseases associated with exposure to asbestos have been known for more than a century.

Asbestosis

The occurrence of pulmonary fibrosis, commonly known as asbestosis has been known for over one hundred fifteen (115) years. In 1906, Dr. Montague Murray first described a case of a carder in an asbestos factory with pulmonary fibrosis¹⁷⁻¹⁹. In 1924, Dr. W.E. Cooke diagnosed pulmonary fibrosis in a woman who had worked in an asbestos factory¹⁷. In 1927, Dr. Cooke was the first to use the term asbestosis¹⁸. In 1928, Dr. H.E. Seiler presented a case study of a 40-year-old asbestos worker with pulmonary fibrosis resulting from asbestos exposure²⁰. In 1929, Dr. A.C. Haddow described clinical symptoms caused by pulmonary asbestosis²¹. Due to the occurrence of these asbestosis cases, Dr. Merewether and C.W. Price conducted a survey of asbestos workers for the years 1928 to 1930. Their survey found that 26.2% of 363 asbestos workers had asbestosis²².

Lung Cancer

The occurrence of asbestos-induced lung cancer has been known for nearly ninety (90) years. The association of asbestos workers with the development of lung cancer first appeared in the medical literature in the mid-1930s. Drs. Lynch and Smith were the first to report a possible association of lung cancer associated with asbestos exposure in 1935²³ and presented two (2) more asbestos-related lung cancer case studies in 1939²⁴. In 1935, Dr. Gloyne reported two (2) cases of female asbestos workers with asbestosis and lung cancer²⁵. Dr. Holleb reported two (2) cases of asbestos insulators (pipe coverers) dying of lung cancer in 1941²⁶. In 1943, Dr. Homburger described three (3) cases of lung cancer occurring in asbestos workers and also summarized the occurrence of nineteen (19) cases of lung carcinoma in asbestos workers for the period 1935-1942²⁷. In 1948, Cureton described lung cancer occurring in a woman who made asbestos pipe covers for seven years²⁸. In the *English Annual Report of The Chief Inspector of Factories for The Year 1947*, Merewether found that of the 235 deaths caused by asbestos for the years 1924 to 1946, cancer of the lungs or pleura (mesothelioma) was present in 13.2% of the cases²⁹. In 1955, Doll, in reviewing the necropsy data of 105 asbestos workers, found 18 instances of lung cancer. He concluded that asbestos workers employed for 20 or more years had a lung cancer risk which was ten (10) times greater than the general population³⁰.

Mesothelioma

The term, mesothelioma, appears in the medical literature in the year 1941 when Drs. Klemperer and Tedeschi described mesothelioma as a neoplasm "*involving the entire pleura and usually completely ensheathing the lung*"³⁰. Mesothelioma caused by exposure to asbestos has been reported in the literature for over seventy-five (75) years. In 1947, Dr. Tracy Mallory described a 37-year-old Swedish asbestos worker who was diagnosed with mesothelioma of the pleura and pericardium³². As mentioned above, Merewether's 1947 report identified cancer of the lungs or pleura

(mesothelioma) in 13.2% of the 235 asbestosis death cases²⁹. In 1960, Wagner et.al. published *Diffuse Pleural Mesothelioma and Asbestos Exposure in the North Western Cape Province* which documented thirty-three (33) cases of mesothelioma³³. In three (3) studies published from 1964-1965, Drs. Selikoff, Hammond, and Churge et.al. described an "extraordinarily high incidence" of the occurrence of mesothelioma in workers exposed to asbestos³⁴⁻³⁶. The history of asbestos related disease is summarized in Table I.

TABLE I – History of Asbestos Related Diseases			
Disease	Year	Physicians	Citation
Asbestosis	1906	Montague Murray	Carder in asbestos factory with pulmonary fibrosis ¹⁷⁻¹⁹
	1924	W.E. Cooke	Pulmonary fibrosis in woman who worked at asbestos factory ¹⁷
	1927	W.E. Cooke	Use of term "asbestosis" ¹⁸
	1928	H.E. Seiler	Case study of asbestos worker with pulmonary fibrosis caused by asbestos exposure ²⁰
	1929	A.C. Haddow	Describes clinical symptoms of asbestosis ²¹
	1928 - 1930	Merewether and Price	26.2% of asbestos workers had asbestosis ²²
Lung cancer	1935	Lynch and Smith	Possible association with asbestos exposure and lung cancer ²³
	1935	Gloyne	2 cases of asbestos workers with asbestosis and lung cancer ²⁵
	1939	Lynch and Smith	Two cases studies of lung cancer associated with asbestos exposure ²⁴
	1941	Holleb	2 asbestos insulators dying of lung cancer ²⁶
	1943	Homburger	3 lung cancer cases in asbestos workers; 19 lung cancer cases in asbestos workers from 1935-1942 ²⁷
	1948	Cureton	Lung cancer in asbestos pipe cover worker ²⁸
	1947	Merewether	235 deaths caused by asbestos from 1924-1946; 13.2% of cases with lung cancer or mesothelioma ²⁹
	1955	Doll	Necropsy of 105 asbestos workers, 18 lung cancers; asbestos workers employed 20+

TABLE I – History of Asbestos Related Diseases			
Disease	Year	Physicians	Citation
			years have lung cancer risk 10 times greater than general population ³⁰
Mesothelioma	1947	Mallory	Asbestos worker diagnosed with mesothelioma ³²
	1947	Merewether	235 deaths caused by asbestos from 1924-1946; 13.2% of cases with lung cancer or mesothelioma ²⁹
	1960	Wagner	33 cases of mesothelioma in South Africa ³³
	1964 -1965	Selikoff, Hammond, and Churge	Extraordinarily high incidence of mesothelioma in asbestos exposed workers ³⁴⁻³⁶

OCCUPATIONAL EXPOSURE STANDARDS, LIMITS, AND GUIDELINES

For over ninety (90) years, various governmental and non-governmental organizations have instituted regulations, recommendations, and guidelines intended to reduce the risk of workers developing diseases as a consequence of their exposures to asbestos in the occupational setting. The earliest initial regulations and guidelines were primarily targeted towards reducing workers' risk of developing asbestosis. Until recently, as knowledge that asbestos exposure was capable of causing cancer, regulations were updated and modified.

A. United Kingdom

In response to the prevalence of asbestosis in asbestos workers documented by Dr. Merewether²² in 1931, the United Kingdom issued *Statutory Rules and Orders, 1931, No.1140, The Asbestos Industry Regulations*³⁷. These regulations required employers to use ventilation, wet methods, good housekeeping, and respiratory protection to limit worker exposure to asbestos.

B. United States of America – State Regulations

In the United States, starting in the late 1930s, several states issued regulations that required employers to control exposure to hazardous materials, including asbestos.

i. California

In 1939, California issued *Basic Safety and Health Requirements*³⁸ that addressed occupational exposure to dusts, fumes, and vapors. Along with setting an asbestos toxic threshold limit, California required employers to:

- follow the aforementioned hierarchy of controls to limit worker exposures;
- substitute non-hazardous equipment, materials, or processes;
- implement housekeeping; and

- provide change rooms and showers.

ii. Louisiana

In 1943, the Louisiana State Board of Health issued its Sanitary Code³⁹ which established industrial health regulations for employers. The sanitary code:

- established a permissible limit for asbestos of 5 million particles per cubic foot (equivalent to 30 fibers/cubic centimeter or f/cc);
- required employers to use local exhaust ventilation to control exposures;
- required employers to provide respirators to employees working in locations where airborne contaminant exposures exceeded the permissible limit; and
- required dressing rooms for workers exposed to hazardous materials.

iii. Oregon

In 1945, Oregon issued *Rules and Regulations for the Prevention and Control of Occupational Diseases*⁴⁰. Oregon's safety and health regulations, similar to those of California, included an asbestos maximal allowable concentration of 5 million particles per cubic foot (30 f/cc).

iv. Ohio

In 1947, Ohio⁴¹ issued regulations similar to those promulgated by the aforementioned states.

C. United States of America – Federal Regulations

i. Walsh-Healey 1936, 1942

At the federal level, the United States Department of Labor issued the *Walsh-Healey Public Contracts Act* in 1936⁴². The act, revised in 1942⁴³, applied to business entities with government contracts. *Section VII – Safety and Health* explicitly stated that the act's regulations applied to employers, product manufacturers and suppliers, and equipment manufacturers as is evident in this excerpt from the act:

*"No part of such contract may be performed nor will any of the **materials, supplies, articles, or equipment to be manufactured** [emphasis added] or furnished under said contract be manufactured or fabricated in any plants, factories, buildings, or surroundings or under working conditions which are insanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of said contract."*

The Walsh-Healey Act of 1942 required employers to reduce worker exposures to harmful atmospheric contaminants:

"...at the point of origin, by local exhaust, to prevent harmful contaminants from passing through the breathing zone of the worker."

Furthermore, the sanitation section of the Walsh-Healey Act of 1942 recognized the need and importance of preventing contamination of street clothes by work clothes by requiring employers to provide dressing rooms for employees. Section XII (b) required the following of companies:

"Workers who handle or are exposed to harmful materials in such a manner that contact of work clothes with street clothes will communicate to the latter the harmful substances accumulated during working hours shall be provided with facilities which will prevent this contact"⁴³...

The Walsh-Healey Act of 1942 also required employers to provide washroom facilities:

"...for maintaining personal cleanliness..."

ii. United States Navy and Maritime Commission

In 1943, the United States Navy and Maritime Commission issued *Minimum Requirements for Safety and Industrial Health in Contract Shipyards*⁴⁵. This document included asbestos-specific requirements which included:

- segregation of dusty work areas,
- special ventilation,
- wearing of respirators, and
- periodic medical examinations of workers.

In addition to asbestos-related requirements, the United States Navy and Maritime Commission required employers to:

- establish a safety committee.
- perform workplace inspections.
- conduct employee safety training
- provide workers with personal protective equipment.
- maintain a high standard of housekeeping

iii. Walsh-Healey 1951

The Walsh-Healey Act was updated in 1951⁴⁴. The 1951 update reiterated the 1942 requirements and also incorporated the American Conference of Governmental Hygienists' Asbestos Threshold Limit Value—Time Weighted Average of 5 mppcf¹⁴ (million particles per cubic foot of air). In Section H 1(b) of the act, Environmental Conditions and Personal Services, a series of control measures were required to control exposure to harmful contaminants:

- (1) Inclosure [*sic*] of such process or operation.
- (2) Isolation or rearrangement of such process or operation.
- (3) Substitution of non-toxic material.
- (4) Wet methods.
- (5) Dilution by general ventilation.
- (6) Local exhaust ventilation.
- (7) Temperature control.

The 1951 Walsh-Healey Act also had requirements for:

- distinctive marking of hazardous chemicals as to their nature;
- personal protective equipment;
- respiratory protection;
- dressing rooms (to prevent contact of contaminated work clothes with street

- clothes) and;
- washroom facilities.

iv. OSH Act 1970¹¹

In 1970, the OSH Act became law and established the Occupational Safety and Health Administration (OSHA). Section 5(a)(1) of the OSH Act, usually referred to as the general duty clause, states:

"each employer [emphasis added] shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees¹¹."

The OSH Act was approved on December 29, 1970. Employers were required to comply with the requirements of the Act by July 1, 1971.

v. 29 CFR 1910.93 Air Contaminants¹. (Gases, vapors, fumes, and mists.) – May 1971

OSHA's first regulation to address asbestos was issued in May 1971¹ which established a Permissible Exposure Limit (PEL) of 12 f/cc (twelve fibers of asbestos per cubic centimeter of air) listed in Table G-3 of the standard. This standard was based on ACGIH's asbestos TLV which had previously been adopted under Walsh-Healey Act of 1951.

vi. 29 CFR 1910.93a Asbestos Dust² – December 1971

In December 1971, OSHA issued an *Emergency Standard for Exposure to Asbestos Dust*, 29 CFR 1910.93a, Asbestos dust., which reduced the PEL from 12 f/cc to 5 f/cc because:

"exposure of 12 fibers per milliliter... constitutes a grave danger to employees..."

In addition to lowering the PEL, OSHA established the following asbestos-specific requirements to limit exposure:

- Engineering methods.
- Local exhaust ventilation and dust collection systems for hand or power operated tools.
- Respiratory protection and a respiratory protection program.
- Collection and disposal of asbestos waste and scrap in sealed bags.
- Clean-up of asbestos using vacuum cleaners; no dry sweeping.

vii. 29 CFR 1910.93a Asbestos³ – June 1972

In June 1972, OSHA issued a new asbestos standard which included the 8-hour PEL of 5 f/cc and a ceiling limit of 10 f/cc. The new standard also required:

- Engineering controls – isolation, enclosure, dust collection, etc.
- Local exhaust ventilation.
- Use of tools with local exhaust ventilation systems.
- Wet methods.
- Personal protective equipment.
- Respiratory protection and establishment of a respiratory protection program.

- Special clothing, change rooms, and separate lockers to prevent cross-contamination.
- Employee exposure monitoring.
- Hazard Communication
 - Caution signs posted where exposures may exceed the PELs.
 - Caution labels affixed to materials containing asbestos.
- Medical surveillance - every employee exposed to asbestos.
- Housekeeping and hygiene.

The June 1972 asbestos standard included a provision that, effective July 1, 1976, reduced the asbestos 8-hour PEL from 5 f/cc to 2 f/cc.

viii. 29 CFR 1910.1200 Hazard Communication – November 1983⁹⁹

The intent of the hazard communication standard was for workers to be informed about the hazardous substances to which they are exposed and the necessary engineering controls, safe work practices, and personal protective equipment necessary to protect themselves. The standard established that employees have a right to know about the hazardous chemicals with which they work or to which they could be exposed, and the measures they can take to avoid injury or illness when working with these chemicals. The major requirements of the standard were:

- For employers to establish a written hazard communication compliance program.
- To ensure that hazardous chemicals used in the workplace are labeled and that a list of chemicals is maintained.
- For employers to acquire and make available to employees Material Safety Data Sheets (MSDS) for all hazardous chemicals.
- For employees to receive information and training so that they are informed of the requirements of the standard and trained about hazards in their workplace.
- For contractors and their employees to be informed of hazards before performing work in a facility and that sub-contractors inform companies of any hazardous materials they bring to a facility.

ix. 29 CFR 1926.58 – June 1986⁶

In June 1986, OSHA reduced the 8-hour PEL from 2 f/cc to 0.2 f/cc. Furthermore, the new asbestos standard featured an expanded scope and application that was specific to construction work which included:

- Demolition or salvage of structures where asbestos, tremolite, anthophyllite, or actinolite is present;
- Removal or encapsulation of materials containing asbestos, tremolite, anthophyllite, or actinolite;
- Construction, alteration, repair, maintenance, or renovation of structures, substrates, or portions thereof, that contain asbestos, tremolite, anthophyllite, or actinolite;
- Installation of products containing asbestos, tremolite, anthophyllite, or actinolite;
- Transportation, disposal, storage, or containment of asbestos, tremolite,

anthophyllite, or actinolite or products containing asbestos, tremolite, anthophyllite, or actinolite on the site or location at which construction activities are performed.

Some of the other major requirements of the 1986 asbestos standard included:

- Hazard communication among employers at multi-employer work sites;
- Requirements for asbestos removal, demolition, and renovation operations;
- Requirement for a competent person to oversee asbestos compliance activities;
- Revised exposure monitoring provisions;
- Revised engineering controls and work practices and hygiene;
- Revised respiratory protection requirements;
- Revised protective clothing provisions;
- Hygiene facilities including decontamination procedures;
- Revised hazard warnings for signs and labels;
- Revised employee training and information; and
- Revised medical surveillance.

x. 29 CFR 1926.58 - September 1988⁷

In 1988, OSHA amended the OSHA asbestos standard to include an Excursion Limit of 1 f/cc averaged over thirty (30) minutes.

ix. 29 CFR 1926.1101 – August 1994⁸

In 1994, OSHA reduced the 8-hour PEL from 0.2 f/cc to the current concentration of 0.1 f/cc. Major additional asbestos requirements included:

- Establishment of the concept of presumed asbestos containing material (PACM);
- Requiring owners to notify tenants, employees, and other employers of potential asbestos exposures;
- Expansion of multi-employer work site requirements;
- Establishment of four asbestos work classifications and required controls for each classification

The current asbestos occupational exposure limits are indicated in Table II.

TABLE II – Current Asbestos Occupational Exposure Limits		
Agency	TWA	STEL/EL
National Institute for Occupational Safety and Health (NIOSH) - REL	0.1 f/cc	0.5 f/cc (STEL)
Occupational Safety and Health Administration (OSHA) – PEL	0.1 f/cc	1 f/cc (EL)
ACGIH - TLV	0.1 f/cc	—

f/cc – fibers per cubic centimeter
 TWA - 8-hour time weighted average
 AL – action level
 STEL – short term exposure limit, based on 15 minutes of exposure
 EL – OSHA excursion limit, based on 30 minutes of exposure
 REL – Recommended Exposure Limit
 PEL - Permissible Exposure Limit
 TLV – Threshold Limit Value
 ACGIH – formerly American Conference of Governmental Industrial Hygienists

The existence of occupational exposure limits does not imply that there is a known safe level of exposure to asbestos. The ACGIH TLV¹², NIOSH REL⁴⁶⁻⁴⁸, and OSHA PELs are not fully protective.

In 1972, ACGIH designated asbestos as an A1, Confirmed Human Carcinogen^{12,13,46}. As such, ACGIH recommended that:

"worker exposure by all routes should be carefully controlled to levels as low as possible below the TLV²¹ [emphasis added]."

In its 1976 *Revised Recommendation, Asbestos Standard* and 1980's *Workplace Exposure to Asbestos* publications, NIOSH stated:

"Evaluation of all available human data provides no evidence for a threshold or for a "safe" level of asbestos exposure.^{49,50}"

NIOSH, in its 1991 testimony on OSHA's proposal to reduce the asbestos permissible exposure limit from 0.2 f/cc to 0.1 f/cc, stated:

"Lowering the time-weighted average (TWA) PEL from 0.2 to 0.1 f/cc will substantially reduce the health risk; however, even at this concentration, the resulting number of cancer deaths estimated by OSHA would still be excessive⁴⁷ [emphasis added]."

and

"Where fiber exposures cannot be eliminated, exposures must be controlled to concentrations below 0.1 fiber/cc⁴⁷ [emphasis added]."

In the preamble to the 1994 revision of the asbestos standard, with respect to the development of cancer, OSHA stated that:

"...reducing exposure to 0.1 f/cc would further reduce, but not eliminate, significant risk⁸."

and

"...continued exposure to asbestos at the TWA permitted level and the action level would still present residual risks to employees which are significant⁸ [emphasis added]."

Other government agencies that consider asbestos to be a human carcinogen include the Department of Health and Human Services⁵¹ and the Environmental Protection Agency⁵²⁻⁵⁵. The International Agency for Research on Cancer (IARC) has determined that asbestos is a human carcinogen^{56,57}.

ASBESTOS EXPOSURE AND MESOTHELIOMA

With respect to asbestos exposure and development of mesothelioma, epidemiology studies have shown that exposure to asbestos below occupational exposure limits does not eliminate the risk of developing mesothelioma. In a 1996 case-control (408 cases/387 controls) study conducted in France, Iwatsubo et.al. found that:

"A significant excess of mesothelioma was observed for levels of cumulative exposure that were probably far below the limits adopted by many industrial companies during the 1980s⁵⁸."

In 1997, a meeting of international experts on asbestos, consisting of pathologists, radiologists,

occupational and pulmonary physicians, epidemiologists, toxicologists, industrial hygienists, and clinical and laboratory scientists, resulted in the production of a document entitled "*The Helsinki Criteria*." Within this criteria document, the experts collectively stated:

*"An occupational history of **brief or low-level exposure** [emphasis added] should be considered sufficient for mesothelioma to be designated as occupationally related⁵⁹."*

In a 2001 German study of 125 mesothelioma patients matched to 125 controls, Rodelsperger⁶⁰ found an eight-fold excess risk of developing mesothelioma occurred to individuals exposed to low levels of asbestos (>0.0 – 0.15 f/cc-years) when compared to non-exposed individuals.

In a 2002 analysis of 1,445 mesothelioma cases, Dr. Roggli⁶¹ et.al. found that:

"...the industry with the largest number of (mesothelioma) cases was shipbuilding."

Roggli's analysis indicated that the insulation, oil and chemical, and power plant industries ranked fourth, fifth, and sixth, respectively, in the amount of mesothelioma cases⁶¹.

Roggli's analysis also found mesothelioma occurring in individuals with an asbestos exposure duration as little as 1 month⁶¹.

Based on a world-wide literature review of case, case-control, and cohort epidemiology studies involving asbestos exposure and mesothelioma, Kanarek concluded in his 2011 study that:

*"An occupational history of **brief or low level exposure** [emphasis added] is considered sufficient for mesothelioma to be considered occupationally related⁶²..."*

and

*"...current regulatory levels for asbestos may be capable of mesothelioma carcinogenicity. **Brief or low exposures** [emphasis added] to asbestos are capable of mesothelioma carcinogenicity⁶²."*

In another French case-control (437 cases/874 controls) study, published in 2014, Lacourt⁶³ found that a four times excess risk of developing mesothelioma occurred to individuals exposed to low levels of asbestos (> 0.0 – 0.1 f/cc-years) when compared to non-exposed individuals.

In a 2014 Netherlands study, Offermans concluded that:

"Asbestos levels encountered at the lower end of the exposure distribution may be associated with an increased risk of pleural mesothelioma, lung cancer, and laryngeal cancer⁶⁴."

Dr. Laura Welch and 51 other scientists, including Dr. David Michaels who served as the administrator of OSHA for nine years, performed a review of the scientific literature with respect to asbestos exposure and mesothelioma. The consensus of that group of experts is that:

*"... **brief and low level exposures** [emphasis added] to asbestos can cause mesothelioma⁶⁵."*

EXPOSURE TO ASBESTOS CONTAINING FRICTION PRODUCTS CAUSES MESOTHELIOMA

The occurrence of mesothelioma and other diseases associated resulting from exposure to asbestos structures released from brakes and other friction products has been documented in case reports and studies as indicated below:

- In 1965, Newhouse and Thomson in a study involving 83 cases of mesothelioma identified two cases of mesothelioma: a brake liner and a garage hand/chauffeur/mechanic⁶⁵.
- In 1974, Greenburg and Davies identified a case of a man with mesothelioma whose hobby involved relining and refitting of clutches and brakes⁶⁷.
- In 1970, McDonald et al identified two definite cases of occupational exposure to mesothelioma in two workers who performed brake lining installation⁶⁸.
- In 1978, Vianna and Polan identified a woman with no known occupational exposure to asbestos who had developed mesothelioma. The study indicated that the woman's husband was a brake -lining worker⁶⁹.
- In 1989, Huncharek et al. identified mesothelioma in a patient who worked as a brake mechanic for 9 years⁷⁰. The worker often used compressed air to "blow out brake drums."
- In 2004, Lemen, based on a review of published peer reviewed literature identified 165 cases of mesothelioma in users of friction products⁷¹.
- In 2012, Freeman et al. concluded that... *"there is a "net" of evidence favoring a causal relationship between brake dust-associated chrysotile exposure and mesothelioma.*⁷²⁾

FRANK RAGUSA, JR.'s OCCUPATIONAL ASBESTOS EXPOSURE HISTORY

Throughout his adult lifetime, Mr. Frank Ragusa, Jr. sustained multiple exposures to asbestos containing products at multiple workplaces. He sustained direct and bystander exposures to asbestos throughout the decades. Mr. Ragusa indicated that he observed visible dust¹¹⁸ while working with and around asbestos products. A description of the uncontrolled asbestos exposures which he sustained at these sites is provided below. All indicated dates and time frames are approximate.

1. Employer: Avondale Shipyards

Mr. Ragusa worked at Avondale during several separate stints as a direct employee. During the time frames indicated below, he sustained exposures to asbestos resulting from asbestos structures released from asbestos cloth and asbestos wallboard.

a. June 5, 1972 to August 15, 1972

Mr. Ragusa, Jr. was initially employed by Avondale Shipyards as a tack welder at the Westwego Yard. He stated that his primary tasks involved tack welding of I-Beams and bulkheads on LASH Barges. During each and every day, he would cut two pieces of asbestos cloth, one for himself and the other for his fitter, from a roll of cloth located in the tool room. Mr. Ragusa identified the cloth material as Uniroyal asbestos cloth. He and his fitter either kneeled or laid upon the cloth while performing their work. In order to prevent burns from contact with welding sparks and slag when performing overhead work, he and the fitter covered themselves with the asbestos cloth.

Mr. Ragusa indicated that he saw Uniroyal asbestos cloth removed from boxes which indicated the name Eagle. He also saw boxes of insulation with the name Taylor-Seidenbach indicated on the

boxes. He indicated that there were no asbestos health hazard warnings on the asbestos cloth or the boxes which contained the asbestos cloth.

The use of Uniroyal Asbestos cloth at Avondale Shipyards is corroborated by the following employees who worked at Avondale during timeframes which overlap Mr. Ragusa's initial stint:

- Logan LeFort – pipefitter (1962 – 1991)
- Callen Dempster – insulator (1963 – 1994)
- Frenchie Bordelon – Superintendent of Insulators (1939 – 1990s)
- Luther Dempster – Insulator Foreman (1952 – 1990s)
- Michael Comardelle – Electrician (1967 – 1974)
- Callen Cortez – Tacker and Welder (1969 – 1974)

Mr. Ragusa sustained exposures to asbestos from Uniroyal cloth during the following activities:

- Daily cutting of the cloth which released visible fibers;
- Kneeling and laying upon the cloth while welding;
- Shaking the cloth after it was picked-up from a surface; and
- Fiber releases when positioning and removing asbestos cloth overhead.

Furthermore, Mr. Ragusa's exposure to asbestos fibers continued beyond his work shift as he was exposed to fibers released from his asbestos contaminated clothes which he wore home as Avondale Shipyards did not provide lockers for changing from street clothes to work clothes, did not provide coveralls, and did not instruct employees to shower after working with a known hazardous material.

Mr. Ragusa indicated that Avondale took no actions to protect him from exposure to asbestos as Avondale:

- Provided no asbestos health hazard warning information.
- Provided no respirators to employees exposed to asbestos.
- Used no vacuum systems to capture airborne releases of asbestos fibers.
- Did not use wet methods to limit airborne release of asbestos structures from asbestos containing materials.
- Conducted no air sampling to assess workers' exposures to asbestos.
- No medical surveillance of workers.
- Allowed employees to wear contaminated work clothes home.

The testimony of Callen Cortez further corroborates Mr. Ragusa's statement regarding the use of Uniroyal asbestos cloth at Avondale shipyards. Mr. Cortez stated that in order to prevent burns from contact with welding sparks and slag, he covered himself with Uniroyal asbestos cloth. He covered his whole body when performing overhead and horizontal welding. He knew that the cloth contained as asbestos as the words "asbestos cloth" were written on the cloth box, however, no asbestos health hazard warnings were written on the asbestos cloth box. The asbestos cloth was obtained from the Avondale tool room. He obtained new cloth every day that he welded. The cloth was rolled out of a box and ripped with a razor knife

The testimony of several former Avondale employees indicate that Avondale Shipyard officials were aware of asbestos hazards and controls, but delayed taking effective actions to protect their employees.

- Ollie Gatlin, who hired Mr. Ragusa, worked at Avondale from 1964 to 1985 stated that he was aware that asbestos was a health hazard in 1960 and testified that he discussed this information with Avondale's Safety Department and superintendents of various production departments as early as 1964. Mr. Gatlin also stated that he was aware that workers could carry asbestos home on their clothing in 1964.
- Luther Dempster, a former insulator foreman who worked at Avondale from the 1950s until the 1990s, testified that Avondale performed no asbestos exposure monitoring until after the creation of OSHA. Furthermore, he stated that some Avondale officials, including Frenchie Bordelon, the Superintendent of Insulators, had advanced notice of planned OSHA inspections. Two-weeks prior to OSHA inspections, the Avondale yard would undergo a major clean-up. Luther Dempster indicated that Frenchie Bordelon directed that the OSHA inspector be brought to shipyard areas to perform asbestos air monitoring where no work involving asbestos was being performed. He indicated that Avondale did not seek to buy asbestos-free insulation until sometime after the creation of OSHA, but Avondale continued to use asbestos products until the warehouse inventory was exhausted. Asbestos was disposed of in regular trash containers or swept into the river. No precautions were taken until around 1982-1983.

b. September 12, 1975 to March 29, 1979

Mr. Ragusa worked as a crane relief operator and a hooker (a.k.a. rigger) in the main yard. He sustained exposures to asbestos resulting from asbestos dust created during the sawing and installation of asbestos wall panels performed by Hopeman Brothers. This asbestos exposure occurred on the deck of a Zapata Rig. Mr. Ragusa stated that the wallboard cutting area was at the same location on the Zapata Rig where he was stationed to unhook equipment as it was loaded onto the rig. Hopeman Brothers personnel were present five days per week. He indicated that he was usually within 5 – 10 feet of Hopeman Brothers work.

He indicated that Hopeman Brothers cut the wallboard with Skilsaws and that no precautions were taken to contain or capture the resultant dust. He indicated that dust was flying everywhere. There were no vacuum capture systems mounted to the Skilsaws used by Hopeman Brothers.

The absence of environmental exposure controls resulting from Hopeman Brother's operations are corroborated by the testimony of the following former Avondale employees:

- Logan LeFort – pipefitter (1962 – 1991)
- Callen Dempster – insulator (1963 – 1994)
- Frenchie Bordelon – Superintendent of Insulators (1939 – 1990s)
- Luther Dempster – Insulator Foreman (1952 – 1990s)
- Jerry Savoie – Laborer (1961 – 2006)
- Charlie Savoie – Laborer (1959 – 1998)

Prior testimony from former Avondale employees indicate that the wall boards used by Hopeman Brothers during construction of living quarters aboard vessels were composed of Marinite/Micarta, asbestos containing materials. Installation of Micarta wallboard by Hopeman Brothers at Avondale Shipyards is confirmed by the testimony of former Avondale employees:

- Michael Comardelle – electrician (1967 – 1974)
- Richard Rodrigue - tack welder/ship fitter (1954 – 1996)

- Logan LeFort – pipefitter (1962 – 1991)

2. Harvey Industries (1973-3rd quarter to 1974 – 4th quarter)

Mr. Ragusa indicated that he operated an open cab Manitowoc 3900 65-ton crane for Harvey Industries. He indicated that he sustained asbestos exposures emitted by the crane's friction materials. He stated that the friction materials were associated with the boom hoist, load line hoist, and whip line hoist. There were no asbestos hazard warnings indicated on the crane.

3. Becker and Associates (1974-4th quarter to 1975-1st quarter)

Mr. Ragusa indicated that he operated an open cab Manitowoc 2900 25-ton crane for Becker and Associates. He operated the crane daily, 5 -days per week, 8 hours per day. He indicated that he sustained asbestos exposures emitted by the crane's friction materials. He indicated that fiber emissions from the friction products were visible. He stated that the friction materials were associated with the main hoist, load line, and boom hoist. There were no asbestos hazard warnings indicated on the crane.

4. Louisiana Dock Company (1975 – 2nd and 3rd quarters to 1980)

Mr. Ragusa operated cranes manufactured by three companies as an employee of Louisiana Dock Company:

- Manitowoc 3900 (65-ton machine) and Manitowoc with Pony engine
- Marion
- American Crane (25-ton machine)

The cranes were located on barges. Mr. Ragusa stated that he operated Manitowoc cranes 60% of the time. The Marion crane was operated 40% of the time. He stated that he operated the American Crane a few times.

All of the aforementioned cranes had open operator cabs. The cabs had no fans and no air-conditioning. The operator's cab had no separation from the cranes' powerhouses. The friction sources were located behind and to the side of the operator's cab within arm's reach. Friction materials on brake drums were visible. Exposure to asbestos occurred when engaging pedal controls which caused asbestos to be released from the friction materials. Friction materials were associated with the boom hoist, load hoist, and whip line.

Mr. Ragusa worked 5 days/week, 8 hours/day. He typically spent 30-40 hours /week in the operator's cab. He indicated that he was exposed to asbestos released from friction products all day long. There were no asbestos hazard warnings on the cranes or the asbestos friction products.

Mr. Ragusa also stated that he was exposed to asbestos when maintenance work was being performed on the cranes. He observed little asbestos fibers when the linings were removed. The fibers were observed in the hoist drums and the brake linings.

5. Goldking Construction (1983 – 1984)

Mr. Ragusa indicated that he operated an open cab Link-Belt 518 crane for Goldking Construction in Westwego. He indicated that he sustained asbestos exposures emitted by the crane's friction materials. Mr. Ragusa worked 5 days/week, 8 hours/day. He typically spent at least 30 hours /week in the operator's cab. There were no asbestos hazard warnings indicated

on the crane. He received no asbestos hazard awareness training. No respirators were provided.

6. Keystone General Contractors (1985 to 1989)

Mr. Ragusa indicated that he operated open cab Link-Belt model 98, 118, and 518 cranes and an open cab American Crane for Keystone. The American Crane was operated for a few months at a facility in Chauvin. The Link-Belt 98 crane was used at a jobsite in Leesville to drive piles in 1987 and/or 1988. The Link-Belt 518 crane was used to drive concrete piles at a jobsite in St. Bernard Parish in 1988.

He indicated that between 1985 and 1988 he operated an open cab Link-Belt 118 crane at the Dow Plaquemine facility which resulted in him sustaining an exposure to asbestos emitted by the crane's friction products.

He indicated that he sustained asbestos exposures emitted by the cranes' friction materials. There were no asbestos hazard warnings indicated on the crane. He received no asbestos hazard awareness training. No respirators were provided.

7. Pauline Management Services a.k.a. JP & Sons (1989)

Mr. Ragusa stated that he operated two Link-Belt 218 open cab truck cranes at the main yard of Avondale Shipyards. He describes the task of assisting with a gantry lift. He indicated that he sustained asbestos exposures emitted by the cranes' friction materials. There were no asbestos hazard warnings indicated on the crane. He received no asbestos hazard awareness training. No respirators were provided.

8. B&G Crane Service LLC (1989-2017)

B&G Crane Services was Mr. Ragusa's last employer. B&G was a crane rental company and crane operator subcontractor to various refineries and chemical plants. The cranes were rented for turnarounds, maintenance, and repair work. Mr. Ragusa indicated that during his employment with B&G, the company owned dozens of cranes which included:

- Link-Belts (Models 98, 258, 418, and 518 and Model 218s)
- Manitowoc
- American Crane
- Marion

B&G had two equipment yards. Mr. Ragusa stated that he spent approximately 35% of his work time in the yards. Mr. Ragusa indicated that he assisted mechanics in maintenance of all cranes, which included work on friction products, in the yards and in the field at job sites. He described repairing cranes as a two-person job. He was also directly exposed to asbestos when he personally removed and installed friction products. He indicated the removal of friction products took at least 2 hours and installing friction products took a similar amount of time. He described the process as dusty. He also sustained by bystander exposure to asbestos friction products when he assisted mechanics with crane maintenance at jobsites and the at the B&G equipment yards. He indicated that he saw asbestos dust emitted from brake pads when mechanics scuffed the pads with sandpaper. He described the use of compressed air during brake maintenance.

In addition to asbestos friction product exposures sustained at the B&G equipment yards, he was also exposed to asbestos at job sites where he operated cranes. During his 28-year career at B&G, Mr. Ragusa operated cranes at more than two dozen job sites. He sustained occupational bystander exposures to asbestos when he left his crane operator cab and observed operations performed by pipefitters and insulation workers. At all of these sites, asbestos exposures were uncontrolled as:

- None of the owners/operators of these sites communicated the health hazards associated with exposure to asbestos containing materials and equipment utilized at their facilities.
- No asbestos exposure controls such as use of local exhaust ventilation systems to capture fibers or wet methods to prevent fiber emissions were employed.
- No steps to isolate Mr. Ragusa from exposure to asbestos materials and equipment were taken.
- There was no containment or regulated area established to prevent asbestos exposures during removal of thermal system insulation.
- None of the asbestos containing equipment or thermal insulation products were labeled with hazard warning information.
- Mr. Ragusa observed no asbestos air monitoring at these sites.
- He did not see site workers wearing respirators.
- No clothing coveralls were provided.
- He was never advised to change out of street clothes to work clothes.
- He was not advised to shower after exposures to asbestos.

The asbestos containing equipment and materials to which Mr. Ragusa was exposed are stated below.

i. Air Products – Geismar

Mr. Ragusa worked at this facility several times. He indicated that typically he was at the site for 2-3 weeks. Mr. Ragusa's crane operations involved removal of steam lines and valves. After these items were removed, they were placed on surfaces near his crane where insulators and pipefitters performed their tasks. Mr. Ragusa observed pipefitters removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He indicated that the operations were very dusty and that he inhaled the dust. He was also exposed to dust released from old pipe insulation as he observed tear-out operations which he observed on a regular basis. No controls were utilized to contain asbestos exposure resulting from gasket removal. None of the insulation contractors wore respirators.

He also sustained exposure to asbestos emitted by friction products of the open cab Link-Belt 218 crane which he operated.

ii. Air Products – East New Orleans

Mr. Ragusa worked at this facility several times. He indicated that typically he was at the site for 1-2 weeks. Mr. Ragusa's crane operations involved removal of steam lines and valves. After these items were removed, they were placed on surfaces near his crane where insulators and pipefitters performed their tasks. Mr. Ragusa observed pipefitters

removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He indicated that the operations were dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal. None of the insulation contractors wore respirators.

He also sustained exposure to asbestos emitted by friction products of the open cab Link-Belt 218 crane which he operated.

iii. Borden Chemical- Geismar

Mr. Ragusa recalls working at Borden Chemicals less than 10 times. He operated a Link-Belt 258 truck crane. His task was removal of hot pipes, valves, and sometimes covers of machinery engines. He recalls working around pipefitters, insulators, and boilermakers at this facility. Mr. Ragusa observed pipefitters removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He indicated that the operations were dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal. None of the insulation contractors wore respirators.

iv. BP Alliance – Belle Chasse

Mr. Ragusa first performed work at the BP Alliance site in 1990. He stated that he worked at the site during 3 or 4 turnarounds and he also performed occasional maintenance work. Site work lasted 3 weeks to 4 months. Mr. Ragusa's crane operator tasks included removing steam lines and valves, removing trays from vessels, and taking down scaffolds. Mr. Ragusa worked around pipefitters, insulation workers, and boilermakers. Mr. Ragusa observed pipefitters removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He was located within 10 to 15 feet of gaskets as they were removed and changed out. He indicated that the operations were dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal

He was also exposed to insulation removal dust throughout the 1990s into the 2000s. The removed pipes were insulated. He stated that the removed insulation had a half-moon shape. The removed pipes were within 15 feet from his crane. None of the insulation contractors wore respirators. No containment or separation from asbestos released during insulation removal occurred before the year 2000 at the site.

Mr. Ragusa recalled an asbestos exposure incident that occurred circa 1993 when he was at the site during a turnaround conducted during the night shift. He stated that a cold front came in from the north and that a representative of BP told personnel to evacuate the work area because the winds had torn insulation loose resulting in asbestos in the air. Mr. Ragusa described the scene as a dust storm. The area remained evacuated for the balance of the shift.

Mr. Ragusa operated a variety of cranes and cherry pickers at the site. Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 518 open cab crane that he operated at the site during a project which lasted 3-4 weeks.

v. CF Industries – Donaldsville

Mr. Ragusa indicated that he worked at the site a few times with job durations lasting 1 - 2 weeks. His work involved removal of steam line and valves. He also installed scaffolds. Mr. Ragusa worked around pipefitters and insulation workers. Mr. Ragusa observed pipefitters removing and installing Garlock 900 gaskets. He observed gasket removal from flanges by insulators and pipefitters who used scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on old gaskets. He indicated that the operations were very dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal

He was also exposed to insulation removal dust during tear out operations. No controls were utilized to control dispersion of dust which he inhaled.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane that he operated at the site.

vi. Ciba Geigy – St. Gabriel

Mr. Ragusa recalls two site visits to the Ciba-Geigy site. The first job occurred in the first half of the 1990s and lasted 3-4 days. Each shift lasted 10-hours. Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 518 open cab crane that he operated at the site.

His second visit to the site involved repair work. His task was to remove insulated lines and valves and to erect scaffold. He worked around pipefitters and insulators. He was located within 5 to 7 feet of pipefitters who were removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. The name of Garlock could sometimes be observed on the old gaskets. Gasket removal was performed dry which resulted in dust which he inhaled. Pipefitters also installed new Garlock 900 gaskets on flanges.

He was also exposed to insulation removal dust during tear out operations. No controls were utilized to control dispersion of dust which he inhaled.

vii. Dow Chemical - Plaquemine

Mr. Ragusa worked at the Dow site several times for durations of 4-5 days and sometimes up to 1 month. He operated cranes which were used to remove piping and valves and to install piping and valves. He worked around pipefitters and insulators. He observed pipefitters using wire wheels and a power grinder to remove Garlock 900 gaskets attached to valves and flanges. He described the operations as very dusty and he inhaled the resultant dust. He also observed pipefitters installing Garlock gaskets multiple time. No personal protective equipment or respirators were worn by the pipefitters or Mr. Ragusa. No exposure controls were utilized.

viii. Exxon

Mr. Ragusa worked at three Exxon facilities. In general, his crane involved removing valves and pipes, tearing down and erecting scaffolds, installing skid pans, and moving scaffold boards, angle iron, uninsulated pipe, and other mechanical equipment.

He observed welders, insulators and pipefitters. He indicated that:

- pipefitters and insulators did not Use HEPA vacuums to control dust;
- no asbestos exposure monitoring was performed;
- bags used to handle asbestos waste were not labeled;
- water was not use during gasket removal operations;
- no local exhaust ventilation was used to capture asbestos dust; and
- no asbestos health hazard warning signs were utilized in the early 1990s.

a. Exxon-Mobil – Chalmette refinery (formerly Tenneco refinery)

Mr. Ragusa performed work at this facility dozens of times which included turnarounds with durations of up to 3 months. He performed removal of steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using wire wheels and a power grinder to remove Garlock 900 gaskets attached to pipes and flanges. He described the operations as very dusty and he inhaled the resultant dust.

Mr. Ragusa observed old insulation being stripped from hot pipes resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 and 258 open cab cranes which he operated at the site.

b. Exxon Refinery – Baton Rouge

Mr. Ragusa stated that his first assignment to the refinery occurred in December 1989 subsequent to an explosion at the site. His task was to utilize his crane to pull pipes and tanks that were damaged by the explosion. He stated that he observed busted pipe insulation all over the place

Mr. Ragusa stated that he cumulatively worked at the Exxon Baton Rouge Refinery for years. He performed removal of steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets affixed to pipes, flanges, and valves. No dust exposure controls were utilized. He described the operations as very dusty and he inhaled the resultant dust.

Pipefitters also installed new Garlock 900 gaskets. The Garlock 900 name was indicated on the gasket sheet.

Mr. Ragusa observed old insulation being removed from pipes on a daily basis resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

c. Exxon Chemical – Baton Rouge

Mr. Ragusa worked at the Exxon Chemical Baton Rouge facility for several month taking down steam lines and other hot pipe. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets affixed to pipes, flanges, and valves. No dust exposure

controls were utilized. He described the operations as very dusty and he inhaled the resultant dust.

Mr. Ragusa was exposed to asbestos released by friction materials of the 679 P&H open cab crane which he operated at the site.

ix. Entergy (formerly LP&L) – Little Gypsy and Nine Mile Point

Mr. Ragusa worked at the Little Gypsy power plant starting in the early 1990s and past 1995. He indicated that he was at the Little Gypsy site 4 to 5 times with each stint lasting 7 to 14 days. All work was maintenance.

Mr. Ragusa worked at the Nine Mile Point sometime after 1995 for more than 10 days.

Mr. Ragusa's task at both sites was to use the crane to remove covers, which he described as *metallic-like*, from the following equipment:

- Riley Stoker and Foster Wheeler boilers and
- General Electric and Westinghouse turbines.

He observed the names of the boilers on plaques that were on the covers. The General Electric and Westinghouse turbine names were observed on tags attached to the turbines' covers. Representatives of the boiler and turbine companies were present, however, none of them informed Mr. Ragusa of the asbestos hazards associated with the thermal system insulation materials applied to their equipment.

Mr. Ragusa stated that the boilers were multiple stories in height. The rooftops of the powerhouses were removed in order for the crane to gain access to the boilers and turbines. His job was to lift the covers from the boilers and turbines and to rest the removed covers on the ground outside of the powerhouses. Mr. Ragusa stated that the cover removal process took 60 to 90 minutes to perform.

The removed covers were covered with cloth material. After the cover was removed, Mr. Ragusa left his operator cab and approached and observed pipefitters and insulators who were scraping and brushing off gaskets, valves, and flanges. He stated that he was within 5 to 10 feet of the pipefitters and insulators. He also observed the cloth insulation material being removed by the insulators. He described the pipefitters' and insulators' work activities as very dusty and that he could see the fibers. The dust got on his clothes and he inhaled the dust produced during these operations.

Gaskets were changed outside where pulled pipes had been laid. Mr. Ragusa stated that he was exposed to asbestos released by Garlock 900 gaskets as they were removed from boiler and turbines. Pipefitters did not wear respirators.

Use of asbestos in the construction of boilers and turbines at Little Gypsy and Nine Mile Point was confirmed by the testimony of Entergy corporate representative, Gustave Vonbodugen, who stated that asbestos containing insulation and cement products were applied to boilers, turbines, and pipes during the construction of Nine Mile Point. Boiler and turbine asbestos insulation was composed of amosite and chrysotile. Mr. Vonbodugen also stated that other asbestos containing materials such as, gaskets, cloth, sealants, mastics, and packing were used in the construction of Nine Mile Point equipment.

Mr. Vonbodugen's testimony confirmed that the boilers installed at Little Gypsy were manufactured by Riley Stoker and Foster-Wheeler and the turbines manufactured by General Electric and Westinghouse. Mr. Vonbodugen's testimony also confirmed that the boilers installed at Nine Mile Point were manufactured by Riley Stoker, and Foster-Wheeler. The turbines at Nine Mile Point were manufactured by General Electric.

Mr. Ragusa was exposed to asbestos released by friction materials used in the various cranes he operated at both sites. All of the cranes he operated at the Entergy power plants were open cab designs where the operator was within five feet of the cranes' linings, friction materials, brake linings, and hoists. Mr. Ragusa operated Link-Belt (Models 118, 218, and 418), Marion, and American Cranes. None of these cranes had any warnings concerning asbestos health hazards associated with friction products.

Mr. Ragusa was also exposed to asbestos friction products when he assisted mechanics in pulling brake linings and removing brakes. He indicated that compressed air was used to blow out asbestos dust which had accumulated in the brake drums. No respirators were worn by Mr. Ragusa during servicing of asbestos friction products used by cranes.

x. Marathon - Garyville

Mr. Ragusa worked at the Marathon site 5 to 10 times during the 1991 to 1994 timeframe. The duration of site work was approximately 3 to 5 days with the longest stint lasting 2 months. His job task was taking down steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. No dust exposure controls were utilized. He was within five feet of the of very dusty operations and he inhaled the resultant dust. He observed gasket removal operations multiple times at the Marathon site.

xi. Monsanto - Luling

Mr. Ragusa first worked at the Monsanto site in either 1990 or 1991. He worked at the site more than 10 times. His project duration at the site ranged from 1 day to 2 weeks. His job task was taking down steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were utilized.

Mr. Ragusa observed old insulation being removed from hot pipes on a daily basis resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

xii. Murphy Oil - Chalmette

Mr. Ragusa indicated that he worked at the Murphy Oil site dozens of times during planned and unforeseen turnarounds. He indicated that the turnarounds lasted 30 to 60 days, though some could last from 3 to 4 months. His job task was taking down steam lines and valves. He worked around pipefitters and insulators. He observed gasket work often. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were

utilized. He also observed Garlock 900 sheets during planned turnaround. He observed fitting of gaskets to flanges using a ball-peen hammer.

Mr. Ragusa observed old insulation being removed from hot pipes on a daily basis resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

xiii. OxyChem – Taft (formerly Hooker Chemical)

Mr. Ragusa indicated that he worked at the OxyChem Hooker Chemical plant during the 1994-1995 timeframe. He worked at the site less than five times. Typical job durations were 1 – 2 days with work shifts lasting 10-hours. His job task was taking down steam lines and valves that were in pipe racks. He worked around pipefitters and insulators. He observed pipefitters removing Garlock 900 gaskets using scrapers, wire brushes, and wire wheels. Gaskets were removed in multiple pieces. He was exposed to asbestos gasket dust during gasket removal. He was also within 5 feet of pipefitters who were cutting Garlock 900 sheet gaskets with razor knives. Gasket operations were dusty and he inhaled the dust. No dust controls were utilized by pipefitters.

Insulation removal work from hot pipe using shears was performed in the same area as gasket work. No dust control methodologies were employed by insulators resulting in Mr. Ragusa inhaling insulation dust

xiv. Rubicon – Geismar

Mr. Ragusa stated that he worked several times at the Rubicon site in the 1990s with job durations lasting 3-4 days. His job task was taking down steam lines and valves that were in pipe racks. He worked around pipefitters and insulators. He observed pipefitters removing Garlock 900 gaskets using scrapers, wire brushes, and wire wheels. He inhaled asbestos dust during gasket removal. No dust controls were utilized by pipefitters.

Insulation removal work from hot pipe was performed in pipe racks. No dust control methodologies were employed by insulators and consequently, Mr. Ragusa inhaled asbestos insulation dust.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

xv. Shell Oil

Mr. Ragusa worked at three Shell facilities:

- Shell Oil Refinery - Norco: 1991; 2 to 3 days
- Shell Chemical Norco: 2-3 times/year; job durations: several days
- Shell Chemical Geismar: 1993 to early 200s; 5 to 6 site visits

At all three sites, he was exposed to asbestos dust during removal of Garlock 900 gaskets from valves, flanges, and pipes performed by pipefitters using scrapers, wire wheels, and wire brushes. He inhaled asbestos dust during gasket removal as he was usually within 5 – 10 feet of the pipefitters.

At the Shell Oil Refinery – Norco and Shell Chemical -Norco, Mr. Ragusa observed tear-out of hot asbestos pipe insulation resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

No dust controls were utilized by pipefitters or insulators at the Shell sites. No asbestos health hazard warnings were issued and no respirators were provided.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the Shell Oil Refinery – Norco and Shell Chemical Norco. He was no longer exposed to friction products at Shell Oil Refinery-Norco as he operated a closed cab Manitowoc M250C crane after August 1994. Mr. Ragusa was not exposed to asbestos friction products at Shell Geismar as he operated a Terex cherry picker at the site.

xvi. Triad

Mr. Ragusa indicated that he worked at the Triad site more than 10 times, however, he does not recall the dates of his first and last visits to the site. He worked turnarounds which lasted 3- 4 days. His job task was taking down steam lines, valves, and pipe racks. He worked around pipefitters and insulators who did not wear respiratory protection. He observed gasket work often. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were utilized.

Mr. Ragusa was also within 5 to 10 feet of insulators who were removing insulation from pipes. No dust controls were utilized and no barrier tape was used to cordon off work areas. Consequently, Mr. Ragusa inhaled asbestos dust resulting from uncontrolled insulation removal.

xvii. Union Carbide - Taft

Mr. Ragusa indicated that he worked at the Taft site in the 1990s. He was at the site less than 10 times to perform maintenance work which lasted 7-14 days. He received no safety orientation at Union Carbide. His job task was taking down steam lines and valves. He worked around pipefitters and insulators who did not wear respiratory protection. He observed gasket work often. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were utilized.

Mr. Ragusa near insulators who were removing asbestos insulation from pipes. No dust controls were utilized and no barrier tape was used to cordon off insulation removal work areas. Consequently, Mr. Ragusa inhaled asbestos dust resulting from uncontrolled insulation removal.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

xviii. Vulcan

Mr. Ragusa worked at either the Donaldsville or Geismar sites in the early 1990s. He was at the site less than 10 times with job durations lasting 1 to 2 weeks. His job task was taking down steam lines and sometimes valves. He worked around pipefitters and

insulators who did not wear respiratory protection. He observed gasket work often. Within his open crane cab, he was located 10 to 15 feet from gasket change-out operations. Outside of the crane's cab, he was 5 to 10 feet away from gasket work. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets from 3" and 6" pipe. Gasket removal generated dust which he inhaled. Mr. Ragusa was also working in the same areas where gaskets were installed. No dust exposure controls were utilized.

Mr. Ragusa worked near insulators who were removing asbestos insulation from pipes. No dust controls were utilized and no barrier tape was used to cordon off work areas. Consequently, Mr. Ragusa inhaled asbestos dust resulting from uncontrolled insulation removal.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

FRANK RAGUSA, JR.'s OCCUPATIONAL EXPOSURE TO THERMAL SYSTEM INSULATION PRODUCTS, GASKETS, AND WALLBOARDS

Starting in 1972, Mr. Ragusa was subjected to multiple direct and bystander⁷² exposures to asbestos at each of his workplaces described above that significantly contributed to his risk of developing mesothelioma. Estimates of the concentrations of workplace asbestos exposures sustained by Frank Ragusa, Jr. during various asbestos-related activities that occurred at his places of work are provided in Table III.

Table III – Asbestos Workplace Exposure Levels		
Activity	Exposure Concentrations	Reference
Removal of machinery and pipe lagging	2 – 490 f/cc (breathing zone)	Harries ⁷³
	0.2 – 26.3 f/cc	Balzer ⁷⁴
	2.4 – 60 f/cc (2-5 microns diameter) 2.4 – 12 f/cc (5 – 10 microns diameter)	Marr ⁷⁵
Asbestos cloth used in welding operations	76.6 f/cc	Harries ⁷³
Sewing and cutting of asbestos cloth	0.72 to 37 f/cc	Fleischer ⁷⁶
	0.6 – 34.2 f/cc (includes fitting and gluing)	Mangold ⁷⁷
Sawing asbestos wall panels	1.84 - 13.5 f/cc	Gobbell Hays ¹⁰⁹
	48.1 – 53.7 f/cc (area) 77.1 – 82.5 (breathing zone)	Hatfield ¹¹⁰
	Power saw (no LEV): >200 f/cc Hand sawing (no LEV): 31.4 – 58.4 f/cc	Cross ¹¹¹
	3.874 – 112.247 (breathing zone)	Mount ¹⁰⁸

Table III – Asbestos Workplace Exposure Levels		
Activity	Exposure Concentrations	Reference
	54.7 – 81.5 (personal; 15 min.)	Millette ¹⁰⁸
Gasket installation	0.03 – 0.75 f/cc (personal)	McKinnery ⁸⁴
Gasket fabrication	0.7 – 2.2 f/cc	Millette ¹¹⁵
Gasket removal	0.04 – 1.01 f/cc (personal)	McKinnery ¹¹⁴
	1.5 f/cc (TWA); 10.1 f/cc (peak) – small flange	Longo ¹¹⁶
	3.6 f/cc (TWA); 24 f/cc (peak) – medium flange	
	2.3 f/cc (TWA); 31 f/cc (peak) – large flange	
	0.11 – 0.33 f/cc (wire brush or scraper) 1.4 f/cc (power sander)	Cheng ¹¹⁷
0.14 f/cc (hand scraping) 6.8 f/cc (power wire brushing) 2.1 f/cc (hand scraping and power wire brushing) 5.5 f/cc (broom sweeping of area after removal)	Millette ¹¹⁸	

As the data in Table III indicates, Frank Ragusa's, occupational exposures to thermal system asbestos products, gaskets, and wallboards at the locations greatly exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. As stated earlier in this report, OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk⁸⁰⁻⁸⁶. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos thermal system insulation products, gaskets, and wallboards well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.

FRANK RAGUSA, JR.'s OCCUPATIONAL EXPOSURE TO FRICTION PRODUCTS

Frank Ragusa sustained multiple direct and bystander occupational exposures to asbestos friction products while operating cranes with open cabs and servicing of crane friction products, that significantly contributed to his risk of developing mesothelioma. The data provided below in Table IV are estimates of the concentrations of workplace asbestos friction product exposures sustained by Frank Ragusa.

Table IV – Friction Product Exposure Levels		
Activity	Exposure Concentrations	Reference
Blow out of truck brake drum and shoes	0.28 f/cc (adjacent area)	Hickish and Knight ⁸⁸
	0.17 f/cc (2 bays away – area)	
	0.19 f/cc (center of garage)	
Brake cleaning	7.09 f/cc (personal brake cleaning 1.5 – 2 hrs.)	USPHS (Dement) ⁸⁹
	0.08 f/cc (personal, after cleaning)	
	1.75 f/cc (TWA – personal)	
Blowing off brake drums	0.6 – 3 f/cc	NIOSH (Lloyd) ⁹⁰
Blow-out of auto drum assemblies – average peak exposures	10.5 f/cc	
Grinding of used truck brake linings	3.75 f/cc	
Beveling of new brake linings	37.3 f/cc	
Blowing Out Dust from automobile brake drums (Peak exposures taken during brake lining work of cars and trucks)	0.4 – 29.4 f/cc (personal, 2-10 minute samples)	Lorimer ⁹¹
	15.9 f/cc (personal mean, 2-10 minute samples)	
Blowing out dust (3 - 8 minute samples) from automobile brake drums at different distances.	6.6 – 29.8 f/cc (3 – 5 ft)	Rohl ⁹²
	2.0 – 4.2 f/cc (5 - 10 ft)	
	0.4 – 4.8 f/cc (10 – 20 ft)	
	0.1 – 0.8 f/cc (background 5 minutes after blowing, 10 – 75 ft)	
	0.1 f/cc (background)	
Dust Generated During the Cleaning of Brake Assemblies and Drums	0.84 – 5.35 f/cc – Personal.	Knight and Hickish ⁹³
	0.16 – 0.52 f/cc – Area	
	87 f/cc – peak, personal	
Seven Brake Servicing facilities	<u>Facility A – brake and front end mechanic</u> 0.07 – 0.16 f/cc (personal range) 0.12 f/cc (personal TWA) 0.02 – 0.07 f/cc (area range)	NIOSH (Johnson, Zumwalde, &

Table IV – Friction Product Exposure Levels		
Activity	Exposure Concentrations	Reference
	<u>Facility B – 1 mechanic</u> 0.10 – 0.15 f/cc (personal range) 0.12 f/cc (personal TWA)	Roberts) ⁹⁴
	<u>Facility C</u> 0.02 – 1.82 f/cc (personal range) 0.03 f/cc (personal TWA) 0.01 – 0.17 f/cc (area range)	
	<u>Facility D – 2 brake and front end mechanics</u> 0.03 – 2.3 f/cc (personal ranges) 0.10 – 0.15 (personal TWAs) 0.03 – 0.14 f/cc (area range)	
	<u>Facility E – 4 brake and front end mechanics</u> 0.03 – 0.58 f/cc (personal ranges) 0.07 – 0.12 f/cc (personal TWA range) 0.03 – 0.19 f/cc (area range)	
	<u>Facility F – 2 mechanics</u> 0.02 – 0.03 f/cc (Personal range) 0.01 f/cc (area)	
Compressed air blow-off	0.33 f/cc (PCM)	NIOSH (Roberts) ⁹⁵
	0.73 f/cc (> 5u by TEM)	
	1.46 f/cc (total fibers by TEM)	
Brake dust removal using squirt bottle (brake dust falls to ground)	0.54 f/cc – Personal peak	NIOSH (Roberts & Zumwalde) ⁹⁶
Wet brushing of brake dust; dust falls to ground	0.67 – 2.62 f/cc (range of 3 mechanics)	
Dry brushing of brake dust; dust falls to ground	0.61 – 0.81 f/cc	
Compressed air applied to Brake Drums	0.14 – 15 f/cc (Personal peak durations: 20 – 180 seconds)	NIOSH (Roberts & Zumwalde) ⁹⁷
	0.03 – 0.19 (Personal TWA)	
	0.013 – 0.13 f/cc (area TWA)	
Compressed air after rivet removal and drilling	2.8 – 3.3 f/cc	Millette ¹¹⁹
Opening of truck brakes	<0.1 – 1.9 f/cc	

Table IV – Friction Product Exposure Levels		
Activity	Exposure Concentrations	Reference
Cleaning of truck brakes with compressed air (enclosure and exhaust in use)	0.2 – 0.30 f/cc	Kauppinen ⁸⁸
Cleaning of auto drum brakes with compressed air, no exhaust	<0.1 – 8.2 f/cc	
Compressed air used	0.05 – 0.9 f/cc	Weir ⁹⁹
No compressed air	0.05 – 0.3 f/cc	
Agitation of clothing worn by operator for 30 minutes	0.72 f/cc	

As the Table IV data indicates, Frank Ragusa's occupational exposures to asbestos friction products dust exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. As stated earlier in this report, OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposure presents a significant risk^{59,91,62,65}. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to brake related asbestos well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.

It is important to note that the majority of the studies listed in Table IV underestimate the intensity of the airborne asbestos exposure resulting from friction products as the laboratory analytical method used to quantify asbestos exposure is phase contrast microscopy¹⁰⁰(NIOSH Method 7400) which only measures fibers which are technically defined by OSHA as a particulate form of asbestos structure which is at least 5 μ (microns) long with a 3 to 1 aspect ratio (length to width)¹⁻¹⁰. Fibers less than 0.25 μ in diameter cannot be detected using the NIOSH 7400 analytical method. NIOSH 7400 is the most common analytical method utilized to measure asbestos exposure levels, however, the inability to optically detect structures that do not meet the OSHA definition of a fiber is a problematic shortcoming as some analyses of air and bulk samples have found that the sizes (length) of asbestos structures in friction dust (airborne and in bulk samples) are less than 5 microns^{60,90-92, 94,96,97,99, 101,102}. To avoid confusion, the term structure will be used to describe asbestos particles that do not meet OSHA's dimensional definition of a fiber.

That some studies demonstrate that the size of asbestos brake dust structures is smaller than the dimensional definition of an asbestos fiber (Fiber = > 5 μ length, aspect ratio 3:1) is significant as studies have demonstrated that exposures to small asbestos structures are capable of inducing disease¹⁰³⁻¹⁰⁷, including mesothelioma. Consistent with the findings of these studies, Suzuki's examination of lung and mesothelial tissue of 168 mesothelioma cases found that 89.4% of the asbestos structures were equal to or shorter than 5 μ long and 92.7% of the structures were equal to or less than 0.25 μ wide¹⁰⁸.

FRANK RAGUSA, JR.'s RESIDUAL EXPOSURE TO ASBESTOS

As indicated above, Frank Ragusa sustained exposure to asbestos thermal insulation and friction products which significantly increased his risk of developing mesothelioma. To make matters worse, his exposure to asbestos continued past his work shifts as his employers and the businesses where he worked:

- failed to provide separate lockers for street clothes and work clothes.
- provided no coveralls to wear over his street clothes
- did not require workers to remove dirty work clothes and shower.
- provided no asbestos health hazard warning information; and
- provided no respiratory protection to workers.

Consequently, Frank Ragusa was exposed to residual asbestos exposure as asbestos fibers were shed from his hair and clothes. Asbestos fibers shed from clothing would eventually settle inside his vehicle and on typical household surfaces such floors, shelves, tables, appliances, window sills, and other non-porous surfaces. Asbestos fibers that settle on porous materials such as upholstery and carpets would tend to be trapped by these materials. However, normal, well intended housekeeping activities such as dusting and dry sweeping would result in re-entrainment^{109,110} of asbestos fibers and subsequent inhalation of those fibers.

The scientific literature indicates that asbestos contaminated clothing can release airborne fibers that can subject inhabitants to exposures above current and prior occupational exposure limits. Estimates of exposures these are indicated below in Table V.

TABLE V – RESIDUAL ASBESTOS EXPOSURES FROM CONTAMINATED CLOTHING		
Activity/Condition	Exposure Concentrations	Reference
Fiber release from contaminated lab coats	0.24 – 0.46 f/cc	Carter ¹¹¹
Shaking out contaminated Work Clothing	18.7 – 26.5 f/cc	Longo ¹¹²
	7.1 – 9.91 f/cc	Longo ¹¹³
	5.74 – 10.16 f/cc	Longo ¹¹⁴
Fiber release asbestos work clothes	0.1 – 1.4 f/cc	Mangold ¹¹⁵
Fiber release from asbestos contaminated clothing	1.7 – 2.1 f/cc	Millette ¹¹⁶
Fiber release from an asbestos contaminated shirt sleeve	2.4 – 7.0 f/cc	
Exposure from contaminated clothing	0.3 – 26.2 f/cc	Gibbs ¹¹⁷
	0.1 – 4.7 f/cc (8-hour TWA)	

HEALTH AND SAFETY VIOLATIONS

By the 1960s, it had been well established in the scientific literature that exposure to asbestos could cause workers to develop serious to fatal diseases such as asbestosis, lung cancer, and

mesothelioma. In response to the hazards, federal and state regulatory requirements were promulgated as early as the 1940s to protect workers from asbestos hazards. OSHA promulgated asbestos regulations starting in 1971 and continued to improve and refine asbestos regulations well into the 1990s. OSHA, NIOSH, the EPA, and non-governmental organizations such as the American Industrial Hygiene Association, ACGIH, and the National Safety Council have published hundreds of documents and guidelines intended to inform employers of asbestos hazards so that they could take action to protect their employees.

Despite the known health hazards associated with exposure to asbestos and existence of regulations to protect workers, Avondale Shipyards and their executive officers, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon-Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Oil, Shell Chemical, Triad, Union Carbide, Vulcan, Riley-Stoker, Foster Wheeler, General Electric, Westinghouse, Eagle, Taylor Seidenbach, and Hopeman Brothers exhibited egregious behavior by ignoring both the human health risks and their obligation to warn and protect workers. All of these business entities ignored exposure monitoring, personal protective equipment, employee information and training, compliance methods, prohibited work methods, abatement methods, signage and labeling, housekeeping, hygiene, medical surveillance and other regulatory requirements clearly stated in various iterations of OSHA's Asbestos standard. These business entities ignored the requirements of OSHA's Hazard Communication standard which required all employers to notify, educate, and train employees about the hazards at their workplaces. Their failures significantly increased Mr. Ragusa's risk of developing mesothelioma.

The health hazards associated with exposure to asbestos and asbestos emissions from friction products is well established. Accordingly, it would be reasonable to expect the manufacturers of cranes to anticipate an asbestos exposure to operators and those performing maintenance. However, Link-Belt, Manitowac, Marion, and American Crane failed to provide asbestos hazard warning information to the purchasers and operators of their equipment. Their failure to communicate the hazards of their equipment's friction products significantly increased Mr. Ragusa's risk of developing mesothelioma.

SUMMARY

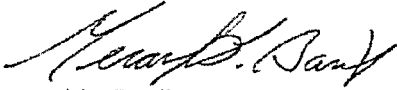
1. Despite the existence of federal worker protection requirements and the knowledge of the health hazards of asbestos, Avondale Shipyards and their executive officers, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, Vulcan, Riley-Stoker, Foster Wheeler, General Electric, Westinghouse, and Hopeman Brothers failed to take necessary and required actions to protect Frank Ragusa, Jr. during the years that he was exposed to asbestos. There is no indication that any of these companies utilized engineering controls to contain or isolate asbestos fibers within a specific work zone, used local exhaust ventilation systems to capture or filter the contaminated air, or used wet methods to suppress the aerosolization of asbestos fibers. These companies failed to advise workers of the known health hazards associated with exposure to asbestos. As a result of the inactions of these companies, Frank Ragusa, Jr. sustained occupational exposures to asbestos which significantly increased his risk of developing mesothelioma.

2. Frank Ragusa, Jr. sustained occupational exposures to asbestos at Avondale Shipyards, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, and Vulcan which exceeded historical and current occupational exposure limits. Hopeman Brothers exposed Mr. Ragusa to levels of asbestos which exceeded historical and current occupational exposure limits.
3. Avondale Shipyards and their executive officers, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon Mobil, Entergy, Hopeman Brothers, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Oil, Triad, Union Carbide, and Vulcan took no action to contain and confine asbestos exposures to their workplaces. These companies provided no coveralls, separate lockers to isolate for street clothes from asbestos-contaminated and no showers for their workers and contractors. Instead, they allowed their workers and contractors to wear asbestos-contaminated clothing home resulting in a residual asbestos exposure that significantly increased Frank Ragusa, Jr.'s risk of developing mesothelioma.
4. Despite the known health hazards associated with exposure to asbestos, the suppliers/manufacturers of asbestos-containing products and manufacturers of equipment containing asbestos products no provided hazard warning information to workers who would be exposed to asbestos. As a consequence of Eagle, Taylor-Seidenbach, Uniroyal, Foster-Wheeler, General Electric, Westinghouse, Riley Stoker, Link-Belt, Manitowac, Marion, and American Crane failing to provide asbestos hazard warnings, Frank Ragusa, Jr. sustained occupational exposures to asbestos that significantly increased his risk of developing mesothelioma.
5. Mr. Frank Ragusa, Jr. sustained exposures to asbestos-containing products and equipment from Eagle, Taylor Seidenbach, Uniroyal, Foster Wheeler, Riley Stoker, General Electric, Westinghouse, Link-Belt, Manitowac, Marion, and American Crane which exceeded historical and current occupational exposure limits.
6. Mesothelioma is a signature disease indicative of exposure to asbestos.
7. Asbestos is unreasonably dangerous for the following reasons:
 - asbestos exposure is inherently dangerous;
 - asbestos possesses no warning properties;
 - asbestos fibers are odorless, tasteless, and invisible to the naked eye;
 - inhalation exposures can occur even if no dust is visible;
 - substitutes safer than asbestos existed as early as the 1930s^{120 - 123};
 - the dangers posed by asbestos outweigh their benefits to society; and
 - exposure to visible dust in operations where asbestos products are used constitutes an overexposure.
8. All known asbestos fiber types cause mesothelioma. The current occupational health standards treat them equally. They are all treated as carcinogens from an industrial hygiene (exposure and health hazard) standpoint.
9. As documented in this report, none of the companies exerted any efforts to control exposures to asbestos. Consequently, given the absence of asbestos exposure controls, it was a substantial

certainty that some workers and their family members would eventually develop asbestos related diseases.

I continue to review additional documents and studies and reserve the right to supplement and/or modify my opinions. I look forward to providing further assistance in this case and am available to provide industrial hygiene expert witness support in this litigation.

Yours truly,



Gerard L. Baril, MS, CIH
Senior Project Manager
Forensic Analytical Consulting Services

APPENDIX A RELIANCE DOCUMENTS

ASBESTOS RELIANCE LIST

Frank Ragusa, Jr. Case

January 2023

1. Occupational Safety and Health Administration, 29 CFR1910.93, *Air contaminants. (Gases, vapors, fumes, dust, and mists.)*, May 1971.
2. Occupational Safety and Health Administration, 29 CFR1910.93a, *Asbestos Dust, Emergency Standard for Exposure to Asbestos Dust*, December 1971.
3. Occupational Safety and Health Administration, 29 CFR1910.93a, *Asbestos*, June 1972.
4. Occupational Safety and Health Administration, 29 CFR 1910.1001, *Occupational Exposure to Asbestos, Notice of Proposed Rulemaking*, October 1975.
5. Occupational Safety and Health Administration, 29 CFR1926.1001, *Asbestos*, June 1976.
6. Occupational Safety and Health Administration, 29 CFR 1910.1001 and 29 CFR1926.58, *Asbestos, tremolite, anthophyllite, and actinolite*, June 1986.
7. Occupational Safety and Health Administration, 29 CFR 1910.1001 and 29 CFR1926.58, *Asbestos, tremolite, anthophyllite, and actinolite, Asbestos*, September 1988.
8. Occupational Safety and Health Administration, 29 CFR 1910.1001 and 29 CFR1926.58, *Asbestos*, 1994.
9. Occupational Safety and Health Administration, *Preamble to 29CFR1926.1101, Asbestos*, 1994.
10. Occupational Safety and Health Administration, 29CFR1926.1101, *Asbestos*, 2006.
11. OSH Act of 1970, *Sec.5. Duties*, 1970.
12. ACGIH, *Documentation of the Threshold Limit Values and Biological Exposure Indices, Asbestos, All Forms*, 2001.
13. ACGIH, *TLVs and BEIs*, 1998-2021.
14. American Conference of Governmental Industrial Hygienists, *Threshold Limit Values – Discussion and Thirty-five Year Index with Recommendations*. 1984.
15. National Institute for Occupational Safety and Health, *Pocket Guide to Chemical Hazards*. Department of Health and Human Services, Centers for Disease Control and Prevention, National Institute for Occupational Safety and Health, 1997, 2005, 2007.
16. Tolman, W.H. et.al, *Safety Methods for Preventing Occupational and Other Accidents and Disease*, Harper & Brothers Publishers. New York and London, 1913.
17. Cooke, W.E., *Fibrosis of the Lungs due to Inhalation of Asbestos Fibers*, The British Medical Journal, July 1924.
18. Cooke, W.E., *Pulmonary Asbestosis*, The British Medical Journal, December 1927.
19. Cooke, W.E., *Asbestos Dust and the Curious Bodies Found in Pulmonary Asbestosis*, The British Medical Journal, September 1929.
20. Seiler, H.E., *A Case of Pneumoconiosis – Result of the Inhalation of Asbestos Dust*, British Journal of Industrial Medicine, December 1928.
21. Haddow, A.C., *Clinical Aspects of Pulmonary Asbestosis*, The British Medical Journal, September 1929.
22. Merewether et al., *Report on Effects of Asbestos Dust on the Lungs and Dust*

- Suppression in the Asbestos Industry*, His Majesty's Stationery Office, 1930.
23. Lynch, K.M. and Smith, W.A., *Pulmonary Asbestosis III: Carcinoma of Lung in Asbesto-Silicosis*, American Journal of Cancer, 1935.
 24. Lynch, K.M. and Smith, W.A., *Pulmonary Asbestosis, V.A. Report of Bronchial Carcinoma and Epithelial Metaplasia*, American Journal of Cancer, 1939.
 25. Gloyne, S.R., *Two Cases of Squamous Carcinoma of the Lungs Occurring in Asbestosis*, Tubercle, Vol. XVII (1935-36).
 26. Holleb, H.B. and Angrist, A., *Bronchiogenic Carcinoma in Association with Pulmonary Asbestosis – Report of Two Cases*, American Journal of Pathology, 1941.
 27. Homburger, F., *The Co-Incidence of Primary Carcinoma of the Lungs and Pulmonary Asbestosis*, American Journal of Pathology, 1943.
 28. Cureton, R.J.B., *Squamous Cell Carcinoma Occurring in Asbestosis of the Lungs*, British Journal of Cancer, 1948.
 29. Merewether et al., *Annual Report of the Chief Inspector of Factories for the Year 1947*, His Majesty's Stationery Office, 1949.
 30. Doll, R., *Mortality from Lung Cancer in Asbestos Workers*, British Journal of Industrial Medicine, British Journal of Industrial Medicine, 1955.
 31. Klemperer, P. and Tedeschi, C., *Pleural Mesothelioma*, Journal of Mt. Sinai Hospital, Vol.42, Issue 8, 1941.
 32. Mallory et.al., *Case Records of the Massachusetts General Hospital, Weekly Clinopathological Exercises, Case 33111*, New England Journal of Medicine 236, 1947.
 33. Wagner et al., *Diffuse Pleural Mesothelioma and Asbestos Exposure in the North Western Cape Province*, British Journal of Industrial Medicine, 17, 1960.
 34. Selikoff, I.J. et.al, *The Occurrence of Asbestosis among Insulation Workers in the United States*, Annals New York Academy of Sciences 132, 1965.
 35. Selikoff, I.J. et al., *Relation Between Exposure to Asbestos and Mesothelioma*, New England Journal of Medicine 272, 1965.
 36. United Kingdom, *Statutory Rules and Orders, 1931, No.1140, Factory and Workshop, Dangerous and Unhealthy Industries, The Asbestos Industry Regulations, 1931.*
 37. California, State of, Department of Industrial Relations, *Dusts, Fumes, Vapors and Gases Safety Orders*, Industrial Accident Commission, November 1939.
 38. Louisiana State Board of Health, *Sanitary Code, State of Louisiana*, 1943.
 39. Oregon State Board of Health, *Rules and Regulations for the Prevention and Control of Occupational Diseases*, State of Oregon, 1945.
 40. Ohio Department of Health, Division of Industrial Hygiene, *Legal Requirements for the Prevention and Control of Industrial Public Health Hazards*, State of Ohio, 1946.
 41. United States Department of Labor, *Walsh-Healey Public Contracts Act, Safety and Health Requirements*, March 1936.
 42. United States Department of Labor, *Walsh-Healey Public Contracts Act, Safety and Health Requirements*, March 1942.
 43. United States Department of Labor, *Walsh-Healey Public Contracts Act, Safety and Health Requirements*, April 1945.

44. United States Navy Department – Maritime Commission, *Minimum Requirements for Safety and Industrial Health in Contract Shipyards*, 1943.
45. ACGIH, *Documentation of the Threshold Limit Values and Biological Exposure Indices, Asbestos*, 1946-1991.
46. National Institute for Occupational Safety and Health, *Testimony on Proposed Rule on Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite*, OSHA Informal Public Hearing, 1991.
47. National Institute for Occupational Safety and Health, *Criteria for a Recommended Standard. Occupational Exposure to Asbestos*. US Department of Health, Education, and Welfare, Public Health Service, Center for Disease Control, National Institute for Occupational Safety and Health, 1972.
48. National Institute for Occupational Safety and Health, *Revised Recommended Asbestos Standard, Publication 77-169*. US Department of Health, Education, and Welfare, Public Health Service, Center for Disease Control, National Institute for Occupational Safety and Health, 1976.
49. National Institute for Occupational Safety and Health, *Workplace Exposure to Asbestos Review and Recommendations*, Publication 81-103. US Department of Health, Education, and Welfare, Public Health Service, Center for Disease Control, National Institute for Occupational Safety and Health, April 1980.
50. United States Department of Health and Human Services, *Asbestos, Report on Carcinogens, 11th Edition, June 2005*.
51. Environmental Protection Agency, *Asbestos-containing Material in School Buildings: A Guidance Document, Part 2*, EPA-450/2-78-014, March 1979.
52. Environmental Protection Agency, *Asbestos Waste Management Guide, EPA/530-SW 85-007*, May 1985.
53. Environmental Protection Agency, *Guidance for Controlling Asbestos Containing Materials in Buildings*, EPA 560/5-85-024, June 1985.
54. Environmental Protection Agency, *A Guide to the Asbestos NESHAP – As Revised November 1990, EPA340/1-90-015*, November 1990.
55. IARC Monograph: *Asbestos (Chrysotile, Amosite, Crocidolite, Tremolite, Actinolite, and Anthophyllite)*, IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 100C, 2012.
56. IARC Monographs Supplement 7, *Asbestos*, 1998.
57. Iwatsubo, Y. et al, *Pleural Mesothelioma: Dose-Response Relation at Low Levels of Asbestos Exposure in A French Population-based, Case-Control Study*, American Journal of Epidemiology, 1995.
58. Tossavainen, A., *Consensus Report: Asbestos, Asbestosis, and cancer: The Helsinki criteria for diagnosis and attribution*, Scandinavian Journal of Work and Environmental Health 23, 1997.
59. Rodelsperger, K. et al, *Asbestos and Man-Made Vitreous Fibers as Risk Factors for Diffuse Malignant Mesothelioma: Results from a German Hospital-Based, Case-Control Study*, American Journal of Industrial medicine, 2001.
60. Roggli et al, *Malignant Mesothelioma and Occupational Exposure to Asbestos: A Clinicopathological Correlation of 1445 Cases*, Ultrastructural Pathology, 26, 2002.

61. Kanarek, M.S., *Mesothelioma from Chrysotile Asbestos: Update*, Annals of Epidemiology, 2011.
62. Lacourt, A. et al, *Occupational and non-occupational attributable risk of asbestos exposure for malignant pleural mesothelioma*, Thorax, 2014.
63. Offermans, N. et al, *Occupational Asbestos Exposure and Risk of Pleural Mesothelioma, Lung Cancer, and Laryngeal Cancer in the Prospective Netherlands Cohort Study*, Journal of Occupational Medicine, 2014.
64. Welch, L., *Asbestos Exposure Causes Mesothelioma, But Not This Asbestos Exposure: An Amicus Brief to the Michigan Supreme Court*, International Journal of Occupational Health 13, 2007.
65. Newhouse, M.L. and Thompson, H., *Mesothelioma of Pleura and Peritoneum Following Exposure to Asbestos in The London Area*, British Journal of Industrial Medicine, Vol. 22, February 1965.
66. Greenberg, M. and Lloyd-Davies, T.A., *Mesothelioma Register 1967-78*, British Journal of Industrial Medicine, Vol.31, 1975.
67. McDonald, A.D., et al, *Epidemiology of Primary Malignant Mesothelial Tumors in Canada*, Cancer, Vol.26, 1970.
68. Vianna, N.J. and Polan, A.K., *Non-Occupational Exposure to Asbestos and Malignant Mesothelioma in Females*, The Lancet, May 1970.
69. Huncharek, M. et al, *Pleural Mesothelioma in a Brake Mechanic*, British Journal of Industrial Medicine, Vol.46, 1989.
70. Lemen, R.A., *Asbestos in Brakes: exposure and Risk of Disease*, American Journal of Industrial Medicine, Vol.45, 2004.
71. Freeman, M.D. and Kohles, S.S., *Assessing specific causation of mesothelioma following exposure to chrysotile asbestos-containing brake dust*, International Journal of Occupational and Environmental Health, Vol.18, 2012.
72. Grandjean et al., *Indirect Exposures: The Significance of Bystanders at Work and at Home*, American Industrial Hygiene Journal 47 (12), December 1986.
73. Harries, P.G., *Asbestos Concentrations in Ship Repairing: A Practical Approach to Improving Asbestos Hygiene in Naval Shipyards*, Annals of Occupational Hygiene 14, 1971.
74. Balzer et al, *The Work Environment of Insulating Workers*, American Industrial Hygiene Journal 29, May-June 1968.
75. Marr, W., *Asbestos Exposure during Naval Vessel Overhaul*, American Industrial Hygiene Association Journal 25, May-June 1964.
76. Fleischer et al., *A Health Survey of Pipe Covering Operations in Constructing Naval Vessels*, Journal of Industrial Hygiene and Toxicology 23, January 1946.
77. Mangold, C.A. et.al, *Asbestos Exposure and Control at Puget Sound Naval Shipyard*, National Technical Information Service, 1970.
78. Gobbell Hays Partners, Inc., *Cutting Micarta Boards*, Prepared for Ms. Jennifer Wagner and Richard F. Scruggs, P.A., July 1993.
79. Hatfield, R.L. and Longo, W.E., *Micarta Panel Work Practice Simulation*, Material Analytical Services, Inc., June 1999.

80. Cross, A. A., *Practical Methods for Protection of Men Working with Asbestos Materials in Shipyards*, September 1971.
81. Mount, M.D., *Report of Results: MVA0559, Areas 1 and 2*, Prepared for Mr. Chuck Cummings, MVA, Inc., May 1993.
82. Millette, J.R., *Studies to Determine Asbestos Fiber Release During Cutting of Asbestos Board materials Micarta/Marinite, MVA Project No.0393*, Prepared for Ms. Jennifer Wagner and Richard Scruggs, MVA Inc., December 1992.
83. McKinnery, W.N. and Moore, R.W. *Evaluation of Airborne Asbestos Fiber Levels During Removal and Installation of Valve Gaskets and Packing*. American Industrial Hygiene Association Journal, August 1992.
84. Millette, J. R., *Report of Results: MVA6662, Fiber Release Testing During Making of Gaskets*, prepared for Patten, Wornom, Hatten & Diamonstein, May 2006.
85. Longo, W.E. et al, *Fiber Release During the Removal of Asbestos-Containing Gaskets: A Work Practice Simulation*. Applied Occupational and Environmental Hygiene, Vol 17(1), 2002.
86. Cheng, R.T. and McDermott, H.J., *Exposure to Asbestos from Asbestos Gaskets*. Applied Occupational and Environmental Hygiene, Vol 5(7), 1991.
87. Millette, J.R. et al, *Releasability of Asbestos Fibers from Asbestos Containing Gaskets*, EIA Technical Journal, Fall 1995.
88. Hickish, D.E. and Knight, K. L., *Exposure to Asbestos During Brake Maintenance*, Annals of Occupational Hygiene, Vol.12, 1970.
89. United States Public Health Service (Dement, J.M.), *Cincinnati Municipal Garage, Automobile Brake Servicing Operations*, January 1972.
90. National Institute for Occupational Safety and Health (Lloyd), *Current Intelligence Bulletin 5, Asbestos Exposure during Servicing of Motor Vehicle Brake and Clutch Assemblies*, August 1975.
91. Lorimer, W.V. et al, *Asbestos Exposure of Brake Repair Workers in the United States*, Mount Sinai Journal of Medicine, Vol.43, May-June 1976.
92. Rohl, A.N. et al, *Asbestos Exposure during Brake Lining Maintenance and Repair*, Environmental Research, Vol.12, 1976.
93. Knight, K.L. and Hickish, D.E., *Investigations into Alternative Forms of Control for Dust Generated during the Cleaning of Brake Assemblies and Drums*, Annals of Occupational Hygiene, Vol.13, 1970.
94. National Institute for Occupational Safety and Health (Johnson, Zumwalde & Roberts), *Industrial Hygiene Assessment of Seven Brake Servicing Facilities*, January 1979.
95. National Institute for Occupational Safety and Health (Roberts), *Industrial Hygiene Report Asbestos, Reading Brake and Alignment Service*, March 1980.
96. National Institute for Occupational Safety and Health (Roberts & Zumwalde), *Industrial Hygiene Survey Report of the New York City Sanitation, Traffic, and Police Brake Servicing Facilities*, Queens, NY, May 1980.

97. National Institute for Occupational Safety and Health (Roberts & Zumwalde), *Industrial Hygiene Summary Report of Asbestos Exposure Assessment for Brake Mechanics*, November 1982.
98. Kauppinen, T. and Korhonen, K. *Exposure to Asbestos During Brake Maintenance of Automobile Vehicles by Different Methods*, American Industrial Hygiene Association, Vol.48, 1987.
99. Weir, F.W. et al, *Characterization of Vehicular Brake Service Personnel Exposure to Airborne Asbestos and Particulate*, Applied Occupational and Environmental Hygiene, Vol.16, 2001
100. National Institute for Occupational Safety and Health, *Method 7400 – Issue 2, Asbestos and Other Fibers by PCM*, August 1994.
101. Hatch, T.F. and Gross, P., *Pulmonary Deposition and Retention of Inhaled Aerosols*, Academic Press, 1964.
102. EPA (Jacko & DuCharme – Bendix Research Laboratories), *Brake Emissions: Emission Measurements from Brake and Clutch linings From Selected Mobile Sources*, March 1973.
103. Davis, J.M.G., *Electron-Microscope Studies of Asbestosis in Man and Animals*, Annals New York Academy of Sciences, December 1965.
104. Dodson, R.F. et al, *Asbestos content of omentum and mesentery in nonoccupationally exposed individuals*, Toxicology and Industrial Health, Vol.17, 2001
105. Le Bouffant, L., *Investigation and analysis of asbestos fibers and accompanying minerals in biological materials*, Environmental Health Perspectives, Vol.9, 1974.
106. Sebastien, O. et al, *Asbestos retention in human respiratory tissues: comparative measurements in lung parenchyma and in parietal pleura*. IARC Sci Publ. 1980.
107. Suzuki, Y. and Yuen, S.R., *Asbestos Tissue Burden Study on Human Malignant Mesothelioma*, Industrial Health, Vol.39, 2001.
108. Suzuki, Y. et al, *short, thin asbestos fibers contribute to the development of human malignant mesothelioma: Pathological evidence*. Int J Hyg Environ Health. 2005
109. Sawyer, R.N., *Asbestos Exposure in A Yale Building – Analysis and Resolution*, Environmental Research Vol.13, 1977.
110. EPA, *Asbestos-Containing Materials in School Buildings: A Guidance Document*, EPA-450/2-78-014, March 1978.
111. Carter, R.F. *The Measurement of Asbestos Dust Levels in a Workshop Environment*, United Kingdom Atomic Energy Authority, AWRE Report No. O28/70, July 1970.
112. Longo et al., *Secondary Exposures from Work Clothing*, Materials Analytical Services, Inc.
113. Longo et al., *Secondary Exposures from Work Clothing II*, Materials Analytical Services, Inc.
114. Longo et al., *Secondary Exposures from Work Clothing III*, Materials Analytical Services, Inc.
115. Mangold, C.A., *The Effects of Contaminated Clothing on the sampling of Low-Level Asbestos Fiber Concentrations in the Breathing Zone of Workers*, presented at the Pacific

- Northwest section, American Industrial Hygiene Association, Portland, OR, October 1984.
116. Millette, J., *Fiber Release of Asbestos Contaminated Clothing – MVA 6553*, prepared for Goldberg Persky & White, P.C., March 2006.
117. Gibbs, G.W., *Fibre Release from Asbestos Garments*, Annals of Industrial Hygiene, Vol. 18, 1975.
118. Hermeon, W.C.L., *Plant and Process Ventilation*, Industrial Press Inc., New York, 1955, 1963.
119. Millette, J.R. et al., *Microscopy in The Investigation of Asbestos-Containing Friction Products*, The Microscope, Vol,68:3, 2020.

Frank Ragusa, Jr.'s Case Specific Reliance List

1. Videotaped Deposition of Frank P. Ragusa, Jr., given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on September 28, 2021.
2. Videotaped Deposition of Frank P. Ragusa, Jr., given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on September 29, 2021.
3. Videotaped Deposition of Frank P. Ragusa, Jr., given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on September 30, 2021.
4. Deposition of Callen J. Cortez given via Zoom conference on February 8, 2021.
5. Deposition of Richard Rodrigue given on May 27, 1998.
6. Videotaped Discovery Deposition of Callen J. Cortez given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on August 11 and 12, 2020.
7. Videotaped Perpetuation Deposition of Callen J. Cortez given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on August 11 and 12, 2020.
8. Deposition of Burnette Bordelon, taken at offices of Avondale Shipyards, Avondale, LA, September 28, 1983.
9. Depositions of Luther Dempster, taken at offices of Roussel & Clement, LaPlace, LA, March 23 and 24, 1994.
10. Depositions of Luther Dempster, taken at offices of Roussel & Clement, LaPlace, LA, March 23 and 24, 1994.
11. Deposition of Jerry Savoie, taken at the offices of Roussel & Clement, LaPlace, LA, March 17, 2015.
12. Deposition of Charlie Savoie, taken at the offices of Roussel & Clement, LaPlace, LA, March 18, 2015.
13. Videotaped Deposition of Michael J. Comardelle, taken at the offices of Roussel & Clement, LaPlace, LA, November 4, 2013.
14. Deposition of Gustave M. Vonbodungen, taken in the offices of Entergy Services, New Orleans, LA, May 20, 2009.
15. Trial Testimony of Logan LeFort, Civil District Court, Parish of Orleans, State of Louisiana, No. 2012-7516, Logan L. LeFort vs. American Motorists Insurance Company, et al, September 17, 2012.
16. Trial Testimony of Luther Dempster, Civil District Court, Parish of Orleans, State of Louisiana, No. 2012-6486, Maurice Joseph Becnel vs. American Motorists Insurance Company, et al, May 22, 2013.
17. Trial Testimony of Ollie Gatlin, Civil District Court, Parish of Orleans, State of Louisiana, No. 91-18397, Asbestos Plaintiffs vs. Borden, Inc., et al, May 20, 1996.

18. Trial Testimony of Luther Dempster, Civil District Court, Parish of Orleans, State of Louisiana, No. 91-18397, Asbestos Plaintiffs vs. Borden, Inc., et al, March 18, 1996.
19. Avondale personnel records for Frank Ragusa, Jr.
20. Social Security Records of Frank Ragusa, Jr.

APPENDIX B PROFESSIONAL PROFILE

Gerard L. Baril, MS, CIH

1 Egret Ct
Alameda, CA 94501
(510) 305-6698
shark56@yahoo.com

PROFESSIONAL EXPERIENCE

Forensic Environmental Consulting Services, Hayward, CA
October 2016 to Present – Senior Project Manager

Responsibilities include litigation support services, indoor environmental quality assessments, development of construction site environmental health and safety plans, silica exposure monitoring, and providing comprehensive Industrial hygiene services.

Lawrence Environmental Group LLC, New York, NY
March 2004 – October 2016 – Principal – Chief Science Officer

Responsibilities included legal support (expert witness testimony/consulting), indoor environmental quality/mold projects, oversight of Phase I & II Environmental Site Assessments, vapor intrusion studies, comprehensive industrial hygiene services, and EHS training.

InteGrayted International, NY, NY
August 2000 – December 2003 - Senior Project Manager

Project management at *Ground Zero* building site directing environmental contaminant assessments, stabilization, and decontamination of a major office building severely impacted by the destruction of the World Trade Center. The remediation project accomplished the goal of rendering this large property commercially viable for re-occupancy while controlling worker exposure to multiple contaminants at the site.

Managed and provided industrial hygiene services (audits, specialty monitoring, ergonomic surveys, laboratory safety, biohazard safety, etc.) to Fortune 500 clients at domestic and international locations.

Corporate Safety & Health Consultants/Lovell Safety Management, NY, NY
August 1986 – August 2000 - Senior Industrial Hygienist

Provided environmental health and safety services to insureds in order to control workers compensation claims and comply with OSHA standards. As a result, the healthcare group maintained a loss ratio below 40% entitling these employers to receive annual dividends.

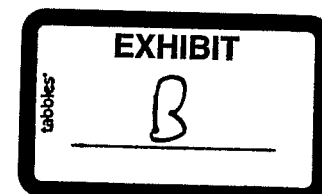
Authored OSHA compliance manuals and training programs for Bloodborne Pathogens, Tuberculosis, Hazard Communication, Ethylene Oxide, Lead in Construction, Silica, Emergency Response, Respiratory Protection, Ergonomics, etc.

Conducted dozens of indoor air quality investigations involving mold contamination in healthcare facilities and office occupancies.

Assisted healthcare facilities in the development of emergency contingency plans for nuclear, biological, and chemical terrorism disasters.

AIG Consultants, Inc., NY, NY
August 1981 – August 1986 - Senior Engineering Consultant/Industrial Hygienist

Liberty Mutual Insurance Co., NY, NY
September 1978 – August 1981- Loss Prevention Consultant



CREDENTIALS

CIH - Certified Industrial Hygienist per the American Board of Industrial Hygiene.

EDUCATION

MS – Environmental Health Sciences, Hunter College (CUNY), NY, NY.
BS – Geology, Rensselaer Polytechnic Institute, Troy, NY.

EDUCATIONAL OUTREACH

Guest Lecturer

New York City Department of Housing Preservation and Development – Mold; Asbestos; Lead
Hunter College – Professional Development.
Medgar Evers College – Noise Exposure and Control; Mold; Bloodborne Pathogens.
New York Institute of Technology – Noise Control; Fundamentals of Industrial Hygiene.

PROFESSIONAL AFFILIATIONS

American Industrial Hygiene Association (AIHA)

Treasurer of Northern California Section of AIHA, January 2017 to present
Chairman of AIHA Membership Committee, 2004 to 2006.
President of Metro NY AIHA Local Section, 1994-1995.
Presented “*Setting Cleanup Standards for the Response and Remediation of the Interior of Buildings in the Direct Proximity of the WTC Collapse*” at the 2002 annual conference, San Diego, CA.
Presented “*Establishing Health and Safety Programs for Non-emergency Response Workers in a Building Directly Impacted by the Destruction of the World Trade Center*” at the 2011 annual conference, Portland, OR.

American Society for Healthcare Engineering

Faculty Member of Safety & Security Management Certificate Program, 1996-2001;
Safety & Security Management Committee Member, 1998-2001;
Environmental Management Committee Member, 1997;
Presented Indoor Air Quality Seminars at ASHE Annual Conferences in 1999 and 2000.

Briefings on Hospital Safety “Healthcare Facilities Guide”

Advisory Board Member, 1995-2002.

ACGIH (formerly American Conference of Governmental Industrial Hygienists)

International Society of Indoor Air Quality and Climate



Forensic Analytical Consulting Services

San Francisco Office

21228 Cabot B'vd.

Hayward, CA 94040

M: (510) 305-6698

D: (510) 266-4682

E: gbaril@forensicanalytical.com

Gerard L. Baril, MS, CIH

Senior Project Manager

EDUCATION

M.S., Environmental Health Sciences/Industrial Hygiene, Hunter College of the City University of New York, 1987

B.S., Geology, Rensselaer Polytechnic Institute, 1978

CERTIFICATIONS & REGISTRATIONS

- American Board of Industrial Hygiene
 - Certified in Comprehensive Practice of Industrial Hygiene (CIH) #4362CP

PROFESSIONAL EXPERIENCE

Gerard has over 35 years of experience in the field of environmental health, industrial hygiene, and safety management. He has provided public and private sector organizations with comprehensive industrial hygiene and safety services such as OSHA compliance audits, safety management evaluation, hazardous substance exposure analysis, job hazard analysis, accident investigation and analysis, site remediation, and management and employee training. During his career, Gerard has provided industrial hygiene and safety services to a diverse array of industries and employers that include healthcare, chemical plants, foundries, construction, power plants, heavy and light manufacturers, research laboratories, dry docks, waste water treatment plants, and commercial and residential real estate, to name a few. In addition to working in the United States, Gerard has provided industrial hygiene services in Argentina and Brazil.

Gerard spent two years providing full time project management at "Ground Zero" directing environmental contaminant assessments, stabilization, and remediation of a large office building, adversely impacted by the destruction of the World Trade Center. This project incorporated multiple aspects within the industrial hygiene and safety spectrum, including: hazard assessments, hazard containment and isolation, mold removal, asbestos abatement, medical surveillance of site workers, respiratory protection, employee health and safety, etc.

Gerard has developed and conducted various training programs and seminars for organizations such as the Business Council of New York State, Greater New York Safety Council, American Society for Healthcare



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www.forensicanalytical.com

Engineering (ASHE), Hospital Association of New York State (HANYS) and many others. Gerard has conducted hundreds of lectures and training programs during his career. He has lectured extensively on such topics as asbestos, bloodborne pathogens, confined space entry, emergency response, fundamentals of industrial hygiene, hazard communication, health hazards in construction, hearing conservation and noise, indoor environmental quality, laboratory safety, lead and lead-based paint hazards, lock-out/tag-out, mold and moisture intrusion, office ergonomics, personal protective equipment strengths and limitations, respiratory protection, silica, tuberculosis, and ventilation.

For a large portion of his career, Gerard has specialized in performing indoor environmental quality evaluations and mold and moisture intrusion investigations in hospital and commercial real estate settings. Gerard has conducted hundreds of indoor environmental quality investigations involving mold contamination, soil vapor intrusion, and contaminant infiltration. Subsequent to the performance of these evaluations, he has provided contractors with site-specific remediation work scopes and post-mold/water damage/water intrusion remediation criteria that must be met in order to permit re-occupancy and/or reconstruction of impacted occupancies

Gerard also provides industrial hygiene litigation support services in the form of expert witness testimony, critical reviews, and technical oversight. Expert witness services have been provided for plaintiffs and defendants in mold/moisture intrusion, asbestos, silica, indoor environmental quality, and lead-based paint cases.

Gerard has been actively involved in professional associations throughout his career, providing leadership on national committees and at local and regional levels to help shape policy and provide guidance on regulatory and emerging issues in the industrial hygiene and safety field.

PROFESSIONAL AFFILIATIONS & HONORS

- American Industrial Hygiene Association (AIHA):
 - Member: 1988 - Present
 - Membership Committee Chairman: 2004 – 2006
 - Committee Member: Health Care Working Group, 2015 - Present
 - Corresponding Committee Member: Indoor Environmental Quality, 2008 - Present
 - Northern California Section
 - Treasurer, 2017 to Present
 - Member, 2017 to Present
 - Metropolitan New York Local Section
 - President, 1994-1995
 - Member, 1985 - 2016
- American Conference of Governmental Industrial Hygienists (ACGIH)
 - Member: 1989 - Present
- American Society of Safety Engineers
 - Member: 1985 - 2010
- American Society for Healthcare Engineering (ASHE)
 - Safety & Security Management Certificate Program Faculty Member: 1996-2001



- Safety & Security Management Committee Member: 1998-2001
- Environmental Management Committee Member: 1997
- BNA and Briefings on Hospital Safety's *Healthcare Facilities Guide*
 - Advisory Board Member: 1995-2002
- International Society of Indoor Air Quality and Climate
 - Member: 2014 - Present

RECENT SHORT COURSES/SYMPOSIUMS

- Legionella and Other Waterborne Pathogens: Recognition, Evaluation, and Control, AIHCe Professional Development Course (PDC), Baltimore, MD, 2016
- Registry Preparation: Theory and Application of 4-Gas/PID Sensor, AIHA PDC, Salt Lake City, UT, 2015
- Mold and Health Effects - EMLab P&K Webinar, 2015
- Sewage Contamination - EMLab P&K Webinar, 2015
- ASHRAE 188-2015 & AIHA Legionella 15-781 - Aerobiology Laboratories Webinar, 2015
- New NY Mold Law and Legionella Regulations, Metro NY AIHA, New York, NY, 2015
- Tracing Air in Buildings, AIHCe PDC, San Antonio, TX, 2014
- Introduction to Bacteriology - EMLab P&K Webinar, 2014
- Strategies for Mold Investigations and Sampling - EMLab P&K Webinar, 2014
- Fungal Data Interpretation - EMLab P&K Webinar, 2014
- Application of Industrial Hygiene and Safety in Emerging Economies/New Analytical Mandates for Asbestos/Vermiculite, Metro NY AIHA, New York, NY, 2014
- Ethical Fitness, Metro NY AIHA, New York, NY, 2014
- Legally Defensible Mold Investigation Strategies, Metro NY AIHA, New York, NY 2014
- Introduction to EHS for the Nanotechnology Industry, AIHCe PDC, Montreal, QB, Canada, 2013
- Disinfection for Infection Prevention - Industrial Hygiene Implications, AIHCe PDC, Montreal, QB, Canada, 2013
- Mold Recognition-Effective Strategies and Results, AIHCe PDC, Indianapolis, IN, 2012
- Vapor Intrusion, Investigation, and Mitigation, AIHCe PDC, Portland, OR, 2011
- Examining Professional Ethics and Industrial Hygiene, AIHA TeleWeb Virtual Seminar, 2011
- Anticipation Recognition Evaluation and Control of Welding, AIHCe PDC, Denver, CO, 2010
- Environmental Law and regulations for Industrial Hygienists, AIHCe PDC, Denver, CO, 2010
- Improving an Effective Safety & Health Inspection Program, MetroNY AIHA, New York, NY 2010
- Introduction to Risk Assessment for the Industrial Hygienist, AIHCe PDC, Toronto, ON, Canada, 2009
- Community Noise, AIHCe PDC, Toronto, ON, Canada, 2009
- Intensive Short Course: Hearing Protection and Conservation, MetroNY AIHA, New York, NY 2009
- What Ergonomics means to the Safety Professionals. MetroNY AIHA, New York, NY 2009
- Industrial Hygienists as Experts in Trials and Depositions, AIHCe PDC, Minneapolis, MN, 2008
- Tools of the Trade - Vapor Intrusion Investigation, PDC, AIHCe, Minneapolis, MN, 2008
- Global Harmonized Systems, MetroNY AIHA, 2008
- Industrial Hygiene In the Dominican Republic, MetroNY AIHA, New York, NY, 2007



- Air Sampling for Mold: A Litigation Perspective, AIHCe PDC, Anaheim, CA, 2005

PUBLICATIONS

- Baril, G. , *Respiratory Protection Compliance Plan*, Lovell Safety Management, 1995
- Baril, G., *Silica Exposure Control Plan*, Lovell Safety Management, 1994
- Baril, G., *Lead In Construction Compliance Manual*, Lovell Safety Management, 1993
- Helmstadt, W. and Baril, G., *Confined Space Entry Compliance Plan*, Lovell Safety Management, 1992
- Baril, G., *Bloodborne Pathogens Compliance Manual*, Lovell Safety Management, 1991
- Andre, R. and Baril, G., *Hazard Communication Compliance Manual with Supervisors Guide*, Lovell Safety Management, 1990
- *Baril, G.*, Ethylene Oxide Compliance Manual, Lovell Safety Management, 1989
- Andre, R. and Baril, G., *Hazard Communication Compliance Manual*, Lovell Safety Management, 1989

SELECT PRESENTATIONS

- *Establishing Health and Safety Programs for Non- emergency Response Workers in a Building Directly Impacted by the Destruction of the World Trade Center* – AIHCe, Portland, OR, 2011.
- *Asbestos Awareness Training* - New York City Department of Housing Preservation and Development (HPD), New York, NY, 2005
- *PESTS: Rats, Roaches and other Disgusting Nuisances* - New York City Department of Housing Preservation and Development (HPD), New York, NY, 2005
- *Local Law # 7 - Carbon Monoxide Detectors In Buildings* - New York City Department of Housing Preservation and Development (HPD), New York, NY, 2004
- *Local Law # 1 - New York City Childhood Lead Poisoning Prevention Act of 2003* – American Indoor Air Quality Association, New York, NY - 2004
- *Setting Cleanup Standards for the Response and Remediation of the Interior of Buildings in the Direct Proximity of the WTC Collapse* – AIHCe, San Diego, CA, 2002
- *Introduction to Occupational Health* – ASHE, Arlington, VA, 2001
- *Anesthetic Gas Exposures in Operating Rooms and Recovery Rooms* – ASHE, Seattle, WA 2000
- *Bloodborne Pathogens* – Aaron Diamond AIDS Research Center, New York, NY, 2001
- *Managing Hazardous Chemical Agents in Healthcare* – ASHE, Seattle, WA, 2000
- *Indoor Air Quality: A Case Study* – ASHE, Seattle, WA, 2000
- *Hazard Communication – Right to Know* - Greater New York Safety Council, New York, NY ,2000
- *Ergonomic Programs: A Business Necessity* - Business Council of New York State, Multiple locations, 2000
- *Occupational Health Hazards in the Construction Industry* – Greater New York Safety Council, New York, NY, 1999
- *Revised Respiratory Protection Standards* –ASHE, Philadelphia, PA, 1999
- *Indoor Air Quality – Investigation and Control* – ASHE, Philadelphia, PA, 1999
- *Occupational Health Hazards in the Construction Industry* – Greater New York Safety Council, New York, NY, 1998
- *Introduction to Indoor Air Quality* - Greater New York Safety Council, New York, NY, 1998



- *Introduction to Industrial Hygiene* - Greater New York Safety Council, New York, NY, 1998
- *Introduction to Occupational Health* – ASHE, Denver, CO, 1998
- *Office Ergonomic/Back Injury Preventions* - Greater New York Safety Council, New York, NY, 1997
- *Introduction to Industrial Hygiene* – ASHE, San Antonio, TX, 1997
- *Internet Applications for Safety Professionals* - Metro New York Chapter American Society of Safety Engineers, New York, NY, 1997
- *Fundamentals of Industrial Hygiene* – Business Council of New York State, Multiple locations, 1996
- *Healthcare in the 90s* – Lovell Safety Management, Multiple locations in New York State, 1995
- *Tuberculosis* – ASHE, Las Vegas, NV, 1995
- *Hazard Communication/Personal Protective Equipment* - Business Council of New York State, Multiple locations, 1995
- *Chemical Hazards in Healthcare* - ASHE, Washington, DC, 1994
- *What to Do When OSHA Knocks* - Business Council of New York State, Multiple locations, 1994
- *Health Hazards in Construction* - Building Industry Employers of New York, Multiple locations, 1994
- *Lock-out/Tag-out* – ASHE, Lake Buena Vista, FL, 1994
- *Hazard Communication* - Council on Cultural Preservation, Washington, DC, 1994
- *Reproductive Hazards* – ASHE, Philadelphia, PA, 1993
- *Tuberculosis* – ASSE New Jersey Local Section, 1992



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR. *
 Plaintiff *CIVIL ACTION NO.:
VERSUS *2:21-cv-01971
LOUISIANA INSURANCE *JUDGE CARL J. BARBIER
GUARANTY ASSOCIATION, *MAG. JUDGE KAREN ROBY
ET AL. *
 Defendants. *

VIDEOTAPED DEPOSITION OF
DR. STEPHEN TERRY KRAUS
TAKEN AT ROUSSEL & CLEMENT
1550 WEST CAUSEWAY APPROACH
MANDEVILLE, LA 70471
ON THURSDAY, FEBRUARY 23, 2023, AT 9:38 A.M.

1 A. Good morning.

2 Q. My name is Alex Saunders, and I'm here
3 representing Avondale in connection with the
4 Ragusa matter.

5 A. Got you.

6 Q. And I know that you've done this before.
7 In fact, we were just talking about a prior
8 deposition that went fairly late into the evening.
9 And so it's fair to say that I don't need to
10 restate all the deposition rules with you again
11 today, do I, sir?

12 A. No, sir.

13 Q. All right. Can you please state your
14 full name and business address for the record?

15 A. Stephen, S-T-E-P-H-E-N, Terry,
16 T-E-R-R-Y, Kraus, K-R-A-U-S, 111 Veterans
17 Boulevard, Suite 401 -- excuse me, Suite 403, and
18 it's 70005.

19 Q. All right. Thank you.

20 A. In Metairie.

21 Q. Got it. Dr. Kraus, in connection with
22 your deposition this morning, we were provided
23 with some materials, including but not limited to
24 your report in the Ragusa matter, correct?

25 A. That's correct.

1 A. I was just waiting to see if there was
2 an objection.

3 Yes.

4 Q. Okay. Do you have an opinion one way or
5 another as to whether that range of exposures that
6 you identified a moment ago is significantly above
7 background or ambient exposures?

8 MRS. ROUSSEL: Object to the form of the
9 question.

10 DEFENSE COUNSEL: Object.

11 THE WITNESS: It would be at those
12 levels a significant contributing factor to
13 the development of malignant mesothelioma.

14 EXAMINATION BY MR. SAUNDERS:

15 Q. So it's your understanding that based on
16 all the materials you reviewed in this particular
17 case, Mr. Ragusa's exposure to respirable asbestos
18 fibers as a consequence of his working around
19 Hopeman Brothers' employees cutting, installing,
20 or otherwise manipulating asbestos-containing
21 wallboards during the relevant time period would
22 be a substantial contributing cause of his
23 development of mesothelioma?

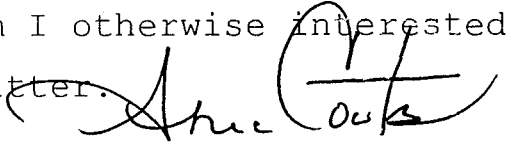
24 DEFENSE COUNSEL: Object to the form.

25 THE WITNESS: That's correct.

REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original seal on this page.

I, ANNA C. COATES, CCR, RPR, do hereby certify that DR. STEPHEN TERRY KRAUS, to whom the oath was administered, after having been duly sworn by me upon authority of R.S. 37:2554, did testify as herein above set forth in the foregoing 390 pages; that this testimony was reported by me in the stenotype reporting method, was prepared and transcribed by me and is a true and correct transcript to the best of my ability; that the transcript has been prepared in compliance with transcript format guidelines required by rules of the board; that I have acted in compliance with the prohibition on contractual relationships, as defined by Louisiana Code of Civil Procedure Article 1434 and in rules and advisory opinions of the board; that I am not related to counsel or the parties hereto, nor am I otherwise interested in the outcome of this matter.



DATE

ANNA C. COATES, RPR, CCR
LOUISIANA CCR NO. 97018

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

DR. STEPHEN TERRY KRAUS

who, after being duly sworn, did depose and state:

1. Exhibit A, which is a true and correct copy of my report in this case, was prepared by me based upon my knowledge of the information contained in same. I adopt herein all opinions set forth in this report and make them part of this Affidavit. If I were present in Court, I would testify consistent with what I have stated in Exhibit A.
2. Exhibit B is a true and correct copy of my Curriculum Vitae. If I were present in Court, I would testify consistent with what I have stated in Exhibit B.
3. I am licensed to practice medicine in the States of Louisiana and have been Board Certified in Radiation Oncology since 1976. Radiology Oncology includes the diagnosis and treatment of cancers, including lung cancer. I received my medical degree from the University of Cincinnati College of Medicine. I have treated lung cancer and mesothelioma patients since 1982 and have treated or consulted on over 120 patients with malignant mesothelioma. I have served as the medical director for the Department of Radiology/Oncology at Tulane Medical School. My Curriculum Vitae is attached as Exhibit "B".
4. As stated in Paragraphs 4 and 5 of my report, I have reviewed numerous documents in this case. These documents include, but are not limited to medical records and imaging, including x-rays and scans, of Frank Ragusa, Jr. I have reviewed the depositions of Frank Ragusa, Jr. (September 28-30, 2021). I have also reviewed the social security itemized statement of earnings of Frank Ragusa, Jr. I have reviewed the reports of Gerard Baril and Dr. James Millette.
5. As stated in Paragraph 44 of my report, Mr. Frank Ragusa first worked at Avondale Shipyards from June 6, 1972, to August 1972, as a tacker in the Westwego yard. He used asbestos cloth to cover himself while welding. The welding cloth was manufactured by Uniroyal. Asbestos cloth was used daily. It was cut. The cloth was supplied by Eagle and Taylor-Seidenbach. He returned to Avondale Shipyards at the main yard from February 5, 1975 through March 29, 1979, and worked as a maintenance helper, crane operator, and crane hooker. He worked around Hopeman Brothers on the Zapata rig installing asbestos wallboard. The asbestos wallboards



were cut with a Skil saw by Hopeman Brothers and "dust just went flying". Hopeman Brothers did not take any precautions to protect him from asbestos exposure. He also worked at Avondale Shipyards as a crane operator from June 20, 1980, to December 4, 1981, and again as a crane operator from October 18, 1982, to February 5, 1983. In 1989, he returned to Avondale as a crane operator working for a contractor. He was exposed to dust from the frictions from the crane.

6. As stated in Paragraph 45 of my report, Mr. Frank Ragusa also worked as a crane operator at various other industrial facilities from the mid 1970s until 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums.
7. As stated in Paragraph 46 of my report, as a crane operator, Mr. Frank Ragusa worked in various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts, including pipefitters and insulators, changing gaskets and removing old insulation. A hand wire brush and power wire brush were used to scrape out the gaskets. Garlock 900 were the gaskets he identified at the plants. He worked around pipefitters using this gasket material. He also worked around insulators at the plants. He also identified working around insulators and pipefitters changing insulation and gaskets on boilers and turbines. The boilers he recalled were Foster Wheeler and Riley Stoker. The turbines he recalled were General Electric and Westinghouse.
8. As stated in Paragraph 47 of my report, as a medical doctor, I performed a qualitative cumulative assessment of Mr. Frank Ragusa's asbestos exposure. In making my assessment, I reviewed the testimony outlined above and the reports of Gerard Baril and Dr. James Millette. I also reviewed the scientific and medical literature which confirm the high levels of occupational asbestos exposure sustained by Mr. Frank Ragusa. I also reviewed the X-rays, scans, and medical records of Mr. Frank Ragusa.
9. As stated in Paragraph 48 of my report, Mr. Frank Ragusa worked at Avondale Shipyards where he used asbestos welding cloth and operated cranes. He also worked around Hopeman Brothers cutting wallboard with a Skil saw at Avondale Shipyards. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure while at Avondale Shipyards using asbestos cloth, working around Hopeman Brothers, and operating cranes. Based on my review of Mr. Baril's report as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at Avondale exceeded the current and historical permissible exposure limits. (128, 129, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the

historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)


10. As stated in Paragraph 49 of my report, Mr. Frank Ragusa was exposed to asbestos at various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts changing gaskets and removing insulation. Gerard Baril stated that Mr. Frank Ragusa sustained high levels of exposures at these facilities from his work around other crafts handling gaskets and insulation on piping, turbines, and boilers. This included Riley Stoker and Foster Wheeler boilers as well as General Electric and Westinghouse turbines. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at these plants exceeded the current and historical permissible exposure limits. (128, 129, 131, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)
11. As stated in Paragraph 50 of my report, Mr. Frank Ragusa worked as a crane operator from the 1970s through 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the frictions used in the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure from his work operating and assisting in the maintenance of cranes. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this brake and clutch work exceeded the current and historical permissible exposure limits. (214, 215, 230, 273, 274, 275, 276, 277, 278, 279). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)
12. As stated in Paragraph 51 of my report, although Mr. Frank Ragusa sustained occupational exposures to asbestos that exceeded the current and historical exposure limits, it is recognized in the scientific and medical literature that exposures well below the permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178). The literature shows that exposures as brief as one day, three weeks, or even three months is sufficient to cause mesothelioma. (9, 34, 88, 89, 95, 98, 104, 106, 107, 114, 116, 128) Mr. Frank Ragusa's exposures greatly exceeded these durations and resulted in his development of malignant mesothelioma.

13. As stated in Paragraph 52 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure while employed by Avondale Shipyards and while working as a contractor for Avondale Shipyards. Mr. Frank Ragusa had significant occupational asbestos exposures from working around Hopeman Brothers contractors at Avondale Shipyards and from using Uniroyal asbestos cloth supplied by Eagle and Taylor-Seidenbach. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.
14. As stated in Paragraph 53 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure from his work at Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.
15. As stated in Paragraph 54 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure from his around asbestos products from Riley Stoker and Foster Wheeler boilers and General Electric and Westinghouse turbines. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.
16. As stated in Paragraph 55 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure from his operation and maintenance of cranes manufactured by American, Link Belt, Manitowoc, and Marion. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

Dr. Stephen Terry Kraus did further state that all of the information contained herein is true and correct to his personal knowledge and belief.


DR. STEPHEN TERRY KRAUS

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 10th DAY
OF March, 2023.


NOTARY PUBLIC

Ragusa, Frank, Jr.

Date of birth: [REDACTED] **1953**

Name of wife: Maxine “Becky” Ragusa

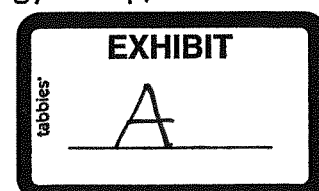
Names of children: Valerie and Stephanie

1. My name is Stephen Terry Kraus, MD. I am licensed to practice medicine in the State of Louisiana. I have been board certified since 1976 in Radiation Oncology (Therapeutic Radiology). I have treated or consulted on over 130 patients with malignant mesothelioma.

2. The opinions expressed in this report are supported by decades of medical practice and the consensus of the scientific and medical community regarding mesothelioma and occupational and para-occupational domestic exposure to asbestos.

3. From 1982 until 2003, I worked at West Jefferson Medical Center as an oncologist. During that time, I initiated the West Jefferson Medical Center Tumor Board and chaired the Tumor Board during the time that I was at West Jefferson Medical Center. In 2010, I participated in and at times moderate of the Tumor Conference at Tulane Cancer Center, as well as being responsible for all Tumor Board and Tumor Registry activities at Tulane Medical Center. In 2011, I participated in the LSU Medical Center and at the Veterans Administration Hospital Tumor Boards. From 2010 until January 2014, I was the Medical Director of the Department of Radiation Oncology at the Tulane Cancer Center, at which time I retired from Tulane Cancer Center. In April 2014, I was requested to return to the Tulane Cancer Center in the Department of Radiation Oncology where I remained until November 2015. During my time as an oncologist, I have seen many individuals from the “Jefferson Parish” area with malignant mesothelioma. Jefferson Parish developed because of industry, including Avondale Shipyards as well as others industries. Anyone who worked in a shipyard, including office workers, during the time that asbestos was present, were exposed to asbestos. (89)

4. I have reviewed the medical records, x-rays and scans from Baylor College of Medicine, St. Luke’s Medical Center, Dr. Robert Ripley, Touro Infirmary, Dr. James Ellis, West Jefferson Medical Center, Cancer Center at West Jefferson Medical Center, West Jefferson Family Doctor Clinic, West Jefferson Pulmonary Associates, Ochsner Urgent Care, Concerned Home Health, Delta Pathology Group, West Jefferson Medical Center Infectious Disease Clinic.



5. I have reviewed the depositions of Frank Ragusa, Jr. (September 28-30, 2021). I have also reviewed the social security itemized statement of earnings of Frank Ragusa, Jr. I have reviewed the reports of Gerard Brail and Dr. James Mallette.
6. January 2021: Mr. Ragusa told me that his symptoms of shortness of breath and dyspnea upon exertion started in January 2021. He tried to exercise, but could not breathe. "It all went downhill from there." Mr. Ragusa noticed an increase in his shortness of breath in March, 2021. This progressed into April. He sought medical attention from Dr. Rochon on May 4, 2021.
7. May 4, 2021: Mr. Ragusa was seen by Dr. Rochon at West Jefferson Medical Center. He had shortness of breath, dyspnea upon exertion and chest tightness . His weight was 174 pounds. Respiratory rate 16/min. He has been identified as a former smoker. He had a 15 year pack history and had quit smoking. Chest x-ray revealed right-sided large pleural effusion.
8. May 12, 2021: A CT scan of the chest showed a large right pleural effusion and pleural thickening most prominent at right lung base. The pleural thickening was nodular. It also extended into the mediastinal pleural surface in the superior mediastinum. No left-sided pleural effusion was noted. A small subpleural nodule was noted in the right upper lobe of lung. I have reviewed the CT scan. Calcified pleural plaques are noted in the lower medial right upper lobe. There is a mediastinal and tracheal/esophageal shift to the left with compression of the right middle lobe bronchus. Obliteration of right lower lobe noted from pleural effusion. Round atelectasis is noted in the right lung.
9. May 14, 2021: A thoracentesis removed 1500 cc. The final pathology was done by Delta Pathology Group of the thoracentesis, and was negative for malignancy.
10. May 26, 2021: A CT scan reveals right pleural effusion that is most significant in the right lung base and extends to the right upper lobe area as well as the right visceral pleura. Thickened pleural nodularity is noted that extends to the right posterior costophrenic angle. I have reviewed this CT scan.
11. May 31, 2021: Right chest pain, shortness of breath and coughing continued. 1000 cc of fluid was removed via thoracentesis. Previous thoracenteses were done on May 14, 2021 (1500 cc), and again on May 31, 2021 (1000 cc).
12. June 3, 2021: CT scan guided biopsy of the right pleural mass was accomplished.
13. June 4, 2021: The biopsy was positive for CK 7, p 40, CK 5/6, Calretinin, WT 1 and D 2 40. The biopsy was negative for Napkin A, TTF-1, CK 20 and Synaptophysin.

Final diagnosis was epithelioid mesothelioma. Pathology signed out by Michael LeRoy, MD.

14. June 9, 2021: Mr. Ragusa was evaluated by Dr. James Ellis. He had chest discomfort. On physical exam breath sounds were diminished in the right hemithorax and completely absent at the right base. Because he was fairly healthy, Dr. Ellis felt that he was a good candidate for aggressive treatment. Dr. Ellis communicated with Dr. Ripley at Baylor. Dr. Ellis described Mr. Ragusa had asbestos exposure during his career.

15. June 10, 2021: Dr. Ellis consulted with Dr. Ripley at Baylor. Neoadjuvant chemotherapy was recommended.

16. June 11, 2021: 2300 cc of pleural fluid was removed via thoracentesis.

17. June 16, 2021: Dr. Ellis recommended a combination of pemetrexed and cisplatin every 3 weeks.

18. June 23, 2021: Mr. Ragusa was evaluated by Robert Ripley, MD. Neoadjuvant versus adjuvant chemotherapy was discussed with Mr. Ragusa. It was recommended that he receive surgery followed by chemotherapy. Recommendation was for chemotherapy including a platinum based chemotherapy, pemetrexed chemotherapy and Avastin followed by surgery. He was described as having right lateral and posterior chest wall discomfort. He noted that he has been on a decline in his performance status secondary to shortness of breath and dyspnea upon exertion. Mr. Ragusa quit smoking on April 19, 1984 (37.2 years since quitting smoking.) He was described as being sexually active. Weight was 166 pounds. (8 pound weight loss since May 4, 2021.) It was noted that he was short of breath on exertion and had right chest wall discomfort.

19. June 29, 2021: Mr. Ragusa was seen at St. Luke's Medical Center. He had discomfort in his right lateral and posterior chest wall and noted a decline in his overall performance status secondary to dyspnea upon exertion.

20. July 1, 2021: Mr. Ragusa underwent a mediastinoscopy and right thoracentesis as well as a diagnostic laparoscopy with washings at Baylor College of Medicine. 2 L of fluid was removed via thoracentesis. (Since May 14, 2021 the total amount of fluid removed was 7800 cc.) Bronchoscopy demonstrated that airways were patent and normal. Left paratracheal lymph node revealed metastasis. Subsequent immunohistochemistry was positive for Calretinin, WT1 and D2-40. The peritoneal soft tissue biopsies revealed no evidence of malignancy. The peritoneal washings

were negative. Final diagnosis was a right-sided pleural malignant mesothelioma with nodal metastasis.

21. October 14, 2021: A PET CT scan was undertaken. Dramatic regression of the right mesothelioma, with residual pleural thickening and residual extension into the mediastinum was noted. There were several residual lobular and nodular foci of the pleural thickening, posteriorly that demonstrated hypermetabolic activity. The right pleural effusion is present but diminished in size. An increase in compressive atelectasis of the right lower lobe was noted. There was hypermetabolic activity along the visceral pleural surface along the right aspect of the mediastinum.

22. October 21, 2021: I evaluated Mr. Ragusa (see my evaluation).

23. November 11, 2021: Mr. Ragusa had developed a fistula with empyema. A right VATS was undertaken with right pleural decortication. The drainage of the empyema was accomplished without complication.

24. November 21, 2021: Mr. Ragusa accepted the treatment decision of having a right thoracotomy, right pleurectomy and decortication, possible chest wall resection, pericardial and diaphragm resection and reconstruction.

25. December 1, 2021: Mr. Ragusa underwent a right extended posterior lateral thoracotomy. Mr. Ragusa underwent right parietal pleurectomy, right visceral decortication, complete diaphragm resection with reconstruction, thymectomy, mediastinal lymph node dissection and therapeutic flexible bronchoscopy. Pathology report revealed the skin and soft tissue had acute and chronic inflammation. The epithelioid malignant mesothelioma had metastasis to the thymus, diaphragmatic extension of with the malignancy extended into the lung parenchyma and pericardial extension did not fully extend through the pericardium. There was greater than 50% of the mesothelioma present. The primary tumor was staged as a pT3. 60% of the malignancy was epithelioid malignant mesothelioma and 40% was sarcomatous malignant mesothelioma.

26. December 22, 2021: Mr. Ragusa was admitted to West Jefferson Medical Center. A CT of chest with contrast was done. A complex pneumothorax, (hydropneumothorax), was noted both anteriorly and posteriorly on the right. Pleural fluid was noted but diminished since prior exams. Partial collapse of the right lung was noted. The left lung remained clear. No left pleural effusion was appreciated.

27. January 12, 2022: CT scan of chest revealed a large pyopneumothorax as well as progression of the right hemithorax mesothelioma.

28. February 9, 2022: Mr. Ragusa was evaluated Dr. Robert Ripley. Mr. Ragusa requires a flap into the chest space. He will be reassessed in two weeks.

29. February 23, 2021: Mr. Ragusa was seen by Dr. Robert Ripley. It was determined that a latissimus and omental flap would be done.

30. March 15-21, 2022: Mr. Ragusa had developed a right empyema with trapped lung. At Baylor College of Medicine he underwent a right thoracotomy, latissimus muscle flap transfer as well as decortication of the right lung. He had undergone a resection of the diaphragm scar, harvest of the omentum, right thoracotomy and pulmonary decortication were done. It was noted that the liver was adherent to the chest wall. Fibrous scarring was formed along the pseudo-diaphragm. The final pathology reveals foreign body granulomas and scar tissue. He was discharged to home with a chest tube.

31. March 30, 2022: Mr. Ragusa returned to Baylor to see Dr. Ripley. Chest x ray shows a worsening of the atelectasis in the right lower lobe.

32. May 10, 2022: Mr. Ragusa was seen by Jaimie Nguyen, MD at the West Jefferson Medical Center Infectious Disease Clinic. Mr. Ragusa was medically stable. A CT scan was ordered.

33. May 19, 2022: CT scan of the chest revealed pleural nodularity throughout the right hemithorax consistent with malignant mesothelioma as well as progression of mediastinal adenopathy. The pyopneumothorax appeared to be stable.

34. June 3, 2022: Dr. Ripley evaluated Mr. Ragusa via telemedicine. The CT scan was of concern. A PET/CT scan was to be undertaken.

35. July 12, 2022: Mr. Ragusa was seen by Dr. Ellis. Mr. Ragusa continues to have limitations in range of motion of the right arm as well as chronic pain in the right chest wall and right shoulder. Norco was prescribed for pain.

36. August 17, 2022: PET scan shows hypermetabolic pleural mass lesions consistent with recurrent malignancy. Nodal adenopathy in the right precranal, right hilar, right anterior cardiophrenic angle, right retrocrural space and gastrohepatic ligament chain.

37. September 8, 2022: Mr. Ragusa was initiated on palliative immunotherapy (Opdivo and Yervoy).

38. September 20, 2022: Mr. Ragusa was having ongoing fatigue and low grade fevers. He had chest pain, cough and trouble swallowing as well.

39. November 1, 2022: Mr. Ragusa continued to have right generalized skeletal pain and was proscribed Prednisone 20 mg twice a day.

40. November 15, 2022: Mr. Ragusa continued to have chronic chest pain since surgery. He was initiated MS Contin 30 mg twice a day and Norco for breakthrough pain.

41. November 22, 2022: A PET/CT scan was done as part of restaging. It showed progression of the mesothelioma in the right thorax. This was in the pleura as well as the lymph nodes.

42. November 29, 2022: Dr. James Ellis stopped Opdivo and Yervoy due to progression of the mesothelioma. Both Dr. Ellis and Dr. Ripley are reviewing clinical trials to determine if there is any effective alternative therapy. Dr. Ellis notes that Mr. Ragusa's "life expectancy would also be limited." Mr. Ragusa continues to have chest pain consistent with progression of the malignant mesothelioma. Dr. Ellis is discontinuing the long-acting morphine and adding Duragesic for pain.

43. Mesothelioma is a terminal disease, which will require medical treatment throughout the remainder of Mr. Ragusa's life. His average monthly expenses will continue to increase until his death. The overall survival can range from 12 months to 5 years or greater from date of diagnosis. (285). If Mr. Ragusa did not have mesothelioma his life expectancy would be 83.7 years. (261)

44. Mr. Frank Ragusa first worked at Avondale Shipyards from June 6, 1972, to August 1972, as a tacker in the Westwego yard. He used asbestos cloth to cover himself while welding. The welding cloth was manufactured by Uniroyal. Asbestos cloth was used daily. It was cut. The cloth was supplied by Eagle and Taylor-Seidenbach. He returned to Avondale Shipyards at the main yard from February 5, 1975 through March 29, 1979, and worked as a maintenance helper, crane operator, and crane hooker. He worked around Hopeman Brothers on the Zapata rig installing asbestos wallboard. The asbestos wallboards were cut with a Skil saw by Hopeman Brothers and "dust just went flying". Hopeman Brothers did not take any precautions to protect him from asbestos exposure. He also worked at Avondale Shipyards as a crane operator from June 20, 1980, to December 4, 1981, and again as a crane operator from October 18, 1982, to February 5, 1983. In 1989, he returned to Avondale as a crane operator working for a contractor. He was exposed to dust from the frictions from the crane.

45. Mr. Frank Ragusa also worked as a crane operator at various other industrial facilities from the mid 1970s until 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums.

46. As a crane operator, he worked in various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts, including pipefitters and insulators, changing gaskets and removing old insulation. A hand wire brush and power wire brush were used to scrape out the gaskets. Garlock 900 were the gaskets he identified at the plants. He worked around pipefitters using this gasket material. He also worked around insulators at the plants. He also identified working around insulators and pipefitters changing insulation and gaskets on boilers and turbines. The boilers he recalled were Foster Wheeler and Riley Stoker. The turbines he recalled were General Electric and Westinghouse.

47. As a medical doctor, I performed a qualitative cumulative assessment of Mr. Frank Ragusa's asbestos exposure. In making my assessment, I reviewed the testimony outlined above and the reports of Gerard Baril and Dr. James Millette. I also reviewed the scientific and medical literature which confirm the high levels of occupational asbestos exposure sustained by Mr. Frank Ragusa. I also reviewed the X-rays, scans, and medical records of Mr. Frank Ragusa, as outlined above.

48. Mr. Frank Ragusa worked at Avondale Shipyards where he used asbestos welding cloth and operated cranes. He also worked around Hopeman Brothers cutting wallboard with a Skil saw at Avondale Shipyards. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure while at Avondale Shipyards using asbestos cloth, working around Hopeman Brothers, and operating cranes. Based on my review of Mr. Baril's report as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at Avondale exceeded the current and historical permissible exposure limits. (128, 129, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current

permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)

49. Mr. Frank Ragusa was exposed to asbestos at various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts changing gaskets and removing insulation. Gerard Baril stated that Mr. Frank Ragusa sustained high levels of exposures at these facilities from his work around other crafts handling gaskets and insulation on piping, turbines, and boilers. This included Riley Stoker and Foster Wheeler boilers as well as General Electric and Westinghouse turbines. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at these plants exceeded the current and historical permissible exposure limits. (128, 129, 131, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)

50. Mr. Frank Ragusa worked as a crane operator from the 1970s through 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the frictions used in the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure from his work operating and assisting in the maintenance of cranes. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this brake and clutch work exceeded the current and historical permissible exposure limits. (214, 215, 230, 273, 274, 275, 276, 277, 278, 279). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)

51. Although Mr. Frank Ragusa sustained occupational exposures to asbestos that exceeded the current and historical exposure limits, it is recognized in the scientific and medical literature that exposures well below the permissible exposure limits are

significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178). The literature shows that exposures as brief as one day, three weeks, or even three months is sufficient to cause mesothelioma. (9, 34, 88, 89, 95, 98, 104, 106, 107, 114, 116, 128) Mr. Frank Ragusa's exposures greatly exceeded these durations and resulted in his development of malignant mesothelioma.

52. Mr. Frank Ragusa had significant occupational asbestos exposure while employed by Avondale Shipyards and while working as a contractor for Avondale Shipyards. Mr. Frank Ragusa had significant occupational asbestos exposures from working around Hopeman Brothers contractors at Avondale Shipyards and from using Uniroyal asbestos cloth supplied by Eagle and Taylor-Seidenbach. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

53. Mr. Frank Ragusa had significant occupational asbestos exposure from his work at Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

54. Mr. Frank Ragusa had significant occupational asbestos exposure from his around asbestos products from Riley Stoker and Foster Wheeler boilers and General Electric and Westinghouse turbines. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

55. Mr. Frank Ragusa had significant occupational asbestos exposure from his operation and maintenance of cranes manufactured by American, Link Belt, Manitowoc, and Marion. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

56. The medical evidence shows that individuals exposed to asbestos begin to sustain tissue damage shortly after the inhalation of asbestos fibers, and that the individual sustains distinct bodily injury at the time of this occupational or paraoccupational exposure to asbestos. (172, 173, 175)

57. Ramazzini, in 1713, noted that laundresses "had fallen sick from various ailments contracted in the course of their work". The disease they contracted were from direct contact with linens and bedclothes. He postulated that changing out of their work clothes would prevent them from becoming ill "from various ailments

contracted during the course of their work". He suggested adequate ventilation, washing and separation of work clothes and non-work clothes (91, 111)

58. Joseph Lieutad described to cases of pleural malignancies that were consistent with malignant mesothelioma in 1767. (90)

59. Hoffman reported that American and Canadian asbestos workers labored in "unhealthful conditions" in 1918 (1)

60. Asbestos was first identified as a carcinogen in the United States by Smith and Lynch in 1935. (2)

61. Five cases of "primary pleural neoplasm" of mesothelioma origin by Klemperer in 1931. (84)

62. The 1942 Walsh-Healey Public Contracts Act provided that workers exposed to harmful materials be provided with protections to prevent the materials from being carried home on work clothing. (112)

63. The 1943 Sanitary Code of the State of Louisiana promulgated by the Louisiana State Board of Health provided that protections should be implemented to prevent asbestos dust from being carried home on work clothing. (195)

64. Wedler described pleural and peritoneal tumors associated with asbestos in 1943. (3)

65. The Annual Report of Chief Inspector of Factories for the Year 1947 sided 235 factory workers from 1924 through 1946 who had documented occupational asbestos exposure. Merewether "noted that" cancer of the lungs or pleura were found to be present as a cause of death in 31 (13.2%) of these cases. (4)

66. The 1951 Walsh-Healey Public Contracts Act recommends that asbestos workers be provided with "necessary protective work clothes" and that the work clothes and street clothes should not be in direct contact with one another. (92).

67. In 1956, Lieben described 68 workers with known asbestos occupational exposure, and "21 of these not only had evidence of asbestosis but also had suffered from malignancy". (5)

68. In 1960, Wagner determined that asbestos was the causative agent of malignant mesothelioma and that malignant mesothelioma did not occur "spontaneously. (86)

69. According to The Consensus Report of the 1997 Helsinki Conference, the Helsinki criteria were developed by a group of “19 participants from 8 countries not producing asbestos”. All participants agreed that:

- A domestic or para occupational asbestos causes malignant mesothelioma
- Brief or low level exposure above threshold “is all that is required for malignant mesothelioma to be considered as asbestos related.”
- All asbestos fiber types cause malignant mesothelioma.
- Brief or low-level asbestos exposure causes malignant mesothelioma. (18)

70. The Congressional Record, October 2007, acknowledges that:

- All fiber types of asbestos cause malignant mesothelioma
- Occupational asbestos exposure causes malignant mesothelioma
- Paraoccupational or domestic asbestos exposure causes malignant mesothelioma
- Asbestos is a “category a human carcinogen, the highest cancer hazard classification for a substance”
- Even low levels of asbestos exposure may cause asbestos related diseases including mesothelioma. (35)

71. The Congressional record of Families of Workers, October, 2007 acknowledges that families of asbestos workers are put at risk because of asbestos brought home by the workers on the shoes, clothes, skin and hair of the workers. (8, 14, 18, 38, 52, 54, 60, 70, 74, 76, 78, 79, 81, 95, 113)

72. The scientific and medical community are in consensus that occupational or para-occupational/domestic asbestos exposure can cause mesothelioma. (8, 9, 18, 19, 35, 38, 53, 54, 56, 74, 95, 113, 206)

73. The scientific and medical community are in consensus that even brief and low level exposure to asbestos can cause mesothelioma. (18, 38, 39, 54, 95, 113)

74. The scientific and medical community are in consensus that any occupational or para occupational exposure to asbestos—even brief or low-level exposures—must be considered causal in an individual with a mesothelioma. (8, 18, 19, 35, 38, 39, 72, 107, 113, 206)

75. “Mesothelioma is a signature malignancy for asbestos exposure”. (19, 35, 54, 72, 113)

76. Asbestosis and mesothelioma are two totally separate and distinct diseases. (40, 41, 74, 90, 113, 127, 136, 137, 138, 139, 143, 144, 146, 164)

77. Asbestosis is a benign, but serious condition. (8, 18, 38, 113, 117, 138, 139, 143, 144, 145, 164)

78. Mesothelioma is a malignancy and is terminal. (8, 12, 16, 27, 34, 52, 75, 77, 82, 87, 88, 169)

79. The following agencies and organizations that acknowledge that occupational and para-occupational asbestos exposure can result in malignant mesothelioma and that all types of asbestos fibers can cause malignant mesothelioma.

- The Environmental Protection Agency (19)
- The International Agency for Research on Cancer (19, 117)
- The National Toxicology Program (19)
- The International Agency for Research on Cancer (19)
- The National Toxicology Program (19)
- The Occupational Safety and Health Administration (19, 93, 106, 114)
- The Consumer Products Safety Commission (19)
- The World Health Organization (19, 74, 76)
- The World Trade Organization (19)
- The National Institute for Occupational Safety and Health (9, 19)
- The American Thoracic Society (19, 144)
- The American Conference on Governmental Industrial Hygienists (19)
- The Report of the 1997 Helsinki Conference, 2014 Helsinki Criteria and publications from the American Cancer Society (18, 19, 113)

80. The National Institute for Occupational Safety and Health and the Occupational Safety and Agency concludes that occupational exposure to asbestos-contaminated materials is a risk for development of malignant mesothelioma. (8, 9, 93, 114, 130, 152)

81. Even low levels of occupational or para-occupational can cause malignant mesothelioma. (8, 9, 13, 18, 19, 36, 38, 39, 53, 54, 57, 75, 76, 95, 109, 113, 176, 177, 178)

82. Background asbestos exposure is negligible and not a factor in developing malignant mesothelioma. (18, 35, 72, 113, 176, 177, 178)

83. Smoking does not cause or contribute to the development of mesothelioma. (18).

84. The main cause of domestic or paraoccupational asbestos exposure is from laundering the clothes of asbestos workers. (14, 26, 38, 52, 54, 56, 78, 79, 81, 124,

244, 245, 246). Asbestos contamination of workers' homes causes all forms of asbestos disease among workers' family members, including mesothelioma. (54). Asbestos home contamination occurs from the wearing home of contaminated clothing, shoes, and other items. (54). When mesothelioma occurs in an asbestos workers' household contacts, it is a sentinel event for exposure to asbestos from home contamination. (54).

85. Kanarek acknowledges that all types of asbestos can cause malignant mesothelioma and that "brief or low exposures to asbestos are capable of mesothelioma carcinogenicity." (53)

86. Diagnosis and subtyping of malignant mesothelioma have been improved with sophisticated immunohistochemistry chemistry studies. (20, 22, 30, 40, 41, 113, 135, 136, 137, 149, 155, 158, 159, 166, 167, 204)

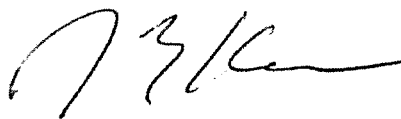
87. The quality of life for an individual with malignant mesothelioma is poor before treatment, during treatment and after treatment. (12, 15, 16, 23, 27, 28, 29, 30, 32)

- Symptoms of malignant pleural mesothelioma include:
 - Profound pain
 - Weight loss
 - Chest wall pain or pleurisy
 - Fluid in the thoracic cavity
 - Severe shortness of breath
 - Pain on breathing
 - Fatigue
 - Persistent cough
 - Coughing up blood
 - Persistent hiccups
 - Inability to swallow
 - Profound weakness
 - Anemia
 - Symptoms of heart failure
 - Venous blood clots resulting in blood clots to the lung
 - Massive blood clotting that would result in uncontrolled bleeding (disseminated intravascular coagulopathy)
 - Vascular blockage with profound facial and arm swelling
 - Uncontrolled nosebleeds
 - Extension of malignant mesothelioma through the diaphragm resulting in ascites, swelling of legs pelvic pain and back pain

- Metastasis to lung, bone, liver, intestine and lymph nodes
- Death

88. It is my expert medical opinion that Frank Ragusa, Jr.'s the malignant mesothelioma was caused by his occupational asbestos exposure.

89. All opinions and conclusions in this report are to a reasonable degree of medical certainty and probability.


1/12/23

1. Hoffman FL. Mortality from Respiratory Trades, Bulletin, United States Department of Labor, Bureau of Labor Statistics, 1918
2. Lynch KM, and Smith WA. Pulmonary Asbestosis III: Carcinoma of Lung and Asbesto-Silicosis. Am J Cancer 24: 56-64, 1935
3. Wedler HW. Asbestose und Lungenkrebs. Dtsh Arch Klin Med 191: 189, 1943
4. Merewether, ERA. Annual Report of the Chief Inspector of the Factories for the Year 1947
5. Lieben J. Malignancies in Asbestos Workers. Arch Environ Health 13: 619-621
6. Alleman JE, Brooke TM. Asbestos Revisited. Scientific American July: 1997
7. Sawyer RN. Asbestos exposure in Yale Building. Preventative and Occupational Medicine: 146-169, 1976
8. Robinson C, Lemen R, et al. Dusts and Diseases. Occupational and Environmental Exposures to Selected Fibrous and Particulate Dusts. NIOSH: 130-142, 1976
9. NIOSH Revised Recommended Asbestos Standards. Dept HEW: 30-42, 1976
10. Halliwell B, Gutteridge JM. Oxygen Toxicity, Oxygen Radicals, Transition Metals and Disease. Biochem J. 219 (1) 1-14, 1984
11. Asbestiform Fibers Non-occupational Health Hazards. Board of Toxicology and Health Hazards, National Research Council. 1984
12. Antman K, Shemin R, et al. Malignant Mesothelioma Prognostic Variables in a Registry of 180 Patients, the Dana Farber Cancer Institute and Brigham and Women's Hospital Experience 1965-1985. J Clin Oncol 6 (1) 147-153, 1988
13. Control of Asbestos Exposure during Brake Drum Service. US Dept of H & HS 198
14. Joubert L, Seidman H, et al. Mortality Experience of Family Contacts of Asbestos Workers. Ann NY Acad Sci. 416-418, 1991
15. Sugarbaker DJ, Strauss GM, et al. Node status and Malignant Mesothelioma. J Clin Oncol 11:6 1172-1178, 1993
16. Sugarbaker DJ, Flores RM, et al. Resection Margins Extrapleural Nodal Status, Cell Type Determine Postoperative Long-Term Survival in Trimodality Therapy of Malignant Pleural Mesothelioma. Results in 183 Patients. J Thor and Cardiovasc Surgery 117:1 54-65, 1999
17. Qian, MS. The Role of Iron in Free Radical Oxidations, PhD Thesis University of Iowa

18. Consensus Report. Scand J Work Environ Health 23:311-316, 1997
19. Welch LS. Asbestos Exposure Causes Mesothelioma but Not This Court an Amicus Brief to the Michigan State Court. Int J Occup Environ Health: 13:318 317-327, 2007
20. Marchevsky AM. Application of Immunohistochemistry to the Diagnosis of Malignant Mesothelioma. Arch Pathol Lab Med 132: 397-401, 2008
21. Scagliotti GV, Shin DM, et al. Phase II Study of Pemetrexed Accident with and without Folic Acid and Vitamin B12 As Frontal Line Therapy in Malignant Pleural Mesothelioma. J Clin Oncol 21:56 1556-1561 2003
22. Trombino A, Cesario, A, et al. Alpha 7 Nicotinic Acetylcholine Receptors Affect Growth Regulation of Human Mesothelioma Cells. Cancer Res: 64:135 2004 135-145
23. Nowak AK, Stockier MR. Assessing Quality of Life during Chemotherapy for Pleural Mesothelioma. Feasibility, Validity and Results of Using European Organization for Research and Treatment of Cancer or Quality of Life Questionnaire and Lung Cancer Module. J Clin Oncol 22(15) 2004 3172-3180
24. Ceresoli GF, Chiti A, et al. Early response evaluation in malignant pleural mesothelioma by positron emission tomography with 18 F Fluorodeoxyglucose. J Clin Oncol 24(18) 4587-4593 2006
25. Garland I, Rankin R, et al. Phase II study of Erlotinib in Patients with Malignant Pleural Mesothelioma: A Southwestern Oncology Group Study. J Clin Oncol 24 (17) 2007
26. Patel AV, Bogner PN, et al. Malignant Pleural Mesothelioma after Household Exposure to Asbestos. J Clin Oncol 18.8268 5480-1518 Presented at ASCO 2008 and online publication
27. Jassem J, Ramlau R, et al. Phase3 Trial of Pemetrexed Plus Best Supportive Care Compared with Best Supportive Care and Previously Treated Patients with Advanced Malignant Pleural Mesothelioma. J Clin Oncol 26(10) 2008
28. Perrot de M, Field R, et al. Trimodality Therapy with Induction Chemotherapy Followed by Extrapleural Pneumonectomy and High-Dose Hemi Thoracic Radiation for Malignant Pleural Mesothelioma. J Clin Oncol 27(9) 2009

29. Krug LM, Pass HI. Multicentric Phase II Trial of Neoadjuvant Pemetrexed Followed by Extrapleural Pneumonectomy and Radiation for Malignant Pleural Mesothelioma. 27(18) 2009
30. Tsao AS, Wistuba I, et al. Malignant Pleural Mesothelioma. J Clin Oncol 27(12) 2009
31. Vachani Moon E, et al. Gene Therapy for Mesothelioma and Lung Cancer. Am J Respir Cell Mol Biol: 42 385-393 2010
32. Treasure T et al. Extrapleural Pneumonectomy Versus No Extrapleural Pneumonectomy for Patients with Malignant Pleural Mesothelioma: Clinical Outcomes of Mesothelioma and Radical Surgery (MARS). The Lancet Oncol. 12(8) 763-772 2011
33. Olsen NJ et al. Increasing Incidence of Malignant Mesothelioma after Exposure to Asbestos during Home Maintenance and Renovation. Med J Aus T. 195 (5) 271-270, 4/20/11
34. Reeve D. Asbestos and the World Trade Center National EMS Memorial Service: Asbestos. Com. November, 2013
35. United States Congress, 15 U.S Code 2641, 20 U.S. Code 3601, H.R.982
36. NCCN Guideline Version, Non-Small Carcinoma of Lung and Small Cell Carcinoma of Lung 3.2020
37. Marinaccio A, et al. Analysis of Latency Time and its Determinants in Asbestos Related Malignant Cases of the Italian Register. Eu Journ of Cancer. 43(2007)2722-2728
38. Hillerdal G. Mesothelioma: cases associated with non-occupational and low dose exposures. Occup Environ Med. 56 505-513 1977
39. Burdorf A. Occupational Characteristics of Cases with Asbestos-related Diseases in the Netherlands. Ann Occup Hygiene. 47 (6)485-492 2003
40. Tomasetti M. Biomarkers for early Detection of Malignant Mesothelioma: Diagnostic and Therapeutic Application. Cancers 2:523-548 2010
41. Porpodis C. Malignant Pleural Mesothelioma: current and future perspectives. J Thor Dis. 5 (4) 2013
42. Nurminen M. Estimating the Induction Period of Pleural Mesothelioma from Aggregate Data on Asbestos Consumption. JOEM. 45 (10)1107-1115 2003
43. Darai-Ramqvist. Microenvironment-Dependent Phenotypic Changes in a Mouse Model for Malignant Mesothelioma Front Oncol. 3:203 2013

44. Brown C. Free radical activity of synthetic vitreous fibers: Iron Chelation Inhibits Hydroxyl Radical Generation by Refractory Ceramic Fiber. *J Toxicol Environ Health*.53 (7):545-561 1998
45. Reizenstein P. Iron, Free radicals and Cancer. *Med Oncol Tumor Pharmacother*.8 (4):229-233 1991
46. Halliwell B, et al. Oxygen Toxicity, Oxygen Radicals, Transition Metals and Disease. *Biochem J*.219 (1)1984
47. Qian M. Free Radicals and Malignant Mesothelioma
48. Deborah "Debbie" Reeve (1964-2006)- Find A Grave Photos
49. Scurry J. Malignant Mesothelioma Eight Years after a Diagnosis of Atypical Mesothelial Hyperplasia. *J Clin Pathol*.52:535-537
50. Bianchi C, et al. Malignant Mesothelioma of the Pleura in Nonagenarian Patients. *Il Pens Scient Ed*.196:156-159
51. Strong A. *Fundamentals of Composites Manufacturing, Second Edition*
52. Ferrante D. Cancer Mortality and Incidence of Mesothelioma in a Cohort of Wives of Asbestos Workers in Casale Monferrato, Italy. *Environ Health Persp*.115 (10)1401-1405
53. Kanarek M. Mesothelioma from Chrysotile Asbestos: An Update. *Ann Epidemiol*.21:688-697 2011
54. Report to Congress on Workers Home Contamination Study Under the Workers Home Protection Act. September, 1995
55. Judge Mark Davidson Re: Cause No. 2004-03964: In regarding Asbestos Litigation, Multi District Litigation June 30, 2005
56. Pezerat H. Chrysotile Biopersistence: The Misuse of Biased Studies. *Int J Occup Environ Health*.15 (1): 102-106
57. www.hse.gov.uk/aboutus/meetings/iacs/.../watch-asbestos-annex-3. February, 2010
58. Toyokuni S. Invited Review Article, Mechanism of Asbestos-Induced Carcinogenesis. *Nagoya Journal of Medical*: 1-10, 2009
59. Toyokuni S. Iron overload as a Major Targetable Pathogenesis of Asbestos-induced Mesothelial Carcinogenesis. Review article, Nagoya University, *Nagoya Journal of Medicine*: 2013
60. Netherlands report To the Minister of Housing, Spatial Planning and Occupational Exposure. 2007
61. National Occupational Health and Safety Commission, Australia: February 1999

62. Suzuki Y. Asbestos Tissue Burden Study on Human Malignant Cells. *Industrial Health* 39: 150-160: 2001.
63. Jones JSP, et al. *Colour Atlas of Mesothelioma*. 1985
64. Relan V, et al. Phenotypes and Karyotypes of Human Cell Line of Human Malignant Mesothelioma. *PLOS 1 Prince Charles Hospital* 2013
65. King JA. *Microvascular Micro-Analysis*: 13 (Supp 2): 20-21, 2007
66. Craighead JE. *Asbestos and its Diseases*. 2008
67. Kok K, et al. Deletions of the Short Arm of Chromosome 3 in Solid Tumor and the Search for Suppressor Genes. *Ad Cancer Res*. 71: 27, 1997
68. *Environmental Health Criteria 203* Joint Sponsoring United Nations Program Environment Programme, International Labour Organization, World Health Organization, 1998
69. Dodson RT, et al. A Technical Comparison of Evaluating Asbestos Concentration by Phase-content Microscopy (PCM), Scanning Electron Microscopy (SEM) and Analytical Electron Microscopy (ATEM) as Illustrated from Data Generated by a Case Report. *Inhal Toxicol*; 20(7):723-732, 2008
70. European Commission Scientific Committee on Toxicity, Ecotoxicity, and Environment. *Asbestos 17122001(02): Risk to Human Health from Chrysotile asbestos and Organic Substitutes*. December 17, 2002
71. Kamp DW, et al. The Molecular Basis of Asbestos Inducing Lung Injury. *Thorax*: 54 638-652
72. United States the Department of Labor. *Federal Register*; 73(21)11283-11304
73. OSHA: *Asbestos-automotive Brake and Clutch Repair Work*. SHIB 07-26-27, 1976
74. World Health Organization: *Elimination of Asbestos-related Diseases*. Updated March, 2014
75. Enterline PE, et al. Asbestos and Cancer: A Cohort of Followed up to Death. *Br J Ind Med*; 44 396-401, 1987
76. Rubino GF, et al. *Asbestos (IARC Summary & Evaluation)*. Supplement 7, 1987
77. Mamo C, et al. Mortality Experience in a Historical Cohort of Chrysotile Asbestos Textile Workers. *Epidemiology Unit, Piedmont Region, Grugliasco, Turin, Italy*
78. Gaffney SH, et al. Evaluation of Potential Para-Occupational Exposure to Chrysotile during Laundry Activities through a simulation study. Presentation Number: SR-108-105; May 20, 2013

79. Barlow C. Evaluation of Potential Take Home Exposure during Laundering Activities: A Simulation Study of Airborne Chrysotile Concentrations Associated with Handling Clothing Exposed to Known Levels of Airborne Asbestos:2016
80. Goldberg M, et al. The French National Surveillance Program. *Occup Environ Med*; 63: 390-395, 2006
81. Goldberg M, et al. The Health Impact of Non-Occupational Exposure to Asbestos: What do We Know Now? *Euro J Cancer Prev*; 18(6): 489-503, 2009
82. Bianchi C, et al. Malignant Pleural Mesothelioma in Italy; *Ind J Occup Environ Med*; 13:80-83,2009
83. Chang K, et al. Malignant Mesothelioma in Hong Kong. *Resp Med*; 100:75-82, 2006
84. Hammer S, et al. Neoplasms of the Pleura, Dial and Hammar's Pulmonary Pathology Vol II; 558-617
85. Case B, et al. Heterogeneity of Exposure and Attribution of Mesothelioma: Trends and Strategies in Two American Counties. *J of Physics*; Series 151,2009
86. Wagner JC, et al. Diffuse Pleural Mesothelioma and Asbestos Exposure in the .North Western Cape Provence. *Brit J Occup Med*; 17: 260-271, 1960
87. Butnor KJ, et al. Malignant Mesothelioma and Occupational Exposure to Asbestos. *Ann Occup Hyg*; 46 Supp 1:150-153, 2002
88. Roggli VL, et al. Malignant Mesothelioma and Occupational exposure to asbestos: Clinicopathological Correlation of 1445 Cases. *Ultrastructural Pathology*; 26:55-65, 2002
89. Selikoff JS, et al. Asbestos-associated Disease in United States Shipyards. *Cancer Journal for Clinicians*; 28 No.2: 87-99, 1978.
90. Bartrip PWJ. History of Asbestos Related Disease. *Post Grad Med J*; 80:72-76, 2003
91. Ramazzini B. Diseases of Workers De Morbis Artificum of 1713; Hafner Publishing Co., 1964
92. Walsh-Healey Public Contracts Act. Safety and Health Standards, 1951
93. OSHA: Occupational Safety and Concern: Part #1926 #1926-1101
94. Louisiana DEQ: Louisiana Department of Asbestos Notification Form; Demolition and Renovation Form; Asbestos Course Notification Form
95. Report to Congress on Workers' Home Contamination Study Conducted Under the Workers' Family Protection ACT (29 U.S.C. 671a)

96. Sahmel J et al. Airborne asbestos Take-home Exposure during Handling of Chrysotile Contaminated Clothing Following Simulated Full Shift Workplace Exposures. *Journal of Exposure Science and Environmental Epidemiology*; April 29, 2015
97. Social Security Life Expectancy Calculator
98. Dumortier Petal. Asbestos Exposure during Controlled Removal of Sprayed on Asbestos; *Ann Occup Hygiene Vol 26(1)*, 2012
99. United States Maritime Commission: Minimum Requirements for Safety in Industrial Health in Contract Shipyards
100. 1943 Maritime Commission Held at Tulane Medical Center
101. Singhall B et al. Malignant Pleural and Peritoneal Mesothelioma Consequential To Brief Indirect Asbestos Exposure; *Journal of Clinical Imaging Science*; Vol 4(35), 2014
102. Bitchatchi E et al. Mesothelioma and Asbestos Is in a Young Woman Following Occupational Asbestos Exposure: Short Latency and Long Survival: Case Report; *Diagnostic Pathology 5(81): 1-4*, 2010
103. Pira E et al. First and Subsequent Asbestos Exposure In Relation to Mesothelioma and Lung Cancer Mortality; *British Journal of Cancer*: 97 1300-1304, 2007
104. Hansen H et al. Environmental Exposure to Crocidolite and Mesothelioma; *Am L Respir Crit Care Med*; 157(69): 69-75
105. Dodson R et al. Mesothelioma in an Individual Following Exposure to Crocidolite-containing Gaskets as a Teenager; *J Occup Environ Health*: 17: 190-190-194
106. Occupational Safety and Health Administration. Safety and Health Topics, Asbestos
107. Skammeritz E et al. Asbestos Exposure and Survival in Malignant Mesothelioma: A Description of 122 Consecutive Cases at an Occupational Clinic; *J Occup Med*: 2(4), 2011
108. Exposures to Commercial Asbestos and North Eastern Minnesota Iron Miners Who Developed Mesothelioma, Minnesota Department of Health, November 25, 2003
109. Asbestos General Information: Health Protection Agency: UK

110. Levin et al. Medical Examination for Asbestos-Related Diseases; Am J Industrial Med; 37(1): 6-22, 2000
111. Felton J. The Heritage of Bernadina Ramazzini; Occoup Med; 47(3): 167-179, 1997
112. Walsh-Healey Public Contracts Act 1942
113. Helsinki Criteria for Diagnosis and Attribution, 2014
114. United States Department of Labor, Mine Safety and Health Administration. Asbestos Exposure Limit/OSHA Final Rule 73(41):11283-11304, February 29, 2008
115. Sullivan P. Vermiculite, Respiratory Disease And Asbestos Exposure in the Libby, Montana: Update of a Cohort Mortality Study; Environ Health perspective's; 115 (4):579-585,2007
116. Greenberg M et al. Mesothelioma Register 1967-68; Br J Ind Med; 31: 91- 104, 1974
117. International Agency for Research on Cancer (World Health Organization) Asbestos, Volume 14, 1977
118. Favoni R et al. Pre-Clinical Studies Identified and Novel Targeted Pharmacological Strategies for Treatment of Human Malignant Pleural Mesothelioma; Br J Pharmacology; 166:532-553, 2012
119. McDonald JC et al. 60 Years on: The Price of Assembly Military Gaskets Masks in 1940; Occup Environ Med; 63:852-855, 2006
120. Dell L et al. Mortality among Workers at a Plastic's Manufacturing and Research and Development Facility: 1946-1988; Am J Ind Med: 28 (3): 373-384, 1995
121. Wagner JC et al. The Effects of Inhalation of Asbestos in Rats; Br. J. Cancer: 29:252-263, 1973
122. Gardner WC et al. Follow-Up Study of Workers Manufacturing Chrysotile Asbestos Cement Products; Br J Ind Med: 43: 726-732, 1986
123. Bianchi C et al. Asbestos Exposure in a Shipyard Area, Northeastern Italy; Industrial Health: 38:301-308, 2000
124. Peto J et al. Occupational, Domestic and Environmental Mesothelioma Risks in Britain: A Case Controlled Study; Institute of Cancer Research and London School of Hygiene and Tropical Medicine, 2009
125. Milne J et al. 32 Cases of Mesothelioma in Victoria Australia: A Retrospective Survey Related to Occupational Asbestos Exposure; Br J Occup Med: 33, 115-122, 1976

126. Pira E et al. First and Subsequent Asbestos Exposures in Relation to Mesothelioma and Lung Cancer Mortality; *Brit J of Cancer*: 97, 1300-1304, 2007
127. English JC et al. Pathology of the Pleura; *Clinics in Chest Medicine*: 27, 157-180, 2066
128. NIOSH-OSHA Asbestos Work Group, Workplace Exposure to Asbestos, Review and Recommendations, 1980 Publication No. 81-103
129. Harries PG. Asbestos Dust Concentrations in Ship Repairing: A Practical Approach to Improving Asbestos Hygiene in Naval Dockyards; *Ann Occup Hyg*: 14, 241-254, 1971
130. Safety and Health in Ship Building and Ship Repairing; Symposium Organized by the Government of Finland
131. McKinnery WN et al. Evaluation of Airborne Asbestos Fiber Levels during Removal and Instillation of Valve Gaskets and Packing; *Am Ind Hyg Assoc*: 53, 531-532, 1992
132. Millette JR et al. Releasability of Asbestos Fibers from Asbestos-Containing Gaskets; *EIA Technical Journal*: 10-15, 1995
133. Millette JR et al. A Study Determining Asbestos Fiber Release during the Removal of Valve Packing; *Appl Occup and Environ Hyg*: 8, 790-793, 1993
134. Longo WE. Fiber Release During the Removal of Asbestos-containing Gaskets: A Work Practice Simulation; *Appl Occup and Environ Hyg*: 17, 55-62, 2002
135. Battifora H. Tumors of Serous Membranes of Difficult Diagnosis: Role of Immunohistochemistry; Presented at the Spanish Society of Anatomic Pathology (SEAP)
136. Husain AN et al. Guidelines for Pathologic Diagnosis of Malignant Mesothelioma; *Arch Pathol Lab Med*: 142, 89-106, 2018
137. Butnor KJ. My approach to the Diagnosis of Mesothelioma Lesions; *J Clin Pathol*; 59, 564-574, 2009
138. Huuskonen O et al. Emphysema Findings Associated with Heavy-Exposure in the High Resolution Computer Tomography of Finnish Construction Worker's; *Journal of Occupational Health*. 46:266-271, 2004
139. Sobocinska M et al. Rounded Atelectasis of the Lung: A Pictorial review. *Pol J Radial*; 203-209, 2014
140. Grosso F et al. Asbestos Fibers Detected by Scanning Electron Microscopy in the Gallbladder of Patients with Malignant Pleural Mesothelioma (MPM). *Journal of Microscopy*; 266:1 48-54, 2017

141. Grosso F et al. Asbestos Fibers in the Gallbladder of Patients Affected by Benign Biliary Tract Diseases. *Journal of Gastroenterology and Hepatology*; 27: 860-864,2015
142. Brandi G et al. Asbestos: A Hidden Player behind the Cholangiocarcinoma Increase? Findings from a Case-Control Analysis. *Cancer Causes Control*; 24 (5): 911-918,2013
143. Roach H et al. asbestos: When Dust Settles-and Imaging of Asbestos Related Disease. *Radiographies. Special Issue*: 5167 5183, 2002
144. American Thoracic Society Documents, Official Statement. Diagnosis and Management of Nonmalignant Diseases Related to Asbestos. *American Journal of Respiratory Critical Care Medicine*: 170, 691-715, 2004
145. Wright J et al. Severe Diffuse Small Airways Abnormalities in Long Term Chrysotile Miners. *British Journal of Industrial Medicine*: 42, 556-559, 1985
146. Kun-III K et al. Imaging of Occupational Lung Disease. *Radiographies*: 21, 1371-1391, 2001
147. Morinaga K et al. Asbestos Fibre Content of Lungs with Mesotheliomas in Osaka,Japan: A Preliminary Report. *IARC Sci Publ*: 90, 438-443, 1989
148. Takahashi M et al. Imaging of Pulmonary Emphysema: A Pictorial Review. *International Journal of COPD*: 3(2), 193-204,2008
149. Ordonez, N. The Diagnostic Utility of Immunohistochemistry in Distinguishing between Epithelioid Mesotheliomas and Squamous Cell Carcinomas of the Lung:A Comparative Study. *Modern Pathology*: 19, 417-428, 2006
150. Bjork M et al. Quantitative EEG Findings in Patients with Acute, Brief Depression Combined with other Fluctuating Psychiatric Symptoms: A Controlled Study from an Acute Psychiatric Department. *BMC Psychiatry*:2008
151. Oathes D et al. Worry, Generalized Anxiety Disorder, and Emotion: Evidence from the EEG Gamma Band. *Biologic Psychology*: 79(2), 165-170, 2008
152. NIOSH Recommendations for Limiting Potential Exposure of Worker to Asbestos Associated with Vercumulite from Libby, Montana. 2003... Protective clothing, change of clothing.
153. Doll R (Brit J Ind Med, 1955):
154. Selikoff I. Cancer of the Pancreas among Asbestos Insulation Workers, American Cancer Society,1469-1473

155. Pinelli. Pleural Fluid Cytological Yield and Visceral Pleural Invasion in Patients with Epithelioid Malignant Pleural Mesothelioma, *Journal of Thoracic Oncology* 7:3 595-598, 2012
156. Su YC. Immunohistochemistry for Diagnosis of Primary and Secondary Lung Adenocarcinoma, *Kaohsiung J Med Sci* 22:1 14-19, 2006
157. Robinson BM. Malignant Pleural Mesothelioma: an epidemiological perspective, *Ann Cardiothorac Surg* 1(4): 491-496, 2012
158. Paintal A. The Diagnosis of Malignant Mesothelioma in Effusion Cytology, *Cancer Cytopathology*, 703-707, 2013
159. Franceschini MC. Mesothelin in Serum and Pleural Effusion in the Diagnosis of Malignant Pleural Mesothelioma with Non-positive Cytology, *Anticancer Research* 34: 7425-7430, 2014
160. Haber SE. Malignant Mesothelioma: A Clinical Study of 238 Cases, *Industrial Health* 49 166-172, 2011
161. Cheah HM. Malignant Pleural Fluid from Mesothelioma has Potent Biological Activities, *Asian Pacific Society of Respiriology* 22: 192-199, 2017
162. Neumann V, Malignant Pleural Mesothelioma, *Dtsch Arztebl Int* 110(18): 316-26, 2013
163. DeMay RM. Chapter 31 "Cytology of Malignant Mesothelioma" *Malignant Mesothelioma: Pathogenesis, Diagnosis, and Transitional Therapies*, 2006, 481-489
164. Ferri GM. Relationship between the Asbestos Cumulative Exposure Index and the Latency Period of Asbestos Related Diseases within an Italian Study Group of Ex-Asbestos Workers, *Occup Med Health Aff* 4:4 1000243 1-8, 2016
165. Clemmesen J. Cancer Incidence among 5686 Asbestos-Cement Workers followed from 1943-1976, *The Danish Cancer Registry* 15-23, 1980
166. Cakir E. Cytopathologic Differential Diagnosis of Malignant Mesothelioma, Adenocarcinoma, and Reactive Mesothelial Cells, *Diagnostic Cytopathology* 37:1 4-10, 2008
167. Aydin H. Loss of p16 Protein Expression as a Biomarker for Malignant Mesothelioma, *Pathology and Laboratory Medicine Institute The ClevelandClinic*
168. Favoni RE. Preclinical studies identify novel targeted pharmacological strategies for treatment of human malignant pleural mesothelioma, *British Journal of Pharmacology*, 166 532-553, 2012
169. Raffn E. Incidence of cancer and mortality among employees in the asbestos cement industry in Denmark, *British Journal of Industrial Medicine*, 46: 90-96, 1989

170. Millette JR. Report; October, 2016
171. Barry BE et al. Reaction to Rat Lungs Following Acute and Sub-chronic Exposure, *Experimental Lung Research*, 5: 1-22, 1982
172. Brody A et al. Asbestos -induced Lung Injury and Fibrosis: A Month in the Life of an Inhaled Asbestos Fiber, 213-232, 1993
173. Brody A et al. Chrysotile Asbestos Inhalation in Rats: Deposition Pattern and Reaction of Alveolar Epithelium and Pulmonary Macrophages, *An Rev Respir Dis*, 123: 670-679, 1961
174. SM Offermans et al. Occupational Asbestos Exposure and Risk of Pleural Mesothelioma, Lung Cancer and Laryngeal Cancer in the Prospective Netherlands Cohort Study, *JOEM*, 56:6-19, 2014
175. Roggli V and Brody A. Changes in Numbers and Dimensions of Chrysotile Asbestos Fibers, *Experimental Lung Research*, 7:133-147, 1984
176. Iwatsubo Y. Pleural Mesothelioma: Dose-Response Relation at Low Levels of Asbestos Exposure In A French Population-based Case Control Study. *Am. J. Epidemiology*. 1995.
177. Rodelsperger K. Asbestos and Man-Made Vitreous Fibers As Risk Factors for Diffuse Malignant Mesothelioma: Results from a German Hospital Based Case Control Study. *Am. J. Ind. Med.* 2001.
178. Lacourt A. Occupational and non-occupational attributable risk of asbestos exposure for malignant pleural mesothelioma. *Thorax*. 2014.
179. Illei P. The Use of CDKN2A Deletions as a Diagnostic Marker for Malignant Mesothelioma in Body Cavity Effusions. *Cancer*. 51-56, 2003.
180. Bianchi et al. Malignant Mesothelioma of the Pleura and Other Malignancies in the Same Patient. *Tumori*, 93: 19-22, 2007
181. Kagan E et al. Lymphoid and Plasma Cell Malignancies: Asbestos-Related Disorders of Long Latency. *American Journal of Clinical Pathology*. 80: 14-20, 1983
182. Tondini M et al. Pleural Mesothelioma Associated with Non-Hodgkin's Lymphoma. *Thorax*. 49:1269-1270, 1994
183. Kishimoto T. Cancer Due To Asbestos Exposure. *Chest*. 101: 58-63, 1992
184. Gerber M. Asbestosis and Neoplastic Disorders of the Hematopoietic System. *American Journal of Clinical Pathology*. 53:204-208, 1970
185. Kagan E. Current Perspectives and Asbestosis. *Annals of Allergy*. 54:464-474, 1985

186. Li X. Malignant (Diffuse) Mesothelioma in Patients with Hematologic Malignancies. *Archives of Pathology and Laboratory Medicine*. 139:1129-1136, 2015
187. Kindler HL et al. Treatment of Malignant Pleural Mesothelioma: American Society of Clinical Oncology Clinical Practice Guidelines. *ASCO Special Article*. 1-31: January 18, 2018
188. Langer AM et al. Asbestos in the Lungs of Persons Exposed in the USA. *Monaldi Arch Chest Dis*. 53 (2) 168-180, 1998
189. Wang X et al. Cause-specific mortality in a Chinese Chrysotile Textile Workers Cohort. *Cancer Sci*. 104 (2): 245-249, 2013
190. Fontaine J et al. Asbestos Control in Steam-Electric Generating Plants. *American Industrial Hygiene Association Journal, NIH Biohazards Safety Guide*. Feb. 1975
191. Pasqualetti P et al. Occupational Risk for Hematological Malignancies. *American Journal of Hematology*. 38:147-149, 1991
192. Battista G et al. Mortality Due To Asbestos-Related Causes among Railway Carriage construction And Repair Workers. *Occupational medicine*: 49, 536-539, 1999
193. Stayner L et al. Occupational Exposure to Chrysotile Asbestos and Cancer Risk: A Review of the Amphibole Hypothesis. *American Journal Public Health*: 86 (2), 1996
194. Bishop J et al. p40 is superior to p63 for the diagnosis of pulmonary squamous cell carcinoma. *Moderate Pathology* 25 (3): 405-415, 2011
195. Sanitary Code State of Louisiana. 150-164, 1943
196. Fry J et al. how rapidly does the excess risk of lung cancer declined following quitting smoking? A quantitative review using the negative exponential model. *Regulatory Toxicology And Pharmacology*. 67: 13-26, 2013
197. Selikoff et al. Radiological Evidence of Asbestos Disease Among Ship Repair Workers. *Amer J Indust Med*. 1: 9-22,1980
198. Haque A et al. Asbestos Bodies in Children's Lungs. *Archives Pathology, Laboratory Medicine*: 112; 514-518, 1988
199. Haque A. et al. Is There Transplacental Transfer Of Asbestos? A Study of 40 Stillborn Infants? *Pediatric Pathology and Laboratory Medicine*: 16; 877-892, 1996
200. Wagner J. Mesothelioma and Mineral Fibers. *Cancer*: 57; 1905-1911
201. Ruff K. How Canada Changed from Exporting Asbestos to Banning Asbestos: The Challenges That Had to be Overcome
202. Cheun M et al. BAP1, A Tumor Suppressor Gene Driving Malignant Mesothelioma. *Trans Lung Cancer Res* 6(63); 270-278, 2017

203. Kadota K et al. a nuclear grading system is a strong predictor of survival in epithelioid diffuse malignant pleural mesothelioma. *Modern Pathology*: 25; 200-271, 2012
204. Galateau-Salle et al. The World Health Organization Classification of Tumors of the Pleura: Advances since the 2004 Classification. *Journal of Thoracic Oncology*. *Journal of Thoracic Oncology*: 11 (2); 142-154
205. Rolland P et al. Risk of Pleural Mesothelioma: A French Population Based Case-Control Study (1998-2002). *American Journal of Industrial Medicine*: 53; 1207-1219,2010
206. Freeman M et al. Assessing Specific Causation of Mesothelioma Following Exposure to Chrysotile Asbestos-Containing Brake Dust. *International Journal of Occupational and Environmental Health*: 18 (4); 329-326,2012
207. Jarvisalo J et al. Tumor Markers and Neurologic Signs and Asbestosis Patients. *American Journal of Industrial Medicine*: 6; 159-166,1984
208. Juntunen J et al. Asbestosis, the Nervous System and Cancer. *Annals of Academy of Medicine*: 13 (2 supplement), 1984
209. Huuskonen M et al. Immunological Aspects of Asbestosis: Patients' Neurological Signs and Asbestosis Progression. *American Journal of Industrial Medicine*: 5:461-469 (1984)
210. Steven Compton, PhD. Investigation of Asbestos Fiber Release from Removal of Multilayer (TGF).
211. Hieu T et al. Cancer Risk after Medical Exposure to Radioactive Iodine in Benign Thyroid Diseases: A Meta-Analysis. *Endocrine-Related Cancer*: 19; 645- 655, 2012
212. Kitahara C et al. Association of Radioactive Iodine Treatment with Cancer Mortality in Patients with Hyperthyroidism. *Journal of American Medical Association*: 179 (8) 1034-1042, 2019
213. Kanarek M et al. Mesothelioma from Asbestos Exposure in Brake Mechanics: Epidemiology in Context. *Epidemiology*: 2-12, 2018
214. Egilman D. Fiber Types, Asbestos Potency, and Environmental Causation. *International Journal of Occupational and Environmental Health*: 15:202-228, 2009
215. Rohl N et al. Asbestos Content of Dust Encountered in Brake Maintenance and Repair. *Proceedings of Royal Society of Medicine*: 70; 32-37,1977

216. Feder et al. The Asbestos Fibre Burden in Human Lungs: New Insights into the Chrysotile Debate. *J Occupational and Environmental Lung Disease*: 49, 2017
217. Markowitz S. Asbestos-Related Lung Cancer and Malignant Mesothelioma of the Pleura: Selected Current Issues. *Semin Respir Crit Care Med*. 36: 334-34
218. 220. Egilman D et al. Deconstructing a State-of-the-Art Review of the Asbestos Brake Industry. *New Solutions*. 21 (4): 545–571, 2011
221. Markowitz S. et al. Asbestos-Related Lung Cancer and Malignant Mesothelioma of the Pleura: Selected Current Issues. *American Journal Of Respiratory Critical Care Medicine*. 188 (1): 90–96, 2013
222. United States Preventative Services Task Force Criteria For Lung Screening
223. Tammemagi E. et al. Selection Criteria for Lung Cancer Screening. *New England Journal of Medicine*
224. McCormick V et al. Estimating the Asbestos Related Lung Cancer Burden from Mesothelioma Mortality. *British Journal of cancer*. 106: 575–584, 2012
225. Roydi E et al. Cancer Incidence and Mortality in Patients Treated with RAI or Thyroidectomy for Hyperthyroidism. *J Clin Endocrinol Metab*. 100 (10): 3710–3717, 2015
226. Workplace Exposure to Asbestos Review and Recommendations. NIOSH OSHA Asbestos Work Group, 1980
227. Murray R. Asbestos: A Chronology of Its Origin and Health Effects. *British Journal of Industrial Medicine*. 47: 361–365, 1990
228. Picui D et al. Second Malignancies in Patients with Differentiated Thyroid Cancer Treated with Low and Medium Activities of Radioactive I-131. *Clujul Medical*. 89 (3): 384–389, 2016
229. Krashin E et al. Thyroid Hormones and Cancer: A Comprehensive Review of Preclinical and Clinical Studies. *Front Endocrinol*. 10 #59
230. Steinsvag K et al. Exposure to Carcinogens for Defined Job Categories in Norway's offshore petroleum industry, 1970 to 2005. *Occup Environ Med*. 64: 250–258, 2007
232. Supplementary Information to the Job Exposure Matrix for Benzene, Asbestos and Oil Mist/Oil Vapor among the Norwegian Offshore Workers. Report 1, 2012

233. Rong Y et al. Occupational Exposure to Asbestos and Cardiovascular Related Diseases: A Meta-Analysis. Preventative Medicine Reports, 2015
234. Rohl A et al. Exposure to Asbestos in the Use of Consumer Spackling, Patching and Taping Compounds. Science. 189: 551–553, 1975
235. Larson D. Use of Clay in Drilling Fields. Clays and Clay Technology.: 269–281
236. SEER Data, Mesothelioma Section 17. National Cancer Institute
237. Lynch K and Smith W. A Report of Bronchial Carcinoma and Epithelial Metaplasia. American Society for Cancer Research: 567–573, 1939
238. National Institute for Occupational Safety and Health. Malignant Mesothelioma (all sites): Top 50 Counties with Highest Age–Adjusted Death Rates (per million population), U.S. Residents Age 15 and over, 2000–2009
239. Hanna N et al. Testicular Cancer: A Reflection on 50 Years of Discovery. Journal of Clinical Oncology 32 (28): 3085–3092, 2014
240. Newhouse M et al. Mesothelioma of Pleura and Peritoneum Following Exposure to Asbestos in the London Area. British Journal of Industrial Medicine. 22: 261–269, 1965
241. Miller A Mesothelioma in Household Members of Asbestos–Exposed Workers: 32 United States Cases since 1990. American Journal of Industrial Medicine. 47: 458–462, 2005
242. Kradin R et al. Diffuse Peritoneal Mesothelioma: A Case Series of 62 Patients Including Para Occupational Exposures to Chrysotile Asbestos. American Journal of Industrial Medicine. 60: 963–967, 2017
243. Spirtas R et al. Malignant Mesothelioma: Attributable Risk of Asbestos Exposure. Occupational and Environmental Medicine. 51: 804–811, 1994
244. Longo W. Secondary Exposure from Work Clothing #1 Protocol & Summary
245. Longo W. Secondary Exposure from Work Clothing #2 Background before any Activity
246. Longo W. Secondary Exposure from Work Clothing #3 Background While Shaking Out Uncontaminated Work Clothing
247. Ashcroft T et al. Mesothelioma and Asbestos on Tyneside. Pneumoconiosis. Proceedings of the 3rd International Conference. 177-179, 1969
248. Boffeta P. Epidemiology of Peritoneal Mesothelioma: A Review. European Society for Medical Oncology. 18 (6): 985-990, 2007
249. Haber S et al. Malignant Mesothelioma: A Clinical Study of 238 Cases.

- Industrial Health. 49: 166-172, 2011
250. Sugarbaker P et al. A review of Peritoneal Mesothelioma at the Washington Cancer Institute. *Surg Oncol Clin N Am.* 12: 605-621, 2003
251. Munkholm-Larson S et al. Malignant Peritoneal Mesothelioma. *World Journal of GI Surg.* 30 (1): 38-48, 2009
252. Trupiano J et al. Diffuse Malignant Mesothelioma of the Peritoneum and Pleura, Analysis of Markers. *Modern Pathology.* 17: 476-481, 2004
253. Risberg B et al. Familial Clustering of Malignant Mesothelioma. *Cancer.* 45: 2422–2427, 1980
254. Vianna N et al. Non–Occupational Exposure to Asbestos and Malignant Mesothelioma in Females. *The Lancet.* 1978
255. Cheung M et al. BAP1, A Tumor Suppressor Gene Driving Malignant Mesothelioma. *Translational Lung Cancer Research.* 6 (3): 270–278
256. Testa J. Germline BAP1 Mutations Predisposed to Malignant Mesothelioma. *Nat Genet.* 43 (10): 1022–1025, 1–13
257. Newhouse M et al. Mesothelioma of the Pleura and Peritoneum Following Exposure to Asbestos in the London Area. *British Journal of Industrial Medicine.* 22 (4): 261–269, 1965
258. Oury S et al. Asbestos Content of Lung Tissue with Patients with Malignant Peritoneal Mesothelioma: A Study of 40 Cases. *Biology:* 235, 1997
259. Xu R et al. Association between Mesothelioma and Non–Occupational Asbestos Exposure: A Systematic Review and Meta-Analysis. *Environmental Health.* 2018
260. Kilburn K et al. Asbestos Disease in Family Contacts of Shipyard Workers. *American Journal of Public Health.* 75 (6): 615–607, 1985
261. National Vital Statistics Report United States Life Table. 71 (1), 2020
262. Chung A et al. Conjunctival Metastasis from Pleural Mesothelioma. *Ocular Oncology and Pathology:* 1, 19–23, 2015
263. Betti M et al. Sensitivity to Asbestos Increased in Patients with Mesothelioma and Pathogenic Germline Variations and BAP 1 or other DNA Repair Genes. *Genes Chromosomes Cancer.* 57: 573–583, 2018
264. Fedak K et al. Applying the Bradford Health Criteria and the 21st Century: How data integration has changed causal inference In Molecular Epidemiology. *Emerging Themes Epidemiology.* 12 (14), 2015

265. Klebe K et al. Asbestos, Smoking and Lung Cancer: An Update. *International Journal of Environmental Research and Public Health*. 258 (17), 2019
266. Yano E et al. *American Journal of Epidemiology*. Cancer Mortality among Workers Exposed the Amphibole-Free Chrysotile Asbestos. 154 (6), 2001
267. Marsili D. et al. Commentary: International Scientific Cooperation on the Asbestos-Related Disease Prevention in Latin America: 247–250, 2014
268. World Health Organization. *Chrysotile Asbestos*, 2014
269. Wang X. et al. Cancer Mortality in Chinese Chrysotile Asbestos: Exposure–Response Relationships. *PLOS*. 8 (8), 2013
270. Reid A et al. The Effect of Asbestosis, Lung Cancer Risk beyond the Dose–Related Effect of Asbestosis. *Occupational and Environmental Medicine*. 62: 885–889, 2005
271. *Inspectapedia: Master List of Asbestos Products*
272. Millette, JR et al. Microscopical Analyses of Asbestos-Containing Fibrous Adhesive. *The Microscope*. 68:2, 71-79 2020.
273. *Guidance for Preventing Asbestos Disease among Auto Mechanics*. United States Environmental Protection Agency. June 1986.
274. Hicskish, DE. Exposure to Asbestos during the Servicing of Brakes of Passenger Cars. July 1968. 273.
275. Kauppinen, T. Exposure to Asbestos During Brake Maintenance of Automotive Vehicles by Different Methods. *Am. Ind. Hyg. Assoc*. 48(5):499-504, 1987.
276. Lemen, RA. Asbestos in Brakes: Exposure and Risk of Disease. *American Journal of Industrial Medicine*. 45:229-237, 2004.
277. Lorimer, WV et al. Asbestos Exposure of Brake Repair Works in the United States. *The Mount Sinai Journal of Medicine*. 1976
278. Rodelsperger K et al. Asbestos Dust Exposure During Brake Repair. *American Journal of Industrial Medicine*. 10:63-72, 1986.
279. Rohl AN et al. Asbestos Exposure During Brake Lining Maintenance and Repair. *Environmental Research*, 12:110-128, 1976.
280. Proctor R. The history Of the Discovery of Cigarette–Lung Cancer Link: Evidentiary, Traditions, Corporate Denial, Global Toll. *Tobacco Control*. 21: 87–91, 2012

281. Doll R. Hill A.B. Smoking and Carcinoma of the Lung. *British Medical Journal*, 1950
282. Doll R. Hill A. B. Mortality of Doctors in Relation to the Smoking Habits. *British Medical Journal*, 1954
283. Gardner M et al. The Doctor's Choice Is America's Choice. *American Journal Public of Health*. 96: 222–232, 2006
284. Cummings K et al. Failed Promises of the Cigarette Industry and Its Effect on Consumer Misperceptions about the Health Risks of Smoking. *Tobacco Control*. 11 (supplement 1): 110–117, 2002
285. Rosen L et al. Nuclear Grade and Necrosis Predict Prognosis in Malignant Epithelioid Pleural Mesothelioma: A Multi-Institutional Study. *Modern Pathology*. 31 (5): 98–606, 2018
286. White C. Research on Smoking and Lung Cancer: A Landmark in the History of Chronic Disease Epidemiology. *Yale Journal of Biology and Medicine*. 63: 29–46, 1990
287. El-Toukhy S et al. Magazine Hyped: Trends and Tobacco Advertising and Readership Characteristics, 2010–2014. *Prev Medicine*. 91: 132–137, 2016
288. Benowitz N. Nicotine Addiction. *New England Journal of Medicine*. 362 (24): 2295–2303, 2010
289. Watkins S et al. Neural Mechanisms Underlying Nicotine Addiction: Acute Positive Reinforcement and Withdrawal, Review Article. *Nicotine and Tobacco Research*. 2: 19–37, 2000
290. Stratton K et al. *Clearing the Smoke: Assessing the Science Base for Tobacco Harm Reduction*: 656 pages, 2001
291. Hemeon W. *Plant and Processed Ventilation*. The Industrial Press. 1995
292. Rai K et al. Comprehensive Review of BAP1 Tumor Predisposition Syndrome with Report of Two New Cases. *Clinical Genetics*. 89 (3): 285–294, 2017
293. Joyce C et al. *Tumor-Suppressor Genes*, 2020
294. DeVita V et al. *Cancer Principles and Practice of Oncology*, 8th Addition, Volume 1, Part 1: 3–52
295. Straif. *Update of the Scientific Evidence on Asbestos and Cancer*. International Association for Research on Cancer World Health Organization, 2011

296. Wang X et al. Cancer Mortality in Chinese Chrysotile Asbestos Miners: Exposure–Response Relationships. PLOS 1. 8 (8), 2013
297. Asbestos, All Forms. ACGIH. 2001
298. Environmental Protection Agency. Airborne asbestos health assessment update. EPA/600/8-84/003F. June 1986.
299. National Toxicology Program. Report on Carcinogens, 11th ed. U.S. Department of Health and Human Services. Public Health Service. 2005
300. World Trade Organization. European Communities – Measures Affecting Asbestos and Asbestos-containing products. WT/DS135/R 2000.
301. Malignant Mesothelioma. American Cancer Society, 2006. 10-19-2006.
302. National Cancer Institute - Factsheet - Asbestos: Questions and Answers. Bethesda, MD: National Institutes of Health. 2003
303. Smith AH, et al. Chrysotile asbestos is the main cause of pleural mesothelioma. AM J. Ind. Med. 1996;30:252-66
304. Cullen MR. Chrysotile asbestos: enough is enough. Lancet. 1998; 351(9113):1377-1378.
305. Landrigan PJ et al. The Hazards of Chrysotile Asbestos: A Critical Review. Ind. Health. 1999; 37:271-280.
306. Suzuki Y, et al. Asbestos Fibers Contributing to the Induction of Human Malignant Mesothelioma. Ann NY Acad Sci. 2002; 982:160-176.
307. Landrigan PJ. Asbestos – Still a Carcinogen. N Engl J Med. 1998; 338:1618-1619.
308. Egilman D, et al. Exposing the “Myth” of ABC, “Anything but Chrysotile”: A Critique of the Canadian Asbestos Mining Industry and McGill University Chrysotile Studies. Am J. Ind. Med. 2003.
309. Egilman, et al. Abuse of Epidemiology: Automobile Manufacturers Manufacture a Defense to Asbestos Liability. Int J Occup Environ Health. 11:360-371, 2005.
310. Anderson H et al. Asbestosis among Household Contacts of Asbestos Factory Workers. Annals New York Academy of Sciences Environmental, Asbestos Disease, Part III. 271: 388–399, 1976
311. Millette J et al. Microscopy in the Investigation of Asbestos–Containing Friction Products. The Microscope. 68 (3/4): 111–131, 2020
312. Marinaccio M et al. The Epidemiology of Malignant Mesothelioma In Women: Gender Differences in Modalities of Asbestos Exposure. Occup Environ Med. 75: 254–262, 2018

313. Abu-Hijleh M et al. The Role of the Diaphragm in Lymphatic Absorption from the Peritoneal Cavity. *Journal of anatomy*. 186: 453–467, 1995
314. Kwek J. Spectrum of Imaging Findings in the Abdomen after Radiotherapy. *American Roentgen Society*. 187: 1204–1211, 2006
315. National Cancer Institute Radiation Therapy Side Effects, 2022
316. Radiation Colitis from Libre Pathology
317. Radiation Changes from Libre Pathology
318. Haboubi N. Pathology in Pathogenesis of Radiation Bowel Disease: Histopathological Appraisal in the Clinical Setting. *European Medical Journal of Gastroenterology*. 7 (1): 113–119, 2018
319. Bray F et al. Acute and Chronic Cutaneous Reactions to Ionizing Radiation Therapy. *Dermatol Ther*. 6: 185–206, 2016
320. Wei J et al. Radiation–Induced Skin Reactions: Mechanism and Treatment
321. Tolman W et al. Safety Methods for Preventing Occupational and Other Accidents and Disease: Industrial Poisons, Harper & Brothers Publishers 1913
322. Federal Register, Vol. 76, No. 120. June 22, 2011.
323. Federal Register, Vol. 75, No. 218. November 12, 2010.
324. Cummings K et al. Are smokers adequately informed about the health risks of smoking and medicinal nicotine? *Nicotine & Tobacco Research*. Volume 6, Supplement 3. December 2004.
325. Hammond D et al. Effectiveness of cigarette warning labels in informing smokers about the risks of smoking: findings from the International Tobacco Control (ITC) Four Country Survey. *Tobacco Control*. 2006.
326. Ghasemiesfe, M et al. Association between the Marijuana Use and Risk of Cancer a Systematic Review and Meta-Analysis. *JAMA Network Open*. 2 (11): 1–15, 2019
327. Hill K. Medical Marijuana for Treatment of Chronic Pain and Other Medical and Psychiatric Problems. *JAMA*. 313 (24): 2474–2483, 2015
328. Centers for Disease Control and Prevention. Marijuana and Public Health. 2020
329. Gurney J et al. Cannabis Exposure and Risk of Testicular Cancer: A Systemic Review and Meta-Analysis. *BMC Cancer*. 15: 1–10, 2015
330. Whiting P et al. Cannabinoids for Medical Use a Systemic Review and Meta-Analysis. *JAMA*. 313 (24): 2456–2473, 2016

331. Curigliano G et al. Managing Cancer Patients during the Covid 19 Pandemic: An ESMO Multidisciplinary Expert Consensus. 31 (10): 1320–1335, 2020
332. Marijuana and Public Health, 2020
333. Cannabis (Marijuana) Research Report Marijuana Effect on Lung Health. National Institute of Health, National Institute of Drug Abuse. 40 (12): 1–39, 2020
334. Brest P et al. Covid 19 Vaccination and Cancer Immunotherapy: Should They Stick Together. British Journal of Cancer. 126: 1–3, 2021
335. Spigel D et al. 5 Year Survival Outcomes From the Pacific Trial Durvalumab after Chemoradiotherapy Stage III Non-Small Cell Lung Cancer. Journal of Clinical Oncology. 40 (12): 1–24, 2022
336. Joshi M et al. Marijuana and Lung Diseases. Review Current Opinion Pulmonary Medicine. 20: 1–7, 2014
337. Lenters V et al. A Meta-analysis of Asbestos in Lung Cancer: Is Better Quality Exposure Assessment Associated with Steeper Slopes of Exposure–Response Relationships? Environmental Health Perspectives. 119: 1547–1555, 2011
338. Wennberg J et al. Use of hospitals, physician visits, and hospice care during last six months of life among cohorts loyal to highly respected hospitals in the United States. British Medical Journal. Volume 328. March 13, 2014.
339. Langton J et al. Health service use and costs in the last 6 months of life in elderly decedents with a history of cancer: a comprehensive analysis from a health payer perspective. British Journal of Cancer. 114:1293-1302. 2016.
340. Yates P et al. Supportive and palliative care for lung cancer patients. J. Thorac Dis. 2013; 5(S5):S623-S628.
341. Simmons C et al. Clinical Management of Pain in Advanced Lung Cancer. Clinical Medical Insights: Oncology.2012; 6:331-346.

Statement of Compensation for Stephen T. Kraus, M.D.

Hourly rate of compensation for expert witness testimony:

\$750 per hour

Medical Evaluation of Frank Ragusa, Jr.

Date of evaluation: October 21, 2021

Date of birth: [REDACTED] 1953

Name of wife: Maxine "Becky" Ragusa

Names of children: Valerie and Stephanie

Medical history:

Pertinent work history of father: He was a salesman.

Pertinent work history of mother: She was a housewife.

Weight: May 4, 2021 his weight was 174 pounds. He is current weight is 155 pounds.

Pain: 8/10. He has a feeling of pressure in his right chest that sometimes is a sharp and stabbing pain. This pain radiates from the right anterior chest to the scapula. "I have the pain just about all of the time. I hurt right now as we talk. I cannot get in a comfortable position. It is constant, constant pain."

Eyes: Mr. Ragusa wears glasses. He has no cataracts, glaucoma or dry eyes.

Hearing: Mr. Ragusa has tinnitus secondary to chemotherapy.

Chest: Mr. Ragusa has a history of mesothelioma. He is scheduled for a right-sided thoracentesis tomorrow. He has a dry hacking cough. "Every time I talk, I seem to cough." He has shortness of breath at rest. He has dyspnea upon exertion. He has to walk in a deliberate fashion due to the dyspnea upon exertion. Mr. Ragusa tells me that his symptoms started in January 2021. He noted shortness of breath at rest and dyspnea upon exertion at that time. When he tried to exercise he could not breathe. "It all went downhill from there."

GI: "I have problems swallowing. It seems that food just sticks in my throat. Also, I have a sore throat now due to the chemotherapy. I have severe nausea and vomiting about a week after chemotherapy." I gave him some ice cream. He had some difficulty swallowing the ice cream. Also, he and his wife have noted that

he has no appetite. "I do not have any taste with most foods. Other times, food tastes bitter and I cannot eat it."

Musculoskeletal: Mr. Ragusa has a decrease of 75-80% and muscle strength since April of this year. "I know I am not the man I was".

Psychiatric: Mr. Ragusa has depression that he grades as 5/10. He tells me that he is depressed at present "just sitting here in talking about the mesothelioma". He is aware that this is a terminal malignancy. (His wife interjected that she believes his depression is a 7-8/10. Both he and his wife enjoyed traveling. In 2020 they went to Disney World, St. Thomas, Tennessee and South Dakota. He cannot travel anymore secondary to his malignant mesothelioma.

January 2021: As noted above, Mr. Ragusa reported his symptoms of shortness of breath and dyspnea upon exertion started in January 2021. He tried to exercise, but could not breathe. "It all went downhill from there."

March 2021: He told me that his shortness of breath progressed.

May 4, 2021: He saw Lilibeth Rochon, MD at West Jefferson Medical Center. Shortness of breath and dyspnea upon exertion as well as chest tightness were worse. Chest x-ray revealed right-sided large pleural effusion.

May 12, 2021: A CT scan of the chest was done. I have reviewed the CT scan. There is a large right pleural effusion and pleural thickening that is most prominent at the right base. The pleural thickening is nodular. It extends to the mediastinal pleural surface in the superior mediastinum. A small subpleural nodule is noted in the right upper lobe of the lung. Calcified pleural plaques are present in the lower medial right upper lobe. There is a mediastinal and tracheal/esophageal shift to the left with compressive atelectasis of the right middle lobe bronchus. Obliteration of right lower lobe noted from the pleural effusion. Round atelectasis is appreciated in the right lung.

May 14, 2021: A thoracentesis removed 1500 cc. The pathology of the pleural fluid was negative.

May 26, 2021: A CT scan reveals right pleural effusion that is most significant in the right lung base and extends to the right upper lobe area as well as the right

visceral pleura. Thickened pleural nodularity is noted that extends to the right posterior costophrenic angle. I have reviewed this CT scan.

May 31, 2021: Right chest pain, shortness of breath and coughing continued. 1000 cc of fluid was removed via thoracentesis. Previous thoracenteses were done on May 14, 2021 (1500 cc), and again on May 31, 2021 (1000 cc).

June 3, 2021: CT scan guided biopsy of the right pleural mass was accomplished.

June 4 2021: The biopsy was positive for CK 7, p 40, CK 5/6, Calretinin, WT 1, and D 2-40, resulting in a diagnosis of epithelioid mesothelioma. Pathology was signed out by Michael LeRoy, MD.

June 9, 2021: Mr. Ragusa was evaluated by James Ellis, MD. He had chest discomfort. On examination breath sounds were diminished in the right hemithorax and completely absent at the right base. Because Mr. Ragusa was fairly healthy, Dr. Ellis felt that he was a good candidate for aggressive treatment. Dr. Ellis communicated with Dr. Ripley at Baylor. Dr. Ellis described Mr. Ragusa had asbestos exposure during his career.

June 10, 2021: Dr. Ellis consulted with Dr. Ripley at Baylor.

June 11, 2021: 2300 cc of right chest pleural fluid was removed via thoracentesis.

June 16, 2021: Dr. Ellis recommended a combination of pemetrexed and cisplatin every 3 weeks.

June 23, 2021: Mr. Ragusa was evaluated by Robert Ripley, MD. Neoadjuvant versus adjuvant chemotherapy was discussed with Mr. Ragusa. It was recommended that he receive surgery followed by chemotherapy. Recommendation was for chemotherapy including a platinum based chemotherapy, pemetrexed chemotherapy and Avastin followed by surgery. He had right lateral and posterior chest wall discomfort. He noted that he has been on a decline in his performance status secondary to shortness of breath and dyspnea upon exertion. Mr. Ragusa quit smoking on April 19, 1984 (37.2 years since quitting smoking.) He was described as being sexually active. Weight was 166 pounds. (8 pound weight loss since May 4, 2021.) He was short of breath on exertion and had right chest wall discomfort.

June 29, 2021: Mr. Ragusa was seen at St. Luke's Medical Center. He had discomfort in his right lateral and posterior chest wall and noted a decline in his overall performance status secondary to dyspnea upon exertion.

20. July 1, 2021: Mr. Ragusa underwent a mediastinoscopy and right thoracentesis as well as a diagnostic laparoscopy with washings at Baylor College of Medicine. 2 L of fluid was removed via thoracentesis. (Since May 14, 2021 the total amount of fluid removed was 7800 cc.) Bronchoscopy demonstrated that airways were patent and normal. Left paratracheal lymph node revealed metastasis. Subsequent immunohistochemistry was positive for Calretinin, WT1 and D2-40. The peritoneal soft tissue biopsies revealed no evidence of malignancy. The peritoneal washings were negative. Final diagnosis was a right-sided pleural malignant mesothelioma with nodal metastasis.

21. October 14, 2021: A PET CT scan was undertaken. Dramatic regression of the right mesothelioma, with residual pleural thickening and residual extension into the mediastinum was noted. There were several residual lobular and nodular foci of the pleural thickening, posteriorly that demonstrated hypermetabolic activity. The right pleural effusion is present but diminished in size. An increase in compressive atelectasis of the right lower lobe was noted. There was hypermetabolic activity along the visceral pleural surface along the right aspect of the mediastinum.

Work history as described by Mr. Ragusa

Mr. Ragusa tells me that he worked at Avondale Shipyards in 1972 and from 1975–1979 and again for a contractor. He also worked “up and down the river” at various industrial facilities. He worked as a crane operator.

Mr. Ragusa was exposed to asbestos cloth, gaskets (he identified Garlock 900) and packing. He identified turbines as being General Electric and Westinghouse. He identified Foster Wheeler and Riley Stoker boilers. He identified Hopeman Brothers employees who were cutting and fitting asbestos boards at Avondale. He identified insulating material being supplied by Taylor Seidenbach and Eagle.

During the workday “there were fibers flying everywhere. It got on my clothes and stayed on my clothes.

He worked around boiler workers, turbine workers, pipefitters, insulators, laborers, Hopeman Brothers workers who applied asbestos boards, and other crafts.

Mr. Ragusa tells me that there were no asbestos precautions. There were no warning signs on equipment or in the occupational workspace, there was no exhaust or dilution ventilation, there was no separation of or segregation of the asbestos workers, and there was no locker room with shower facilities.



Curriculum Vitae

Stephen Terry Kraus

Oncology Consulting Services, L.L.C.

111 Veterans Blvd. Ste. 403

Metairie, Louisiana 70005

Personal Data Date of Birth: [REDACTED], 1944
Place of Birth: Cincinnati, Ohio
Spouse: Sally Gaden Kraus
Children: Douglas and Amelia Kraus
Home Address: 3109 Desoto Street
New Orleans, Louisiana 70119
(504) 717-3237
Terrykrausmd@gmail.com

1971-1973 Military Service: United States Navy
Rank: Lieutenant, Honorable Discharge

Licenses Held

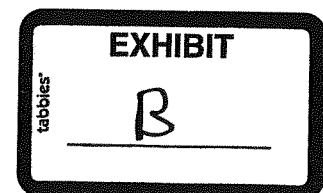
1976 – Active Board Certification: American Board of Radiology
Therapeutic Radiology

Louisiana # MD.0534474 (1982-present)

Education

1973-1976 Residency
Shands Teaching Hospital
Department of Radiation Oncology
1600 SW Archer Road
Gainesville, FL. 45219

1970-1971 Internship
The Christ Hospital
2319 Auburn Ave.



Cincinnati, Ohio 45219

1966-1970 Medical School
Doctor of Medicine
University of Cincinnati
2600 Clifton Ave.
Cincinnati, Ohio

Appointments/Academic Experience

2010- Jan. 2014 Medical Director, Retired February 14, 2015
Dept. Radiation Oncology
Tulane Cancer Center

Jan.2014-April 2014 Retired

Apr.2014-Nov.2015 Staff Physician
Dept. Radiation Oncology
Tulane Cancer Center

2011-2015 Consulting Staff Physician
LSU Health System, New Orleans, La.

2008-2009 Consulting Staff Physician
Colquitt Regional Hospital, Moultrie, Ga.

2007-2009 Consulting Staff Physician
Crisp Regional Hospital, Cordele, Ga.

2003-2010 Staff Physician, Department of Radiation Oncology
Phoebe Putney Memorial Hospital, Albany, Ga.

2003-2009 Staff Physician
HCA Palmyra Hospital, Albany, Ga.

1992-2003 Consulting Staff Physician
St. Charles Hospital, Luling, La.

1990-2003 Consulting Staff Physician
Thibodeaux Regional Medical Center, Thibodeaux, La.

1982-2003 Staff Physician
West Jefferson Medical Center
Medical Director, Department Radiation Oncology, Marrero, La.

1976–1982 Staff Physician
Divine Providence Hospital, Williamsport, Pa.
Medical Director, Cancer Treatment Center

2015-Present Oncology Consulting Services, LLC

2012–2015 Sub-investigator: Algeta: A Study of Alpharadin in Castration–Resistant
(Hormone Refractory) Prostate Cancer Patients with Bone Metastasis Protocol #Bay 88–80
222/15995

2012-2015 Sub-Investigator: Algeta: A Study in Alpharadin in Men with Bone Metastasis
from Prostate Cancer. Protocol #Bay 09–00295

April 2014–2015 Sub-investigator: A Retreatment Safety Study of Radium 223 Dichloride
in Subject’s with Castration–Resistant Prostate Cancer with Bone Metastasis Who Received an
Initial Course of 6 Doses of Radium 223 Dichloride 50 KBq/K Every 4 Weeks. Protocol #Bay
16506

April 2014–2015 Sub-investigator: A Randomized Open–Label Phase IIa Study Evaluating
the Efficacy and Safety of Radium 223 Dichloride in Subjects with Castration–Resistant Prostate
Cancer with Bone Metastasis Who Received an Initial Course of 6 Doses of Radium–223
Dichloride 50 KBq/Kilogram Every 4 Weeks. Protocol #Bay 16506

April 2014–2015 Sub-Investigator: A Phase 3 Randomized, Double-Blind, Placebo
Controlled Trial of Radium 223 Dichloride in Combination with Abiraterone Acetate and
Prednisone/Prednisolone in the Treatment of Asymptomatic or Mildly Symptomatic
Chemotherapy–Naïve Subjects with Bone Predominate Metastatic Castration–Resistant Prostate
Cancer (CRPC) Protocol #Bay 15396

April 2014–2015 Participant: A Phase 3 Trial of Accelerated Whole Breast Radiation with Hypo-Fractionation plus Contrast Current Boost versus Standard Whole Breast Radiation Plus Sequential Boost for Early Stage Breast Cancer. RTOG 1005

April 2014 –2015 Participant: A Randomized Phase 3 Trial of Cisplatin and Tumor Volume Directed Volume Directed Radiation Followed by Carboplatin and Paclitaxel Versus Carboplatin and Paclitaxel for Optimally Debulked, Advanced Endometrial Carcinoma. GOG O258

April 2014–2015 Participant: A Phase 3 Trial of Adjuvant Chemotherapy Following Chemoradiation As Primary Treatment for Locally Advanced Cervical Cancer Compared to Chemoradiation Alone. GOG O274

April 2014–2015 Participant: A Phase 3 Clinical Trial Comparing Trastuzumab Given, Currently with Radiation Therapy and Radiation Therapy Alone for Women with Her 2 Positive Ductal Carcinoma In-Situ Resected by Lumpectomy. NSABP B–43

April 2014–2015 Participant: A Phase 3 Trial Evaluating Both Locked-In Abdomen and Chemoradiation as Adjuvant Treatment for Patients with Resected Head of Pancreas Adenocarcinoma. RTOG 0848

April 2014–2015 Participant: A Phase 3 Study of Postoperative Radiation Therapy (IMRT) +/- Cetuximab for Locally–Advanced Resected Head and Neck Cancer. RTOG 0920

April 20014–P2015 Participant: A Phase 3 Comparison of Thoracic Radiotherapy Regimens in Patients with Limited Small Cell Lung Cancer Also Receiving Cisplatin and Etoposide. CALGB 30610/RTOG 0538

2010–2015 Participant: Randomized Phase II Study Comparing Prophylactic Cranial Irradiation Alone to Prophylactic Cranial Irradiation and Consolidative Extracranial Irradiation for Extensive Disease Small Cell Lung Cancer. RTOG 0937

2010–2015 Participant: A Phase 3 Trial of Short-Term Androgen Deprivation with Pelvic Node or Prostate Bed Only Radiation (SPPORT) and Prostate Cancer Patients with a Rising PSA after Radical Prostatectomy. RTOG 0534

Memberships

2012–Present	Executive Leadership Council of the American Cancer Society
2010–2015	Investigator via Group Membership, Tulane Office of Clinical Research Studies
	National Cancer Institute, Participant of Clinical Research Studies
	National Adjuvant Breast and Bowel Project (NASBP)
	Radiation Therapy Oncology Group (RTOG)
	Gynecology Oncology Group (GOG)
	Southwestern Oncology Group (SWOG)
2011–2015	Greater New Orleans Coalition on Cancer Health Care Disparities
2011–2013	Tulane Cancer Center Strategic Advisory Committee
2010–2015	Co-moderator/participant: Tulane Head and Neck Cancer Disposition
2010–2015	Co-moderator/participant: Tulane Cancer Conference
2010–2015	Participant: Veterans Administration Hospital of New Orleans Cancer Conference
2010–2015	Participant: Breast Cancer Conference, Tulane Cancer Center
2011–2015	Participant: Lung Cancer Conference, Tulane Cancer Center
2014–2015 Cancer Center	Co-Moderator/Participant: GI/Pancreas Cancer Conference, Tulane
2014–2015	Participant: Urology Cancer Conference, Tulane Cancer Center

2014–2015	Participant: Thyroid Cancer Conference/Endocrine Conference, Tulane Cancer Center
2004–2009	Member: Executive Leadership Council in Southwest Georgia
1990–2002	Member: Greater New Orleans Emergency Preparedness and Anti-Terrorism Committee
1980–1982	Founder and Board of Director of the PSRO Williamsport, Pa.
1978–Present	Member: American Society of Clinical Oncology
1978–1982	Board of Directors, Lycoming County Medical Society, Williamsport, Pa.
1982–2002	Member: Master Planning Steering Committee West Jefferson Medical Center
1976–Present	Member: American Society of Radiation Oncology

Invited Appointments/Honors

2013	Honoree, New Orleans Hope Ball
2013	Lecture to Public, “The Role of Radiation Therapy in the Management of Prostate Cancer”
2012	Development of Physician Council for American Cancer Society
2011–2014	Quality Control Coordinator for Tulane Cancer Registry
2010	Honoree, Physician of the Year Albany, Ga.
2010	Honoree, Civil Rights Movement for Voter Registration
2009	Honoree, Georgia Cancer Coalition for “Dedication and Commitment to Community Health”
2004–2009	Moderator: Tumor Board Phoebe Putney Memorial Hospital, Albany, GA
2003–2009	Chairman: Cancer Committee Phoebe Putney Memorial Hospital, Albany, GA
1978–2009	Chairman: Ethics Committee, West Jefferson Medical Center, Marrero, LA
1978–2003	Moderator: Tumor Board, West Jefferson Medical Center, Marrero, LA

Lecturer/Teaching

- 2012–2013 LSU College of Medicine: “Cancer Cell Death: The Strategies of Treatment with Surgery, Chemotherapy and Radiation.” Presentation to first and second year students.
- 2011–2014 LSU College of Medicine: Presentations in radiobiology and pertinent medical radiation oncology literature for board preparation to Gynecology residents and fellows in Medical Oncology.
- 2010–2015 Tulane College of Medicine: Presentations in radiobiology and pertinent radiation oncology literature for board preparation to ENT residents.
- 2010–2015 Tulane College of Medicine: Presentations in radiobiology and pertinent radiation oncology literature for board preparation to Medical Oncology Fellows.
- 2010–2015 Tulane College of Medicine: Radiology resident electives in the Department of Radiation Oncology.
- 2010–2015 Tulane College of Medicine: Student electives in the Department of Radiation Oncology.
- 2010–2015 Tulane College of Medicine: Lecture to medical students regarding radiation oncology as a career.
- 2010–2015 Tulane College of Medicine: Lecture to Medical Students on “What to Do and What Not to Do When Interviewing for Residency or How to Look Smarter than You Actually Are”.
- 2016 Patient Outcomes Research Incentives, Louisiana Public Health Institute

Presentations

- 2012 Cox Connections for the American Cancer Society and research protocols: “A 30 Year Follow-Up of Participants to Determine High Risk Group Spine Genetics and Family Predispositions”
- 2012 Greater St. Stephens Full Gospel Baptist Church: “Physical Health Goes Hand-in-hand with Spiritual Health”
- 2102 Greater St. Stephens Full Gospel Baptist Church: “St. Luke and the Good Samaritan: Mammograms and PSA’s: Part of God’s Path is your health. Don’t Just Pass It By”
- 2011 Presentation to Prostate Cancer.Net: Treatment of Metastases in Cancer of the Prostate”
- 2011 Presentation to the Church of Light: “Your Body Is Your Temple, Take Care of It”

2011 Speaker, NAACP Health Care Summit "Let it Rise"

2016 Patient Centered Outcomes Research Incentives

Publications

Kelly AG, Rosas-Urbe, Kraus ST. Orbital lymphomas and pseudolymphomas: a clinicopathologic study of eleven cases. *Am J Clin Pathol.*1977 Sep;68(3):377-86

Bourgeois III, DJ, Kraus S, Maaloaf BN, Sartor O. Radiation for Bone Metastases. *Current Opinion in Supportive Care and Palliative Care.* 2011; 5:227-232

Stephen T. Kraus, M.D. Case List

* Olivia Bailey, et al. v. Exxon Mobil, et al. 24th Judicial District Court for the Parish of Jefferson, State of Louisiana

* Rudy Walker and Joan Walker v. Avondale Industries, Inc., Civil District Court for the Parish of Orleans, State of Louisiana, Division B, #2003-3384

* Sherry Waters v. Dept. of Social Services, et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division J, #01-17775

* Maurice Joseph Becnel v. American Motors Insurance, Civil District Court for the Parish of Orleans, State of Louisiana, Division F, #2012-6846

* Logan Lefort v. American Motors Insurance, Civil District Court for the Parish of Orleans, State of Louisiana, Division M, #2012-7516

* Rudolph Nunez v. One Beacon American Insurance Company, et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division C, #2013-5109

* Clemcy A. Legendre v. Travelers Indemnity Co., et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division I, # 2013-4245

* Jacqueline Carron Lowe v. Marathon Oil Co., et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division M, #2012-05730

* Roy Trepagnier v. One Beacon American Insurance Co., et al. Parish of Orleans, State of Louisiana, Division G, # 2013-4344

* Karen Kaltenbach Usry, Widow of Timothy Ivan Usry v. Baha Towers Limited Partnership In Commendam, et al., Civil District Court for the Parish of Orleans, State of Louisiana, Division D, # 2006-00859

* Michael J. Comardelle vs. Pennsylvania General Insurance Company, Et Al. United States District Court Eastern District of Louisiana, Section "I" (5), Civil Action No. 2:13-CV-0655

* Beatrice Pollock Damond and Leslie Dean Sam versus Northrup Gruman Shipbuilding, Inc. and Kass Bros., Inc. Civil District Court for the Parish of New Orleans, State of Louisiana, Division A, #10-7791

* Mary Jane Wilde vs. Huntington Ingalls Incorporated, Et Al. Civil District Court for the Parish of New Orleans, State of Louisiana, Section "8", Division N, #2014-6485

* Jerry L. Rodrigue vs. Todd Shipyards Corporation, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division L, #14-5875

* John Calvin Humphries vs. Onebeacon Insurance Company, et al. United States District Court, Eastern District of Louisiana, Division I, Civil Action #2:13-CV-05426

* Sally Gros Vedros, et al., versus Northrup Grumman Shipbuilding Inc. et al. United States Disteict Court, Eastern District of Louisiana, Civil Action #2:11-CV-00220

* Agnes Richard Landry, et al. versus Columbia Casualty Company et al. United States District Court, Eastern District of Louisiana, Section H, Civil Action #2:14-CV-00220

* Joseph B. Savoie Jr., versus Pennsylvania General Insurance Company, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division G/11, #2014-08285

* Nell Tregre, versus Pennsylvania General Insurance Company, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division N/8, #2015-4474

* Sharon Carter et al. versus Lammico et al. Judicial District Court of Jefferson, State of Louisiana, Division N, #723901

* Judy Hopkins Duplantis; Darren A. Duplantis; David A. Duplantis; and Seth S Duplantis versus Pennsylvania General Insurance Company. Civil District Court for the Parish of Orleans, State of Louisiana, Division "N", #2015-04569

* Jesse Frank Sheppard, et al. versus Liberty Mutual Insurance Company, et al. United States District Court, Eastern District of Louisiana, Case #2-16-ev-02401

* Frank Michel, Jr., versus Pennsylvania General Insurance Company, et al, Civil District Court of the Parish for the Parish of New Orleans, State of Louisiana, Division F, #2016-2651

* Ronald Raymond St. Pierre versus Continental Insurance Company, et al. CDC for the Parish of Orleans, State of Louisiana, Division M, #2013-631

* William Bell versus Foster Wheeler Energy Corp, et al. United District Court, Eastern District of Louisiana, 2:15-cv-6394

* Helena Patricia Kelley, et al. versus Entergy Louisiana, LLC et al. Civil District Court, Division M, #2013-2493

* Geraldine T. Hedges, versus Pennsylvania General Insurance Company, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division M, #2016-8284

* Orelie Dugreis, III versus Pennsylvania Insurance Company, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division A, #2016-04952

* Melvin D. Benoit, et al. versus Intercoastal Tubular Services et al, Civil District Court for the Parish of New Orleans, State of Louisiana, Division B, #1094

* Nelcome Courville, Jr., versus Lamorak Insurance Co., et al. Civil District Court for the Parish of New Orleans, State of Louisiana, #2017-1147

* Joseph Francois Brazan versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana, #2017-9390

* Brenda Scio versus University Medical Center Management Corporation d/b/a University Medical Center New Orleans et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division G-11, #2016-08540

* Llevonne Hauptman Holbrook, et al. versus Asbestos Companies et al. 19th Judicial Court for the Parish of East Baton Rouge, State of Louisiana, Division 24, #601307

* Melissa Millsaps Jewell versus Ethyl Corporation et al. 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, Division 25, #693987

* Jeanette Byrd Funck et al. versus Eagle, Inc. et al. civil District Court for the Parish of New Orleans, State of Louisiana Division L, Section 6, #2021-520

* Callen Dempster versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division C, #2018-2513

* Tyrone Melancon versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division B, Section 5 #2017-9774

* Charles Steib versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division L, #2018-4189

* Daniel Joseph Boullion versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division M, Section 13 #2018-12993

* Deborah Creech versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division I, Section 14 #2019-7646

* Sheryl Ramirez Wynters versus Lamorak Insurance Company et al. 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana, Section 22 #664726

* Thomas W. Thompson versus Owens Corning (Corp.) (a/k/a Owens Corning Fiberglas Corporation) et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division L, Section 15 #98 9097

* Jeanette Byrd Funck et al. versus Eagle Inc. et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division L, section 6 #202 1-00520

* Callen Cortez versus Lamorak Insurance Co et al. United District Court, Eastern District of Louisiana, 2:20-cv-0389

* JoAnne Reulet et al. versus Lamorak Ins. Co. et al. United States District Court for the Middle District of Louisiana, 3:20-0404.

*Henry Steele and Tonya Steele versus Monsanto Company. , Civil District Court for the Parish of Orleans, State of Louisiana, Division E, Section 7, Case #1996-09428

*James Becnel v. Lamorak Ins. Co. et al., United States District Court for the Eastern District of Louisiana, 2:19-14536

*Stephen Legendre v. Lamorak Ins. Co et al., United States District Court for the Eastern District of Louisiana, 2:19-14336

Landreneau, Rodney

March 3, 2023

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.	)	CIVIL ACTION FILE
	)	2:21-cv-01971
Plaintiff,)	
)	
vs.	)	SECTION: J (4)
)	
LOUISIANA INSURANCE)	
GUARANTY ASSOCIATION,	)	JUDGE CARL J. BARBIER
ET AL.,)	
)	
Defendants.	)	MAG. JUDGE
_____	)	MICHAEL B. NORTH

Videotaped deposition of RODNEY J. LANDRENEAU, M.D., taken via Zoom videoconference on behalf of the Defendants, pursuant to the stipulations contained herein, reading and signing of the deposition being reserved, in accordance with the Federal Rules of Civil Procedure, before Daniel M. Gershwin, Certified Court Reporter and Notary Public, the witness being located at Embassy Suites, 535 Smithfield Street, Pittsburgh, Pennsylvania, on the 3rd day of March, 2023, commencing at 9:13 a.m.



Henderson Legal Services, Inc.

202-220-4158

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Landreneau, Rodney

March 3, 2023

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1 THE VIDEOGRAPHER: This is the video
2 deposition of Dr. Rodney Landreneau, taken in
3 the matter of Frank P. Ragusa, Jr., vs.
4 Louisiana Insurance Guaranty Association, et
5 al., filed in the United States District
6 Court, Eastern District of Louisiana, Civil
7 Action Number 221-cv-01971.

8 This deposition is being held at
9 Embassy Suites by Hilton Pittsburgh downtown,
10 535 Smithfield Street, Pittsburgh,
11 Pennsylvania 15222, on Friday, March 3rd,
12 2023.

13 My name Charles Stockhausen, the video
14 specialist, from Henderson Legal Services, and
15 the court reporter is Danny Gershwin, also
16 from Henderson Legal Services, and we are
17 going on the record at 9:13 a.m.

18 Counsel will have their appearances
19 noted on the stenographic record, and will the
20 court reporter please now swear in the
21 witness.

22 RODNEY J. LANDRENEAU, M.D.,
23 having been first duly sworn, was examined and
24 testified as follows:

25 ///

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Landreneau, Rodney

March 3, 2023

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1 one or two different types of boarding that Hopeman
2 Brothers used, and I think Marinite was the one
3 that Mr. Ragusa was involved with.

4 Q Is it your understanding that those
5 wallboards also had an asbestos-containing laminate
6 exterior called Micarta?

7 MS. BOWLIN: Object to the form;
8 assumes facts not in evidence.

9 A It's my same answer is that I don't
10 remember him describing the product. But from
11 previous testimony and cases, that was another
12 product used by Hopeman Brothers.

13 BY MS. CAPODICE:

14 Q Is it your understanding that
15 Mr. Ragusa was exposed to asbestos as a result of
16 Hopeman Brothers' work with asbestos-containing
17 wallboards at a Avondale?

18 MS. SEMMES: Objection.

19 MS. BOWLIN: Object to the form.

20 A Yes.

21 BY MS. CAPODICE:

22 Q Is it your opinion that Mr. Ragusa's
23 exposure to asbestos from working near Hopeman
24 Brothers contractors cutting asbestos-containing
25 wallboards was a substantial contributing cause of

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Landreneau, Rodney

March 3, 2023

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1 his mesothelioma?

2 MS. SEMMES: Objection, form.

3 **A Yes.**

4 BY MS. CAPODICE:

5 Q Is it your opinion that Mr. Ragusa's
6 exposure to asbestos from the wallboards was a
7 substantial contributing cause of his mesothelioma?

8 MS. SEMMES: Objection, form.

9 **A Yes.**

10 BY MS. CAPODICE:

11 Q And would your opinion be the same if
12 the Marinite component of those wallboards was
13 manufactured by Johns-Manville?

14 **A Yes.**

15 Q Would your opinion be the same if the
16 Micarta component of those wallboards was
17 manufactured by Westinghouse?

18 MS. BOWLIN: Object to the form;

19 assumes facts not in evidence.

20 **A Yes.**

21 BY MS. CAPODICE:

22 Q Would your opinion be the same if one
23 of those components was supplied by a company
24 called International Paper?

25 **A Yes.**

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COURT REPORTER DISCLOSURE

Pursuant to Article 10.B of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure:

I am a Georgia Certified Court Reporter. I am here as a representative of Gershwin Reporting, LLC.

I am not disqualified for a relationship of interest under the provisions of O.C.G.A. §9-11-28.

Gershwin Reporting, LLC, was contacted by Henderson Legal Services, Inc., to provide court reporting services for this deposition.

Gershwin Reporting, LLC, will not be taking this deposition under any contract that is prohibited by O.C.G.A. §15-14-37 (a) and (b).

Gershwin Reporting, LLC, has no exclusive contract to provide reporting services with any party to the case, any counsel in the case, or any reporter or reporting agency from whom a referral might have been made to cover this deposition.

Gershwin Reporting, LLC, will charge its usual and customary rates to all parties in the case, and a financial discount will not be given to any party to this litigation.

DANIEL M. GERSHWIN, CCR-B-1012
Certified Court Reporter

Exhibit B-1

Sample Hoffman Claimants Complaint

ATTORNEY'S NAME: Hoffman, Philip C 32277
AND ADDRESS: 643 Magazine St. 300 A, New Orleans, LA 70130

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA**

NO: 2022-09322

DIVISION: A

SECTION: 16

KRAEMER, DARWIN ET AL

Versus

TAYLOR SEIDENBACH ET AL

CITATION

TO: LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE
MANUFACTURING COMPANY
THROUGH: THE LOUISIANA SECRETARY OF STATE
8585 ARCHIVES AVENUE, BATON ROUGE, LA 70809

SERVED ON
R. KYLE ARDOIN

MAR 02 2023

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES WITH INCORPORATED
MOTION FOR LEAVE OF COURT AND PETITION FOR DAMAGES

SECRETARY OF STATE
COMMERCIAL DIVISION

a certified copy of which accompanies this citation, or file an answer or other legal pleading within the delay
provided by Civil Code of Procedure Article 1001. The mentioned article is noted on the back of this page for
your reference. You may make your filing in the office of the Clerk of this Court, Room 402, Civil Courts
Building, 421 Loyola Avenue, New Orleans, LA 70112.

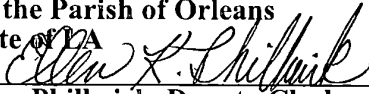
ADDITIONAL INFORMATION

Legal assistance is advisable. If you want a lawyer and can't find one, you may contact the New
Orleans Lawyer Referral Service at <https://neworleansbar.community.lawyer/>. This Referral Service
operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to
free legal assistance through Southeast Louisiana Legal Services (SLLS) at 877-521-6242 or 504-529-
1000.

*****COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE*****

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the
Parish of Orleans, State of LA February 9, 2023

Clerk's Office, Room 402
Civil Courts Building
421 Loyola Avenue
New Orleans, LA 70112

CHELSEY RICHARD NAPOLEON, Clerk of
The Civil District Court
for the Parish of Orleans
State of LA
by 
Ellen Philbrick, Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE		
On this _____ day of _____	served a copy of	
the within		
FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES WITH INCORPORATED MOTION FOR LEAVE OF COURT AND PETITION FOR DAMAGES		
ON LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE MANUFACTURING COMPANY		
THROUGH: THE LOUISIANA SECRETARY OF STATE		
Returned the same day		
_____ No. _____		
Deputy Sheriff of _____		
Mileage: \$ _____		
_____ / ENTERED / _____		
PAPER	/	RETURN
_____ /	/	_____
SERIAL NO.	DEPUTY	PARISH

DOMICILIARY SERVICE	
On this _____ day of _____	served a copy of
the within	
FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES WITH INCORPORATED MOTION FOR LEAVE OF COURT AND PETITION FOR DAMAGES	
ON LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE MANUFACTURING COMPANY	
THROUGH: THE LOUISIANA SECRETARY OF STATE	
by leaving same at the dwelling house, or usual place of abode, in the hands of _____ a person of suitable age and	
discretion residing therein as a member of the domiciliary establishment, whose name and other facts connected with this service I learned by interrogating HIM/HER the said LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE MANUFACTURING COMPANY being absent from the domicile at time of said service.	
Returned the same day	
_____ No. _____	
Deputy Sheriff of _____	

Civil Code of Procedures
Article 1001

Art. 1001. Delay for answering

A. A defendant shall file his answer within twenty-one days after service of citation upon him, except as otherwise provided by law. If the plaintiff files and serves a discovery request with his petition, the defendant shall file his answer to the petition within thirty days after service of citation and service of discovery request.

B. When an exception is filed prior to answer and is overruled or referred to the merits, or is sustained and an amendment of the petition ordered, the answer shall be filed within fifteen days after the exception is overruled or referred to the merits, or fifteen days after service of the amended petition.

C. The court may grant additional time for answering.

Acts 2021, No. 174, §1, eff. Jan. 1, 2022.

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO.2022-9322

SECTION

DIVISION " A "

DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BECNEL AND
WENDY VONLIENEN

VERSUS

TAYLOR SEIDENBACH

FILED
2023 JAN 24 AM 11:28
DISTRICT COURT

FILED: _____
DEPUTY CLERK

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES WITH INCORPORATED MOTION FOR LEAVE OF COURT

NOW INTO COURT, through undersigned counsel, come Petitioners who file this their first supplement and amendment to the original Petition for Damages herein the following respects:

1.

By supplementing and amending **THE ENTIRE ORIGINAL PETITION TO BE REPLACED BY THE FOLLOWING:**

COMES NOW Petitioners Darwin Kraemer, Roseanne Pierron, Cheryl Becnel, and Wendy Vonlienen, by and through undersigned counsel, and respectfully represents as follows:

1. Petitioner Darwin Kraemer is an adult resident citizen of the state of Louisiana.
2. Petitioner Roseanne Pierron is an adult resident citizen of the state of Louisiana.
3. Petitioner Cheryl Becnel is an adult resident citizen of the state of Louisiana.
4. Petitioner Wendy Vonlienen is an adult resident citizen of the state of Iowa.
5. Made Defendants herein are the following, either foreign corporations licensed to do and doing business in the State of Louisiana or domestic corporations licensed to do and doing business in the State of Louisiana, or are individuals that are liable unto the Petitioner (also referred to as Plaintiff herein), for the claims asserted herein:

ASBESTOS MINERS/ MANUFACTURERS/ SELLERS/SUPPLIERS/ DISTRIBUTORS/CONTRACTORS

- A. EAGLE, INC;
- B. TAYLOR-SEIDENBACH, INC.;
- C. INTERNATIONAL PAPER COMPANY (individually and as successor by merger with CHAMPION INTERNATIONAL CORPORATION, successor by merger with UNITED STATES PLYWOOD CORPORATION)

- D. HOPEMAN BROTHERS, INC.;
- E. PARAMOUNT GOBAL (f/k/a VIACOM, INC. successor by merger with CBS CORPORATION F/K/A WESTINGHOUSE ELECTRIC CORPORATION);
- F. LIBERTY MUTUAL INSURANCE COMPANY as the insurer of WAYNE MANUFACTURING COMPANY;
- G. FOSTER WHEELER, LLC
- H. GENERAL ELECTRIC COMPANY;
- I. ZURICH AMERICAN INSURANCE COMPANY, as successor-by-merger to Maryland Casualty Company, as the insurer of MARQUETTE INSULATION, INC.

EMPLOYER/PREMISE OWNER/EXECUTIVE OFFICERS

- J. HUNTINGTON INGALLS INCORPORATED f/k/a NORTHROP GRUMMAN SHIP SYSTEMS, INC. f/k/a AVONDALE INDUSTRIES, INC.
- K. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, a non-Louisiana foreign insurer registered to do or doing business in the State of Louisiana, as the liability insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Hettie Margaret Dawes-Eaves (via service of process by the Direct Action Statute L. R. S. 22:655), which may be served through the Louisiana Secretary of State Tom Schedler at Twelve United Plaza, 8585 Archives Avenue, Baton Rouge, LA 70809;
- L. THE TRAVELERS INSURANCE COMPANY, as the Liability Insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Hettie Margaret Dawes-Eaves (via Service of press via the Direct-Action Statute L. R. S. 22:655);
- M. TEMPCON, INC.;
- N. PETRIN, LLC
- O. BOLLINGER SHIPYARDS, LLC
- P. ALLIED SHIPYARD, INC.;
- Q. McDERMOTT, INC., f/k/a J. RAY McDERMOTT & CO., INC.;
- R. CHEVRON ORONITE COMPANY, LLC

6. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42(2) because Defendant Taylor-Seidenbach is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish.

7. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil

Procedure Article 42(2) because Defendant Eagle, Inc. is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish (1100 Poydras Street, New Orleans, Louisiana 70163).

8. This action is within the jurisdiction of the court and Orleans Parish is a proper venue pursuant to Louisiana Code of Civil Procedure article 73 because each of the defendants listed above contributed to Petitioners' exposures to asbestos and subsequent contraction of asbestos related diseases . therefore each is solidarily liable to Petitioners with each of its co-defendants, and defendants Eagle, Inc., f/k/a Eagle Asbestos & Packing Co., Inc., Taylor-Seidenbach, Inc. are domiciled in Orleans Parish.

9. This action is within the jurisdiction of the court and Orleans Parish is a proper venue pursuant to Louisiana Code of Civil Procedure Article 74 because wrongful conduct occurred, and resultant damages were sustained within Orleans Parish.

10. Petitioners father, Howard Kraemer, was an insulator at Avondale Shipyard during the 1950s, 1960s and 1970s. Additionally, after working at Avondale, Mr. Kraemer worked as an insulator for Tempcon and Petrin working at many different industrial facilities including Chevron in Belle Chasse, Bolinger Shipyard, Allied Shipyard and McDermott in Morgan City. As an insulator at all locations, Mr. Kraemer testified to doing the same work which was installing and removing asbestos containing insulation and was in close proximity to others using asbestos containing materials. The asbestos containing products used by Mr. Kraemer and used near Mr. Kraemer caused Mr. Kraemer's work clothes to be contaminated with asbestos fibers. Mr. Kraemer wore his work clothes home and contaminated the family vehicles and home. As a result, all of Mr. Kraemer's children came into contact with his asbestos contaminated work clothes and were each individually exposed to asbestos which they all inhaled.

11. Before and during Petitioners exposure period, each of the defendants designed, tested, evaluated, manufactured, packaged, furnished, stored, handled, transported, installed, supplied and/or sold asbestos-containing products.

12. When inhaled or otherwise ingested, asbestos causes irreparable and progressive lung damage that can manifest itself as asbestos-related pleural disease, asbestosis, mesothelioma, pulmonary and bronchogenic carcinoma, gastrointestinal cancer, cardiac problems, other lung diseases, pneumoconiosis, and various other injuries.

13. Each of the defendants knew or should have known through industry and medical

studies, the existence of which were unknown to Petitioner or Petitioner's father, of the health hazards inherent in the asbestos-containing products they were selling and/or using.

CONTRA NON VALENTUM

14. As a direct and proximate result of having inhaled, ingested, or otherwise been exposed to asbestos as described directly above, Petitioners each contracted asbestos related diseases. Petitioners did not know that their conditions were caused by asbestos until Roseanne Pierron was diagnosed with lung cancer in August of 2022. Mrs. Pierron's treating physician told her that her lung cancer was not caused by smoking and must have been caused by asbestos. Because all the petitioners had similar exposure histories, they began to realize their own conditions were caused by asbestos. Once Roseanne was diagnosed with lung cancer, Wendy Vonlienen first realized her lung cancer was caused by asbestos. Darwin Kraemer has a growing mass on his lungs and has pleural asbestosis. Cheryl Becnel also has a growing mass on her lung and has plueral asbestosis.

15. Because of the latency period between exposure to asbestos and the onset of malignant mesothelioma, and because of the active concealment by some defendants of the causes and effects of exposure to asbestos, Petitioners has only recently discovered her injuries and not more than one year preceding this filing of this Petition for Damages.

16. Petitioner disclaims any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave. Petitioners also disclaim any cause of action or recovery for any injuries resulting from any exposure to asbestos dust caused by any acts or omissions of a party committed at the direction of an officer of the United States Government.

17. Petitioners disclaim any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, including but not limited to the Outer Continental Shelf. Specifically, Petitioner does not allege, nor will they claim that any asbestos exposure of Petitioner occurred on or arose from activities related to the Outer Continental Shelf.

NEGLIGENCE ALLEGATIONS AGAINST ASBESTOS MINERS/ MANUFACTURERS/ SELLERS/SUPPLIERS/ DISTRIBUTORS/CONTRACTORS

18. The Defendants were all miners, manufacturers, sellers, users, contractors, distributors and/or suppliers of asbestos products or equipment utilizing asbestos products

internally and externally, and were engaged in the business of using, manufacturing or facilitating the manufacture of asbestos products or equipment utilizing asbestos products internally and externally, or representing themselves as manufacturers of asbestos products, or were professional vendors of asbestos or asbestos-containing products.

19. The asbestos products and/or asbestos-containing equipment mined, manufactured, sold, distributed, supplied and/or used by these defendants negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, failed to properly discharge their duties to the Petitioners in the following manner:

- a. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal foreseeable use or intended use;
- b. lack of safety instructions or of sufficient safety instructions for eliminating or reducing the health risks associated with the intended use of these products;
- c. failure of defendants to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;
- d. failure to test or adequately test these products for defects or hazards they could present to the intended or foreseeable users;
- e. failure to truthfully report or adequately report the results of product testing and medical studies associated with foreseeable hazards of these products by intended or foreseeable users;
- f. failure to recall these products mined, manufactured, sold, distributed and/or supplied;
- g. failure to properly package these products so that they could be safely transported, handled, stored, or disposed of;
- h. failure to inform Petitioners of the need for adequate engineering or industrial hygiene measures to control the level of exposure to asbestos, including but not limited to local exhaust, general ventilation, respiratory protection, segregation of work involving asbestos, use of wet methods to reduce the release of asbestos into the ambient air, medical monitoring, air monitoring, and procedures to prevent the transportation of asbestos fibers home on clothing; and
- i. failure to inform or warn Petitioners of the hazards of asbestos exposure;

20. The use of defendants' products and asbestos-containing equipment, negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, as noted above, are a proximate cause of Petitioner's injuries complained of herein.

21. Petitioner also alleges that each and every one of the foregoing defendants were also negligent in engaging in the substandard conduct enumerated above and that this negligence was also a proximate cause of Petitioner's injuries.

NEGLIGENCE AND STRICT LIABILITY OF THE EMPLOYER, EXECUTIVE OFFICER, AND PREMISE OWNERS

22. Pursuant to La. Civil Code Article 2317, Plaintiffs alleges a claim for strict liability and negligence against certain employer and premise owner Defendants. Plaintiffs alleges strict premise liability against these Defendants for failing to provide Plaintiff with a safe place in which to work free from hazards of asbestos, which failure was a proximate cause of the Plaintiff's injuries.

23. The employers and its executive officers and premise defendants negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, failed to properly discharge their duties to the Petitioner in the following:

- a. failed to provide a safe work environment;
- b. failed to provide safety equipment;
- c. failed to provide correct, adequate, or proper safety equipment;
- d. recklessly and negligently failed to disclose, warn, or reveal critical medical and safety information regarding asbestos hazards in general and with regard to those specific hazards at the work site;
- e. recklessly concealed and negligently omitted to reveal critical medical and safety information regarding the safety and health risks associated with the asbestos and asbestos-containing products at the worksites;
- f. failed to timely remove asbestos hazards from the workplace;
- g. failed to properly supervise or monitor the work areas for compliance with safety regulations;
- h. failed to provide a safe and suitable means of eliminating the amount of asbestos dust in the air; and

- i. failed to provide the necessary facilities, practices and procedures that would lessen or eliminate the transfer of asbestos from the workplace to the home on the clothing and/or person of the Petitioner or her family members.
- j. The above-described negligence, fault, and willful misconduct of these defendants were a proximate cause of the Petitioner's injuries.
- k. All have liability to Petitioner in strict liability for things in their garde, possession, custody, or control, pursuant to article 2317 of the Louisiana Code of Civil Procedure that have caused harm to Petitioner.

24. At all times throughout Mr. Kraemer's exposure to asbestos, the employers and executive officers knew that asbestos posed substantial health risks to those exposed to it, knew that there were specific engineering and industrial hygiene procedures which should have been employed to reduce exposures, including on the destroyer escorts, knew that those exposed to asbestos on the job could bring home asbestos on their clothes and thereby injuriously expose those in the household, yet the employers and executive officers consciously chose not to inform Petitioner of this information or implement any meaningful safety precautions, all of which was a substantial contributing cause of Petitioner's injuries.

25. During the course of the Plaintiff work, Plaintiff was exposed to asbestos and/or asbestos containing products, which were in the care, control, and custody of these defendants. Because of the extreme hazard it poses to humans, asbestos constitutes a defect or vice in the products to which Plaintiff was exposed, which defect, or vice was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Plaintiff in accordance with Louisiana Civil Code article 2315 and 2317.

26. During the course of the Plaintiff's work, Plaintiff was exposed to asbestos released from these premises, which release was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Plaintiff in accordance with, but not limited to, Louisiana Civil Code article 2315, former Louisiana Civil Code articles 660 and 669, and *Langlois v. Allied Chemical Corp*, 249 So.2d 133 (La. 1971).

27. The premises owner defendants knew or should have known that asbestos posed a hazard to humans and that there were specific engineering and industrial hygiene controls that could help reduce the levels of airborne asbestos fibers, nonetheless, failed or suppressed, through silence, neglect or inaction, the truth regarding asbestos to Plaintiff so as to obtain an unjust

advantage for themselves over and at expense of Plaintiff or to cause loss or inconvenience to Plaintiff. This action or inaction by the defendants was a direct and proximate cause of the damages described herein.

WHEREFORE, on the basis of all of the foregoing premises set out in paragraphs 1 through 27, Petitioner requests that defendants be served with this petition and that there be judgment against these defendants jointly, severally and in solido in a sum sufficient to compensate Petitioner for the following:

- a. all past, present, and future medical costs or expenses related thereto;
- b. all past, present and future lost earnings;
- c. all past, present, and future mental suffering, anguish and pain sustained by Petitioner;
- d. all past, present and future physical pain and suffering sustained by Petitioner;
- e. the disfigurement suffered by Petitioner;
- f. loss of quality of life;
- g. past, present, and future disability.
- h. all other forms of relief or categories of damages allowed by Louisiana law for survival claims, with interest from the date of injury until paid, plus costs of these proceedings.

WHEREFORE Petitioners pray that after due proceedings had, there be judgment herein in favor of Petitioner and against the defendants as prayed for.


Respectfully submitted,

PHILIP C. HOFFMAN, LLC

PHILIP HOFFMAN, Bar No. 32277
 DAYAL S. REDDY, Bar No. 31928
 643 Magazine Street, Suite 300-A
 New Orleans, Louisiana 70130
 Telephone: (504) 822-6050
 Facsimile: (504) 313-3911

COUNSEL FOR PETITIONER

SERVICE INSTRUCTIONS ON THE FOLLOWING PAGES

A TRUE COPY

 DEPUTY CLERK CIVIL DISTRICT COURT
 PARISH OF ORLEANS
 STATE OF LA

PLEASE SERVE THE FOLLOWING DEFENDANT WITH THIS FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES:

1. EAGLE, INC., f/k/a Eagle Asbestos & Packing Co., Inc.
Through its registered agent:
Susan B. Kohn
1100 Poydras Street
30th Floor
New Orleans, LA 70163

PLEASE SERVE THE FOLLOWING WITH THE ORIGINAL PETITION FOR DAMAGES AND THIS FIRST SUPPLEMENTAL AND AMENDING PETITION:

2. INTERNATIONAL PAPER CO. F/K/A CHAMPION INTERNATIONAL F/K/A US PLYWOOD, A non-Louisiana company
Through its registered agent:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge LA 70816
3. PARAMOUNT GOBAL (f/k/a VIACOM, INC. *successor by merger with CBS CORPORATION f/k/a WESTINGHOUSE ELECTRIC CORPORATION*); Through the Louisiana Long Arm Statute:
CBS Headquarters
51 W. 52nd Street
New York, NY 10019-6188
4. HOPEMAN BROTHERS, INC.
A Delaware Corporation
Through the Secretary of State:
C.T. Corporation System
4701 Cox Road, Suite 285
Glen Allen, VA 23060
5. HOPEMAN BROTHERS, INC.
A Delaware Corporation
Through the Louisiana Long Arm Statute:
435 Essex Ave.
Waynesboro, VA 22980
6. LIBERTY MUTUAL INSURANCE COMPANY, As the insurer of Wayne Manufacturing Company
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
7. HUNTINGTON INGALLS INCORPORATED f/k/a NORTHROP GRUMMAN SHIP SYSTEMS, INC. f/k/a AVONDALE INDUSTRIES, INC.
Through its registered agent:
C.T. Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816
8. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, a non-Louisiana foreign insurer registered to do or doing business in the State of Louisiana, as the liability insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Albert Bossier, Jr., Hettie Margaret Dawes-Eaves, James O'Donnell, Steve Kennedy, John Chantry, Pete Territo, George Kelmell,

- John David "J. D." Roberts, Eddie Blanchard, Ollie Gatlin, J. Melton Garrett, Earl Spooner, John McQue, James T. Cole, Ewing Moore and Burnette "Frenchy" Bordelon (via service of process by the Direct Action Statute L. R. S. 22:655)
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
9. THE TRAVELERS INSURANCE COMPANY, As the Liability Insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Albert Bossier, Jr., Hettie Margaret Dawes-Eaves, James O'Donnell, Steve Kennedy, John Chantry, Pete Territo, George Kelmell, John David "J. D." Roberts, Eddie Blanchard, Ollie Gatlin, J. Melton Garrett, Earl Spooner, John McQue, James T. Cole, Ewing Moore and Burnette "Frenchy" Bordelon (via Service of press via the Direct Action Statute L. R. S. 22:655)
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
10. FOSTER WHEELER, LLC, a foreign company authorized to do business in Louisiana, which can be served through its agent for service of process
Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801
11. LAMORAK INSURANCE COMPANY, f/k/a OneBeacon Insurance Company, f/k/a Commercial Union Insurance Company, as the Liability Insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Albert Bossier, Jr., Hettie Margaret Dawes-Eaves, James O'Donnell, Steve Kennedy, John Chantry, Pete Territo, George Kelmell, John David "J. D." Roberts, Eddie Blanchard, Ollie Gatlin, J. Melton Garrett, Earl Spooner, John McQue, James T. Cole, Ewing Moore and Burnette "Frenchy" Bordelon (via Service of press via the Direct Action Statute L. R. S. 22:655)
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
12. ZURICH AMERICAN INSURANCE COMPANY, as successor-by-merger to Maryland Casualty Company, as the insurer of MARQUETTE INSULATION, INC.
Through the Louisiana Secretary of State:
8585 Archives Avenue
Baton Rouge, LA 70809
13. PETRIN,LLC
Through its registered agent:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
14. MCDERMOTT, INC., f/k/a J. Ray McDermott & Co., Inc.
Through its registered agent for service of process:
C. T. Corporation Systems
3867 Plaza Tower Drive
Baton Rouge, LA 70816
15. BOLLINGER SHIPYARDS,LLC.
Through its registered agent:
Rachael B. Battaglia
8368 HWY 308
Lockport, LA 70374

16. **ALLIED SHIPYARD, INC.**
Through its registered agent:
LEE A. CALLAIS
107 PINOT NOIR COURT
MATHEWS, LA 70375

17. **TEMPCON, INC.**
Through its registered agent:
DANIEL A. BABIN
6001 York St.
Metairie, LA 70003

18. **CHEVRON ORONITE COMPANY LLC**
Through its registered agent for service of process:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

19. **GENERAL ELECTRIC COMPANY**
Through its registered agent for service of process:
C. T. Corporation Systems
3867 Plaza Tower Drive
Baton Rouge, LA 70816

PETITIONERS WILL SERVE ALL OTHER DEFENDANTS THROUGH COUNSEL OF RECORD PURSUANT TO LA. C.C.P. 1313

FILED
2023 JAN 24 AM 11:29
CIVIL
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO.2022-9322

SECTION

DIVISION " A "

DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BECNEL AND
WENDY VONLIENEN

VERSUS

TAYLOR SEIDENBACH

FILED: _____
DEPUTY CLERK

ORDER

Let the above and foregoing *First Supplement and Amendment* to the original *Petition for Damages* be filed as prayed for.

SO ORDERED this the ____ day of FEB 06 2023, 2023.

(Sgd.) ELLEN M. HAZEUR
Judge - Division "A"

DISTRICT JUDGE – ELLEN M. HAZEUR

A TRUE COPY

DEPUTY CLERK - MINUTE CLERK
CLERK OF CIVIL DISTRICT COURT
PARISH OF ORLEANS, STATE OF LA

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS FILED

STATE OF LOUISIANA

NO. 2022-9322 SECTION A

2022 OCT -6 AM 10:30

DIVISION " 16
CIVIL

DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BECNEL AND
WENDY VONLIENEN DISTRICT COURT

VERSUS

TAYLOR SEIDENBACH

FILED: _____
DEPUTY CLERK

PETITION FOR DAMAGES

COMES NOW Petitioners Darwin Kraemer, Roseanne Pierron, Cheryl Becnel, and Wendy Vonlienen, by and through undersigned counsel, and respectfully represents as follows:

1. Petitioner Darwin Kraemer is an adult resident citizen of the state of Louisiana.
2. Petitioner Roseanne Pierron is an adult resident citizen of the state of Louisiana.
3. Petitioner Cheryl Becnel is an adult resident citizen of the state of Louisiana.
4. Petitioner Wendy Vonlienen is an adult resident citizen of the state of Iowa.
5. Made Defendants herein are the following, either foreign corporations licensed to

do and doing business in the State of Louisiana or domestic corporations licensed to do and doing business in the State of Louisiana, or are individuals that are liable unto the Petitioner (also referred to as Plaintiff herein), for the claims asserted herein:

**ASBESTOS MANUFACTURERS/CONTRACTORS/SELLERS/
SUPPLIERS/DISTRIBUTORS**

- A. EAGLE, INC;
- B. TAYLOR-SEIDENBACH, INC.;

6. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42(2) because Defendant Taylor-Seidenbach is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish.

7. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42(2) because Defendant Eagle, Inc. is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish (1100 Poydras Street, New Orleans, Louisiana 70163).

8. This action is within the jurisdiction of the court and Orleans Parish is a proper

venue pursuant to Louisiana Code of Civil Procedure article 73 because each of the defendants listed above contributed to Petitioners' exposures to asbestos and subsequent contraction of asbestos related diseases . therefore each is solidarily liable to Petitioners with each of its co-defendants, and defendants Eagle, Inc., f/k/a Eagle Asbestos & Packing Co., Inc., Taylor-Seidenbach, Inc. are domiciled in Orleans Parish.

9. This action is within the jurisdiction of the court and Orleans Parish is a proper venue pursuant to Louisiana Code of Civil Procedure Article 74 because wrongful conduct occurred, and resultant damages were sustained within Orleans Parish.

10. Before and during Petitioners exposure period, each of the defendants designed, tested, evaluated, manufactured, packaged, furnished, stored, handled, transported, installed, supplied and/or sold asbestos-containing products.

11. When inhaled or otherwise ingested, asbestos causes irreparable and progressive lung damage that can manifest itself as asbestos-related pleural disease, asbestosis, mesothelioma, pulmonary and bronchogenic carcinoma, gastrointestinal cancer, cardiac problems, other lung diseases, pneumoconiosis, and various other injuries.

12. Each of the defendants knew or should have known through industry and medical studies, the existence of which were unknown to Petitioner or Petitioner's father, of the health hazards inherent in the asbestos-containing products they were selling and/or using.

CONTRA NON VALENTUM

13. As a direct and proximate result of having inhaled, ingested, or otherwise been exposed to asbestos as described directly above, Petitioners each contracted asbestos related diseases. Petitioners did not know that their conditions were caused by asbestos until Roseanne Pierron was diagnosed with lung cancer in August of 2022. Mrs. Pierron's treating physician told her that her lung cancer was not caused by smoking and must have been caused by asbestos. Because all the petitioners had similar exposure histories, they began to realize their own conditions were caused by asbestos. Once Roseanne was diagnosed with lung cancer, Wendy Vonlienen first realized her lung cancer was caused by asbestos. Darwin Kraemer has a growing mass on his lungs and has pleural asbestosis. Cheryl Beçnel also has a growing mass on her lung and has plueral asbestosis.

14. Because of the latency period between exposure to asbestos and the onset of malignant mesothelioma, and because of the active concealment by some defendants of the causes

and effects of exposure to asbestos, Petitioners has only recently discovered her injuries and not more than one year preceding this filing of this Petition for Damages.

15. Petitioner disclaims any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave. Petitioners also disclaim any cause of action or recovery for any injuries resulting from any exposure to asbestos dust caused by any acts or omissions of a party committed at the direction of an officer of the United States Government.

16. Petitioners disclaim any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, including but not limited to the Outer Continental Shelf. Specifically, Petitioner does not allege, nor will they claim that any asbestos exposure of Petitioner occurred on or arose from activities related to the Outer Continental Shelf.

**NEGLIGENCE ALLEGATIONS AGAINST
MANUFACTURING AND CONTRACTOR DEFENDANTS**

17. The Defendants were all miners, manufacturers, sellers, users, distributors and/or suppliers of asbestos products or equipment utilizing asbestos products internally and externally, and were engaged in the business of using, manufacturing or facilitating the manufacture of asbestos products or equipment utilizing asbestos products internally and externally, or representing themselves as manufacturers of asbestos products, or were professional vendors of asbestos or asbestos-containing products.

18. The asbestos products and/or asbestos-containing equipment mined, manufactured, sold, distributed, supplied and/or used by these defendants negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, failed to properly discharge their duties to the Petitioners in the following manner:

- a. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal foreseeable use or intended use;
- b. lack of safety instructions or of sufficient safety instructions for eliminating or reducing the health risks associated with the intended use of these products;
- c. failure of defendants to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;
- d. failure to test or adequately test these products for defects or hazards they could

- present to the intended or foreseeable users;
- e. failure to truthfully report or adequately report the results of product testing and medical studies associated with foreseeable hazards of these products by intended or foreseeable users;
- f. failure to recall these products mined, manufactured, sold, distributed and/or supplied;
- g. failure to properly package these products so that they could be safely transported, handled, stored, or disposed of;
- h. failure to inform Petitioners of the need for adequate engineering or industrial hygiene measures to control the level of exposure to asbestos, including but not limited to local exhaust, general ventilation, respiratory protection, segregation of work involving asbestos, use of wet methods to reduce the release of asbestos into the ambient air, medical monitoring, air monitoring, and procedures to prevent the transportation of asbestos fibers home on clothing; and
- i. failure to inform or warn Petitioners of the hazards of asbestos exposure;

19. The use of defendants' products and asbestos-containing equipment, negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, as noted above, are a proximate cause of Petitioner's injuries complained of herein.

20. Petitioner also alleges that each and every one of the foregoing defendants were also negligent in engaging in the substandard conduct enumerated above and that this negligence was also a proximate cause of Petitioner's injuries.

WHEREFORE, on the basis of all of the foregoing premises set out in paragraphs 1 through 20, Petitioner requests that defendants be served with this petition and that there be judgment against these defendants jointly, severally and in solido in a sum sufficient to compensate Petitioner for the following:

- a. all past, present, and future medical costs or expenses related thereto;
- b. all past, present and future lost earnings;
- c. all past, present, and future mental suffering, anguish and pain sustained by Petitioner;

- d. all past, present and future physical pain and suffering sustained by Petitioner;
- e. the disfigurement suffered by Petitioner;
- f. loss of quality of life;
- g. past, present, and future disability.
- h. all other forms of relief or categories of damages allowed by Louisiana law for survival claims, with interest from the date of injury until paid, plus costs of these proceedings.

WHEREFORE Petitioners pray that after due proceedings had, there be judgment herein in favor of Petitioner and against the defendants as prayed for.

Respectfully submitted,

PHILIP C. HOFFMAN, LLC

PHILIP HOFFMAN, Bar No. 32277
 543 Magazine Street, Suite 300-A
 New Orleans, Louisiana 70130
 Telephone: (504) 822-6050
 Facsimile: (504) 313-3911

COUNSEL FOR PETITIONER

PLEASE SERVE THE FOLLOWING:

1. **TAYLOR-SEIDENBACH, INC.**
 A corporation duly organized, created, and existing under and by virtue of the laws of the state of Louisiana, with its principal place of business in New Orleans, Louisiana
Through its registered agent:
 Robert I. Shepard
 731 South Scott Street
 New Orleans, Louisiana 70119

2. **EAGLE, INC., f/k/a Eagle Asbestos & Packing Co., Inc.**
Through its registered agent:
 Susan B. Kohn
 1100 Poydras Street
 30th Floor
 New Orleans, LA 70163

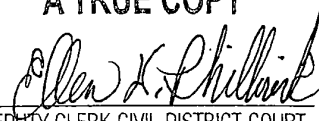
A TRUE COPY

 DEPUTY CLERK CIVIL DISTRICT COURT
 PARISH OF ORLEANS
 STATE OF LA

Exhibit B-2

Sample Roussel Claimants Complaint

Case 2:24-cv-00871-NJB-MBN Document 10 Filed 05/01/24 Page 1 of 2

AO 441 (Rev. 07/10) Summons on Third-Party Complaint

UNITED STATES DISTRICT COURT

for the

Eastern District of Louisiana

ERICA DANDRY CONSTANZA, et al

Plaintiff

v.

HUNTINGTON INGALLS INC.

Defendant, Third-party plaintiff

v.

LIBERTY MUTUAL INSURANCE COMPANY

Third-party defendant

Civil Action No. 24-871 G/5

SERVED ON
NANCY LANDRY

MAY 13 2024

SUMMONS ON A THIRD-PARTY COMPLAINT

SECRETARY OF STATE
COMMERCIAL DIVISION

To: *(Third-party defendant's name and address)*

LIBERTY MUTUAL INSURANCE COMPANY

A lawsuit has been filed against defendant HUNTINGTON INGALLS INC., who as third-party plaintiff is making this claim against you to pay part or all of what the defendant may owe to the plaintiff ERICA DANDRY CONSTANZA, et al.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff and on the defendant an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the defendant or defendant's attorney, whose name and address are:

Brian C. Bossier
Blue Williams LLP
3421 N. Causeway Blvd.
Metairie, LA 70002

It must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Gerolyn Petit Roussel
Roussel & Clement
1550 West Causeway Approach
Mandeville, LA 70471

If you fail to respond, judgment by default will be entered against you for the relief demanded in the third-party complaint. You also must file the answer or motion with the court and serve it on any other parties.

A copy of the plaintiff's complaint is also attached. You may – but are not required to – respond to it.

Date: May 01 2024



HBI000453

Case 2:24-cv-00871-NJB-MBN Document 10 Filed 05/01/24 Page 2 of 2

AO 441 (Rev. 07/10) Summons on Third-Party Complaint (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

FILED
2024 MAR -1 PM 3:08
CIVIL COURT
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS.

STATE OF LOUISIANA

NUMBER: 2024-01931 DIVISION " "

D

SECTION 12

ERICA DANDRY CONSTANZA and MONICA DANDRY HALLNER

versus

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY

Register	CDC Cash Register 1
Case Number	2024-01931
DEPUTY CLERK	
Gratuity Total	\$ 2135.50
Amount Received	\$ 2135.50
Balance Due	\$ 0.00

PETITION FOR DAMAGES

The petition of Erica Dandry Constanza and Monica Dandry Hallner, persons of the full age of majority, with respect represent:

Payment / Transaction List	
Check # 6248	\$2135.50

1.

Defendants, Eagle, Inc. and Taylor-Seidenbach, Inc., are domestic corporations with their registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of Eagle, Inc. and Taylor-Seidenbach, Inc. occurred in the Parish of Orleans. Moreover, Henry "Zac" Carter, C. Edwin Hartzman, and Hettie Dawes Eaves were domiciled in Orleans Parish at the time of their deaths. Additionally, Mr. Dandry was exposed to asbestos in the Parish of Orleans and received injury in the Parish of Orleans. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure Articles 42, 73, and 74.

Item	Charged	Paid	Bal
Judicial College	\$0.50	\$0.50	\$0.00
Building Fund Fee	\$25.00	\$25.00	\$0.00
JSC	\$29.50	\$29.50	\$0.00
Jury	\$340.00	\$340.00	\$0.00

2.

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.;

VERIFIED
Diaccio
07/12/24

TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; and INTERNATIONAL PAPER COMPANY (hereinafter collectively referred to as “defendants”), are all corporations incorporated under the laws of the various states of the United States. Defendants all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

Michael P. Dandry, Jr. was employed in various positions by or on the premises of Huntington Ingalls Incorporated (formerly Northrop Grumman Shipbuilding, Inc., formerly, Northrop Grumman Ship Systems, Inc., formerly, Avondale Industries, Inc., formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter “Avondale”) between June 1, 1971, and August 16, 1971. At various times during this employment, Mr. Dandry was exposed to asbestos. Also, Mr. Dandry was exposed to asbestos carried home on his person, clothing, and other items. These exposures to Mr. Dandry caused and/or contributed to his development of mesothelioma and other related ill health effects. During Mr. Dandry’s employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by the “defendants.”

4.

From approximately June 1, 1971, and August 16, 1971, while Michael Dandry, Jr. was a direct employee of Avondale, Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey were executive officers of Avondale with the specific responsibility for the health and safety of Mr. Dandry and his fellow employees during the time Mr. Dandry was exposed to substances which resulted in his mesothelioma and death.

5.

Sparta Insurance Company provided insurance coverage for the liability of the following executive officers of Avondale: Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George

Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey. Pursuant to Louisiana Revised Statute 22:1269, plaintiffs assert a direct action against Sparta Insurance Company for the liability of these alleged executive officers of Avondale.

6.

Defendant, Avondale, had the responsibility for the health and safety of Michael Dandry, Jr. and his fellow employees during the time Mr. Dandry was exposed to the asbestos which resulted in his mesothelioma. Avondale had the responsibility of providing him with a safe place to work; however, Avondale failed to protect him from the dangers of asbestos dust exposure, for which Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Dandry would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from these individuals knowledge of the dangers from exposure to asbestos fiber.

7.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Mr. Dandry;
- c) Failing to provide necessary protection to Michael Dandry, Jr.;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;
- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- j) Requiring employees to dispose of asbestos in dumpsters, into the river, and onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- k) Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;

- l) Failing to warn of the dangers of exposure to asbestos;
- m) Requiring employees to dispose of asbestos without precautions to prevent exposure;
- n) Failing to post warnings regarding asbestos and the hazards of same;
- o) Failing to warn employees that exposure to asbestos could cause deadly diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- p) Failing to warn employees of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants and individuals committed these intentional acts knowing full well that Mr. Dandry's injuries would follow or were substantially certain to follow.

8.

As a result of these exposures to asbestos, Michael Dandry, Jr. contracted mesothelioma and other related ill health effects associated therewith, which was first diagnosed on approximately April 12, 2023.

9.

Michael Dandry, Jr. died on November 5, 2023, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects which resulted from exposure to asbestos. At the time of his death, Mr. Dandry was survived by his daughters, Erica Dandry Constanza and Monica Dandry Hallner. Erica Dandry Constanza and Monica Dandry Hallner assert all survival and wrongful death claims and rights to which they are entitled as a result of the injury and death of Michael Dandry, Jr.

10.

Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos and that Mr. Dandry would suffer from asbestos-related disease, including mesothelioma, lung cancer, cancer, and other related ill health effects, as a result of this exposure, but they failed and/or willfully withheld knowledge of the dangers to his health from exposure to asbestos fiber and other toxic substances.

11.

Avondale and its executive officers had the responsibility of providing Michael Dandry, Jr. with a safe place to work and safety equipment with which to conduct their work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect Mr. Dandry from

the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain workers, including Mr. Dandry, would develop disease as a result thereof.

12.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which Avondale is strictly liable under Louisiana law.

13.

All defendants had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which these defendants are strictly liable under Louisiana law.

14.

Defendants, Avondale and its executive officers, are answerable for the conduct of those handling asbestos products on their premises, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury to Mr. Dandry, and for which defendants are liable under Louisiana law.

15.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Michael Dandry, Jr. from the unreasonably dangerous conditions created by asbestos which existed at their job sites due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence which required Avondale to provide to Michael Dandry, Jr. and his co-workers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Dandry, thereby resulting in his injuries.

16.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted asbestos-related mesothelioma, and other related ill health effects as a result thereof, for which all defendants are jointly, severally, and in solido liable.

17.

At all times material herein, Michael Dandry, Jr. was exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestos-containing products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne

Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Dandry of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that it could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by these companies, Mr. Dandry was exposed to asbestos fibers proximately causing his mesothelioma, cancer, and other related ill health effects. Plaintiffs further contend that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

18.

During the employment of Michael Dandry, Jr., Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed these individuals to asbestos-containing products, which caused and/or contributed to Michael Dandry, Jr.'s asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Dandry and for which Hopeman Brothers, Inc. is strictly liable under Louisiana law. Moreover, defendant, Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Dandry and for which defendant is strictly liable under Louisiana law.

19.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein.

20.

Plaintiffs also make additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

21.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

22.

International Paper Company is the successor to U.S. Plywood. Throughout the time he was employed by Avondale, Michael Dandry, Jr. was exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of this exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood.

23.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

24.

Defendant, PARAMOUNT GLOBAL (*f/k/a* ViacomCBS Inc., *f/k/a* CBS Corporation, a Delaware corporation, *f/k/a* Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, *f/k/a* Westinghouse Electric Corporation), (hereinafter “Westinghouse”), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Michael Dandry, Jr. during his employment, thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Michael Dandry, Jr. was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

25.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

26.

Plaintiffs further allege that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

27.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in

the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

28.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony

of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

29.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

30.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

31.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

32.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information.

33.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing

wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

34.

Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

35.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestos-containing products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are potential "smoking gun" documents. This is so because of the nature, duties, obligations and responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are filled with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse

manufacturing and non-manufacturing operations. This documentation often times points out deficiencies in Westinghouse operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential smoking gun documents (emphasis added).

Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "smoking gun" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as potential smoking guns (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The smoking gun possibilities of such documentation are readily apparent (emphasis added). Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files

Again, the smoking gun possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, if the information is not or was not conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

Recommendations

Plant Correspondence Files (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

“Historical Files or Industrial Hygiene Department”

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

Bair’s Conclusions

Toxic tort litigation, including toxic tort-related workmen’s compensation litigation, show no signs of abating in the near future. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many “experts”, result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair’s conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was *avoiding litigation* and having to answer fraud allegations therein.

36.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation thereof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a “plan to commit a fraud on the Courts of the United States.”

37.

The document destruction program set out in Bair’s memo was actually implemented by Westinghouse, as is evidenced by a memorandum entitled “Document Retention” that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had “informed Wayne to begin discarding [certain documents].” These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

38.

Defendant, General Electric (“GE”), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and

repaired by or in close proximity to Michael Dandry, Jr., thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Mr. Dandry was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE.

39.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

40.

Plaintiffs further allege that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

41.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric's association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that

13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

42.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room. Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric, informing him that these suits were justified. She further recommended that General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation. Furthermore, Carl Obermaier, a GE plant manager, wrote to Hamilton acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934, between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained

inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

43.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

44.

Moreover, various published reports and articles available to GE, prove that GE was empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

- (1) Safety Management: Accident Cost and Control, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;

- (2) Asbestos-Dust Exposures at Various Levels and Mortality, a published article written in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;
- (3) Asbestos Exposure Smoking, and Neoplasia, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.
- (4) Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.
- (5) Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos posed a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.
- (6) The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.
- (7) Recommended Safety Practices for Handling Asbestos Fiber, an article written by Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.
- (8) Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

45.

Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General Electric Company; Westinghouse; Uniroyal, Inc.; Taylor-Seidenbach, Inc., and International Paper Company were in the business of manufacturing, fabricating, selling and/or distributing asbestos-containing products, including but not limited to asbestos-containing pipe covering, pipe coating,

blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These companies sold, installed, removed and/or abated these products to and/or at Avondale. In addition, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer CropScience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company--(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Westinghouse--(block, boiler, turbine and turbine insulation, generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc.--(cloth, tape, yarn, and adhesives). During various periods of time, Eagle and Taylor Seidenbach, Inc. would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Michael Dandry, Jr. was working thereby exposing him during their handling of asbestos-containing products. Mr. Dandry was exposed to asbestos-containing products manufactured, distributed, sold, and/or handled by all "defendants" named in this petition.

46.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

47.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc.,

Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company, Mr. Dandry inhaled asbestos fibers and other harmful substances emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which he suffers. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

48.

Prior to the time Mr. Dandry was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

49.

All defendants made the misrepresentations cited in the foregoing paragraph despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

50.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or handled by "defendants," and he contracted mesothelioma and other related ill health effects, which was first diagnosed on approximately April 12, 2023, and from which he died on November 5, 2023.

51.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry, and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

52.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like Mr. Dandry.

53.

By the time Mr. Dandry began working with and around asbestos products, virtually every state in the United States recognized asbestosis and silicosis as compensable claims under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis and silicosis as a compensable occupational disease. Moreover, all suppliers (as well as independent contractors) to any company with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943. Likewise, there were industrial health standards regarding asbestos in Louisiana since 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Mr. Dandry was never warned of any hazard associated with asbestos or silica, was never protected by use of

adequate ventilation, and was required to work next to insulators using asbestos products. He never saw a warning on any asbestos product nor was he warned by any contractor using asbestos or silica products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Mr. Dandry was exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos and silica exposure, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, Mr. Dandry was not warned of the health hazards associated with exposure to asbestos.

54.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation and/or concealment which proximately caused the injuries to the Petitioner in the following manner:

- 1) The material published or caused to be published was false and incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.
- 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:
 - a) To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestos-related products;
 - b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
 - c) To influence in the defendant's favor, legislation to regulate asbestos exposures and unlimited medical and disability claims for compensation;
 - d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
 - e) To prevent relevant medical inquiry about asbestos disease;
 - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
 - g) To induce the Petitioner to use and continue to use asbestos products.
- 3) The Petitioner reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products because Petitioner believed it to be safe.
- 4) Defendants, intended the Petitioner to rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
- 5) Defendants are in a position of superior knowledge regarding the health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which

Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

55.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that Mr. Dandry was first exposed to asbestos and continued throughout his employment. The fact that workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (*McNeely v. Carolina Asbestos Co.*, May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the *McNeely* case and others like it injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance--"sort of a right pocket to left pocket...in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in *Bradley v. Todd Shipyards, Inc.*, C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

56.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses

and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing *Borel v. Fibreboard Paper Products Corporation*, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a 'game plan' for the continued defense of these asbestosis cases with the other defendants." In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economically (sic) impossible for the plaintiffs to pursue the other cases." These attempts to prevent and stifle valid claims by plaintiffs such as Mr. Dandry shows that the defendants, to this day, are committing fraud.

57.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a follow-up study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the

asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the Public Health Reports, Volume 50, No. 1, January 4, 1935.

58.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

59.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos

poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, 'Yes. We save a lot of money that way.'" (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

60.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

61.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. Members included, among others, Uniroyal, Inc., which is a defendant in this action. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard'". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various

issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

62.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety. Charles Limerick, former manager of the Ruberoid Vermont Mines, has admitted that he was aware of dangers of asbestos as far back as the 1930's and 1940's. GAF/Ruberoid was put on notice of dangers in 1935 or 1936 through correspondence with "Asbestos" magazine. Ruberoid subscribed and advertised in "Asbestos". Moreover, Ruberoid was prodded by lawsuits brought by its employees alleging that they had developed asbestosis as early as 1934.

63.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

64.

Eagle, Inc. and Taylor-Seidenbach, Inc. did contracting work as early as the 1940s. Accordingly, Eagle, Inc. and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the

U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). Likewise, these companies were also aware of health and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. Mr. Dandry was exposed to asbestos both through their contracting work and through products manufactured, distributed, and sold by them throughout his career. Yet at no time was Mr. Dandry protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, Mr. Dandry was not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of Atzenhoffer, et al v. National Gypsum, Co., et al, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

65.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Mr. Dandry was last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time was Mr. Dandry advised of these hazards as defendants failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representatives during the construction of their boilers.

66.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

67.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and he contracted mesothelioma, cancer, and other related ill health effects.

68.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

69.

Petitioners' causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

70.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted mesothelioma and other related ill health effects and died from mesothelioma.

71.

All of the hereinabove named defendants are jointly, severally, and *in solido* liable to petitioner for the damages sustained as a result of Mr. Dandry's contraction of mesothelioma and other related ill health effects and death. Petitioners are entitled to damages for the following:

physical pain and suffering of Michael Dandry, Jr.; mental pain and anguish (including but not limited to fear of death) which Mr. Dandry suffered; fear of death, humiliation and emotional distress suffered by Mr. Dandry, loss of income and earning capacity of Mr. Dandry; medical expenses; care and personal assistance provided to Mr. Dandry; loss of personal services; loss of enjoyment of life and lifestyle; loss of support to children; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Erica Dandry Constanza and Monica Dandry Hallner, the children of Mr. Dandry, as a result of the death of Mr. Dandry; funeral expenses; lost income and expenses related to the injuries and death of Michael Dandry, Jr., funds expended by each of the plaintiffs herein for the care and treatment of their father, and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

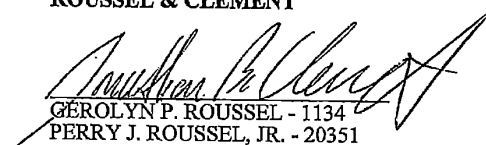
72.

A trial by jury is demanded on all issues.

WHEREFORE, petitioners, Erica Dandry Constanza and Monica Dandry Hallner, pray that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment rendered herein in favor of petitioners and against defendants for all damages suffered by petitioners together with legal interest and all costs associated with the prosecution of this claim. Petitioners further pray for all general and equitable relief.

Respectfully submitted,

ROUSSEL & CLEMENT



GEROLYN P. ROUSSEL - 1134
PERRY J. ROUSSEL, JR. - 20351
JONATHAN B. CLEMENT - 30444
LAUREN R. CLEMENT - 31106
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1550 West Causeway Approach
Mandeville, LA 70471
Telephone: (985) 778-2733
Facsimile: (985) 778-2734
ATTORNEYS FOR PETITIONERS,
ERICA DANDRY CONSTANZA and
MONICA DANDRY HALLNER

PLEASE SERVE THE PETITION FOR DAMAGES ON THE FOLLOWING:

1. SPARTA INSURANCE COMPANY
Through its agent for service of process:
Secretary of State
Legal Services Sections
8585 Archives Ave.
Baton Rouge, La. 70809
2. HUNTINGTON INGALLS INCORPORATED
(formerly NORTHROP GRUMMAN SHIPBUILDING, INC.,
formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC.
formerly, AVONDALE INDUSTRIES, INC.
formerly AVONDALE SHIPYARDS, INC.
and formerly, AVONDALE MARINE WAYS, INC.)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
3. EAGLE, INC.
Through its agent for service of process:
Susan B. Kohn
1100 Poydras St.
New Orleans, LA 70163
4. BAYER CROPSCIENCE, INC. (SUCCESSOR TO **LONG ARM SERVICE**
RHONE POULENC AG COMPANY,
FORMERLY AMCHEM PRODUCTS, INC.,
FORMERLY BENJAMIN FOSTER COMPANY)
(Via Louisiana Long Arm Statute)
through its agent for service of process:
Corporation Service Company
80 State Street
Albany, New York 12207
5. FOSTER WHEELER LLC **LONG ARM SERVICE**
(formerly FOSTER WHEELER CORPORATION)
(Via Louisiana Long Arm Statute)
Through its registered agent for service of process:
United Agent Group, Inc.
1521 Concord Pike
Suite 201
Wilmington, DE 19803
6. GENERAL ELECTRIC COMPANY
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
7. HOPEMAN BROTHERS, INC. **LONG ARM SERVICE**
(Via Louisiana Long Arm Statute)
AWH Corporation
435 Essex Ave., Suite 101
Waynesboro, Virginia 22980
8. TAYLOR-SEIDENBACH, INC.
Through its agent for service of process:
Hal Shepard
731 South Scott St.
New Orleans, LA 70119

9. PARAMOUNT GLOBAL **LONG ARM SERVICE**
(f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
Through its agent for service of process:
Corporation Service Company
251 Little Falls Dr.
Wilmington, DE 19808

10. UNIROYAL, INC. **LONG ARM SERVICE**
(Via the Louisiana Long Arm Statute)
70 Great Hill Road
Naugatuck, CT 06770

11. INTERNATIONAL PAPER COMPANY
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La 70816

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

ERICA DANDRY CONSTANZA AND	*	CIVIL ACTION
MONICA DANDRY HALLNER	*	
	*	NO.: 2:24-CV-00871
PLAINTIFFS	*	
	*	SECTION: "G" (5)
VERSUS	*	
	*	CHIEF JUDGE NANNETTE
	*	JOLIVETTE BROWN
SPARTA INSURANCE	*	
COMPANY, ET AL.	*	MAGISTRATE JUDGE MICHAEL
	*	NORTH
DEFENDANTS	*	

.....

**HUNTINGTON INGALLS INCORPORATED'S
ANSWER, AFFIRMATIVE DEFENSES, CROSS-CLAIMS,
THIRD PARTY COMPLAINT AND JURY DEMAND**

NOW INTO COURT, through undersigned counsel, comes defendant, Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc., f/k/a Northrop Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.) (hereinafter "Avondale"), who responds to plaintiffs' Petition for Damages (hereinafter "Petition") as follows:

ANSWER TO THE PETITION FOR DAMAGES

I.

The allegations contained in Paragraph 1 of the Petition are denied for lack of sufficient information to justify a belief therein.

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II.

Except to admit that Defendant is a corporation with a registered agent for service of process in Louisiana, the allegations contained in Paragraph 2 of the Petition are denied for lack of sufficient information to justify a belief therein.

III.

The allegations contained in Paragraph 3 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

IV.

The allegations contained in Paragraph 4 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

V.

The allegations contained in Paragraph 5 of the Petition are denied for lack of sufficient information to justify a belief therein.

VI.

The allegations contained in Paragraph 6 are denied.

VII.

The allegations contained in Paragraph 7 of the Petition, including all sub-parts, are denied.

VIII.

The allegations contained in Paragraph 8 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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IX.

The allegations contained in Paragraph 9 of the Petition are denied for lack of sufficient information to justify a belief therein.

X.

The allegations contained in Paragraph 10 of the Petition are denied.

XI.

The allegations contained in Paragraph 11 of the Petition are denied.

XII.

The allegations contained in Paragraph 12 of the Petition are denied.

XIII.

The allegations contained in Paragraph 13 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XIV.

The allegations contained in Paragraph 14 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XV.

The allegations contained in Paragraph 15 of the Petition are denied.

XVI.

The allegations contained in Paragraph 16 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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XVII.

The allegations contained in Paragraph 17 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XVIII.

The allegations contained in Paragraph 18 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XIX.

The allegations contained in Paragraph 19 of the Petition are denied for lack of sufficient information to justify a belief therein.

XX.

The allegations contained in Paragraph 20 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXI.

The allegations contained in Paragraph 21 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXII.

The allegations contained in Paragraph 22 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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XXIII.

The allegations contained in Paragraph 23 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXIV.

The allegations contained in Paragraph 24 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XXV.

The allegations contained in Paragraph 25 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XXVI.

The allegations contained in Paragraph 26 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXVII.

The allegations contained in Paragraph 27 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXVIII.

The allegations contained in Paragraph 28 of the Petition are denied for lack of sufficient information to justify a belief therein.

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XXIX.

The allegations contained in Paragraph 29 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXX.

The allegations contained in Paragraph 30 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXI.

The allegations contained in Paragraph 31 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXII.

The allegations contained in Paragraph 32 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXIII.

The allegations contained in Paragraph 33 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXIX.

The allegations contained in Paragraph 34 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXV.

The allegations contained in Paragraph 35 of the Petition are for lack of sufficient information to justify a belief therein.

XXXVI.

The allegations contained in Paragraph 36 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXVII.

The allegations contained in Paragraph 37 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXVIII.

The allegations contained in Paragraph 38 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XXXIX.

The allegations contained in Paragraph 39 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XL.

The allegations contained in Paragraph 40 of the Petition are denied for lack of sufficient information to justify a belief therein.

XLI.

The allegations contained in Paragraph 41 of the Petition are denied for lack of sufficient information to justify a belief therein.

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XLII.

The allegations contained in Paragraph 42 of the Petition are denied for lack of sufficient information to justify a belief therein.

XLIII.

The allegations contained in Paragraph 43 of the Petition are denied for lack of sufficient information to justify a belief therein.

XLIV.

The allegations contained in Paragraph 44 of the Petition, including all sub-parts, are denied for lack of sufficient information to justify a belief therein.

XLV.

The allegations contained in Paragraph 45 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XLVI.

The allegations contained in Paragraph 46 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XLVII.

The allegations contained in Paragraph 47 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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XLVIII.

The allegations contained in Paragraph 48 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XLIX.

The allegations contained in Paragraph 49 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

L.

The allegations contained in Paragraph 50 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LI.

The allegations contained in Paragraph 51 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LII.

The allegations contained in Paragraph 52 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LIII.

The allegations contained in Paragraph 53 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LIV.

The allegations contained in Paragraph 54 of the Petition, including all sub-parts, are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LV.

The allegations contained in Paragraph 55 of the Petition are denied for lack of sufficient information to justify a belief therein.

LVI.

The allegations contained in Paragraph 56 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LVII.

The allegations contained in Paragraph 57 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LVIII.

The allegations contained in Paragraph 58 of the Petition are denied for lack of sufficient information to justify a belief therein.

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LIX.

The allegations contained in Paragraph 59 of the Petition are denied for lack of sufficient information to justify a belief therein.

LX.

The allegations contained in Paragraph 60 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXI.

The allegations contained in Paragraph 61 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXII.

The allegations contained in Paragraph 62 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXIII.

The allegations contained in Paragraph 63 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXIV.

The allegations contained in Paragraph 64 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXV.

The allegations contained in Paragraph 65 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXVI.

The allegations contained in Paragraph 66 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXVII.

The allegations contained in Paragraph 67 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXVIII.

The allegations contained in Paragraph 68 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXIX.

The allegations contained in Paragraph 69 of the Petition are denied to the extent that they are directed against this Defendant. Furthermore, to the extent plaintiffs are attempting to deprive this Defendant of access to a federal forum, those allegations are without legal effect. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXX.

The allegations contained in Paragraph 70 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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LXXI.

The allegations contained in Paragraph 71 of the Petition, including all sub-parts, are denied. It being specifically denied that plaintiffs are entitled to the relief requested or to any relief whatsoever.

LXXII.

Paragraph 72 of the Petition contains a jury demand. Respondent joins in that demand.

AFFIRMATIVE DEFENSES

AND NOW, FURTHER ANSWERING, defendant, Avondale, asserts the following Affirmative Defenses herein:

FIRST DEFENSE

FURTHER ANSWERING, defendant herein affirmatively denies any and all allegations of fault or other bases of liability on the part of Avondale. Defendant herein specifically denies that it is guilty of wrongdoing with respect to the supervision of Michael P. Dandry, Jr. during his alleged employment at Avondale or with regards to the safety precautions taken on his behalf during that employment.

SECOND DEFENSE

FURTHER ANSWERING, in the alternative, Avondale avers that plaintiffs are barred from prosecuting this action because of Michael P. Dandry, Jr.'s knowledge and assumption of the risks and dangers associated with his employment at Avondale.

THIRD DEFENSE

FURTHER ANSWERING, in the alternative, Avondale herein avers that the alleged injuries complained of herein, if any, were caused by the sole and/or concurrent negligence of

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Michael P. Dandry, Jr. in failing to properly care for his own personal protection and safety and/or utilize safety equipment, thus barring any recovery herein.

FOURTH DEFENSE

FURTHER ANSWERING, in the alternative, if the alleged injuries complained of by plaintiffs herein, if any, are found to have been caused by the acts, omissions, commissions, or conditions of Avondale, then the alleged negligence of Michael P. Dandry, Jr. was a contributing cause of those alleged injuries, thus either barring or diminishing plaintiffs' entitlement to recovery.

FIFTH DEFENSE

FURTHER ANSWERING, in the alternative, and in the event that Avondale is found liable, which liability is specifically denied, defendant avers that it is entitled to a set off of all amounts recovered under the Longshore and Harbor Workers' Compensation Act or, alternatively, the Louisiana Workers' Compensation Act, if any, against any judgment which may be rendered arising out of this litigation.

SIXTH DEFENSE

FURTHER ANSWERING, in the alternative, Avondale pleads that plaintiffs have failed to state a cause of action, as plaintiffs' sole remedy for the alleged injuries complained of herein, if any, is provided for exclusively in the Longshore and Harbor Workers' Compensation Act or, alternatively, the Louisiana Workers' Compensation Act, which bars all allegations herein.

SEVENTH DEFENSE

FURTHER ANSWERING, Avondale avers that the alleged injuries complained of by plaintiffs herein, if any, were caused by the acts, omissions, commissions, or conditions which

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were the responsibility of persons other than Avondale and for whom Avondale has no legal responsibility.

EIGHTH DEFENSE

FURTHER ANSWERING, plaintiffs' injuries and/or damages, if any, were the result of an act of God or unavoidable accident.

NINTH DEFENSE

FURTHER ANSWERING, the cause of action stated by plaintiffs has prescribed or been extinguished in some other manner.

TENTH DEFENSE

FURTHER ANSWERING, the cause of action is barred by the doctrine of accord and satisfaction.

ELEVENTH DEFENSE

FURTHER ANSWERING, the cause of action is barred by the doctrine of *Res Judicata*.

TWELFTH DEFENSE

FURTHER ANSWERING, defendant herein affirmatively pleads that in the event plaintiffs settle with and/or otherwise release any manufacturers, distributors, suppliers, and/or vendors of asbestos-containing products to which plaintiffs claim decedent, Michael P. Dandry, Jr., was exposed, then that settlement and/or release extinguishes Avondale's secondary or derivative strict liability to plaintiffs.

THIRTEENTH DEFENSE

FURTHER ANSWERING, Defendant herein affirmatively pleads that in the event plaintiffs settle with and/or otherwise release any solidary obligors without reserving their right to proceed against the remaining solidary obligors, then the debt to plaintiffs are discharged as to any

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remaining solidary obligors pursuant to La. Civil Code Art. 2203 in effect at the time of the alleged acts and omissions which form the basis of this lawsuit.

FOURTEENTH DEFENSE

FURTHER ANSWERING, Defendant affirmatively pleads that in the event plaintiffs settle with and/or otherwise release any persons or entities, whether named as defendants or not, then defendant is entitled to a credit for the virile share of those settling/released persons or entities.

FIFTEENTH DEFENSE

FURTHER ANSWERING, plaintiffs' claims are barred by the government contractor immunity defense established in *Boyle v. United Technologies Corporation*.

SIXTEENTH DEFENSE

FURTHER ANSWERING, plaintiffs' claims against Avondale are barred by the federal defense of derivative sovereign immunity as set forth in *Yearsley v. W.A. Ross Construction Co.*, 309 U.S. 18 (1940), and its progeny.

SEVENTEENTH DEFENSE

FURTHER ANSWERING, Avondale herein affirmatively pleads that should an agreement or contract govern any claims by or against Avondale, then Avondale reserves its right to enforce any and all arbitration clauses or provisions and specifically does not waive the enforcement of any such clauses or provisions.

EIGHTEENTH DEFENSE

FURTHER ANSWERING, Avondale herein affirmatively pleads that should an agreement or contract govern any claims by or against Avondale, then Avondale reserves its right to enforce any and all clauses or provisions and specifically does not waive the enforcement of any such clauses or provisions.

CROSS-CLAIMS AND THIRD PARTY COMPLAINT

1.

Plaintiffs, Erica Dandry Constanza and Monica Dandry Hallner, have filed a Petition for Damages seeking damages for injuries Michael P. Dandry, Jr. allegedly sustained as a result of his alleged asbestos exposure.

2.

Avondale has been named as a defendant by the Plaintiffs in this case.

3.

Avondale denies any and all liability in this case.

4.

Alternatively, while denying any and all liability, Avondale is entitled to virile share contributions from and/or application of comparative fault of the Cross-Claim and Third Party Defendants for any and all amounts for which it may be cast in judgment and virile share credits or set-offs with respect to all Cross-Claim and Third Party Defendants who may settle Plaintiffs' claims.

5.

Named as **Cross-Claim Defendants** are the following:

- A. Eagle, Inc.;
- B. Bayer CropScience, Inc. (successor to Rhone Poulenc AG Company, f/k/a Amchem Products, Inc., f/k/a Benjamin Foster Company);
- C. Foster Wheeler, LLC (f/k/a Foster Wheeler Corporation);
- D. General Electric Company;
- E. Hopeman Brothers, Inc.;
- F. Taylor-Seidenbach, Inc.;

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- G. Paramount Global (f/k/a Westinghouse Electric Corporation);
- H. International Paper Company (f/k/a U.S. Plywood); and
- I. Uniroyal, Inc.

6.

Avondale adopts herein by reference as though set forth *in extenso* all of the Plaintiffs' allegations against the cross-claim defendants as asserted in Plaintiffs' Petition for Damages, insofar as they assert the fault, negligence, strict liability, and other bases of liability against the cross-claim defendants. Avondale further alleges that Plaintiffs' allegations against the cross-claim defendants are equally applicable to the fault, negligence, strict liability, and other bases for liability against the Third Party Defendants and adopts those allegations and asserts them against the Third Party Defendants as though set forth herein *in extenso* and specifically against the Third Party Defendants. This defendant affirmatively disavows any allegations against the Cross-Claim and Third Party Defendants based on intentional tort.

7.

Made **Third Party Defendants** herein are:

- I. Liberty Mutual Insurance Company as insurer of Wayne Manufacturing Co.; and
- II. The Manville Personal Injury Trust, as successor-in-interest to the Johns-Manville Corporation, a trust organized and existing under the laws of the State of New York and administered through the Claims Resolution Management Corporation, a subsidiary of the Manville Personal Injury Settlement Trust, a company organized and existing under the laws of the Commonwealth of Virginia.

8.

Plaintiffs allege Michael P. Dandry, Jr. contracted mesothelioma from exposure to asbestos from several different sources.

9.

Cross-Claim and Third Party Defendants are allegedly all miners, manufacturers, sellers, distributors, suppliers, installers and/or users of asbestos products, or were insurers of miners, manufacturers, sellers, distributors, suppliers, installers and/or users of asbestos products, and were engaged in or materially participated in the business of manufacturing or facilitating the manufacturing of asbestos products, or representing themselves as manufacturers of asbestos products and/or were commercial suppliers and/or professional vendors of asbestos or asbestos-containing products, which were expected to and did reach the workplaces of Michael P. Dandry, Jr., which caused him to be allegedly exposed to them.

10.

The products mined, manufactured, distributed, supplied, sold, and/or used by the Cross-Claim and Third Party Defendants were defective, unreasonably dangerous, and unreasonably dangerous *per se*. Michael P. Dandry, Jr. was an intended and/or foreseeable user exposed to these products. These defects include, without limitation, the following:

- a. the mining, manufacture, sale, supply, distribution and use of products that are unreasonably dangerous or unreasonably dangerous *per se*;
- b. the mining, manufacture, sale, supply, distribution and use of products that possess inherent and known properties that make them unreasonably dangerous by presenting potential for causing serious injury and death to those who would be exposed to them;
- c. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal, foreseeable use or intended use;
- d. lack of safety instruction or of sufficient safety instruction for eliminating or reducing the health risks associated with the intended ultimate use of these products;
- e. failure to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;

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- f. failure to test or adequately test these products for defects or hazards that they could present to the intended or foreseeable users;
- g. failure to truthfully report or adequately report the results of product testing, and medical studies associated with foreseeable hazards of exposure to these products by intended or foreseeable users, bystanders and others;
- h. failure to properly design these products where the nature of the product did not require use of asbestos mineral or where alternate, equally suitable substances were readily available;
- i. defects in the composition and construction of these products;
- j. failure to recall these products mined, manufactured, sold, supplied and distributed;
- k. failure to properly package these products so that they could be safely transported, handled, stored, or disposed; and
- l. over-warranting the safety of these products that were manufactured, sold or supplied by the Cross-Claim and Third Party Defendants.

11.

The negligence, fault, and defective products of Cross-Claims and Third Party Defendants are the proximate cause of plaintiffs' alleged harm, if any.

12.

Cross-Claim and Third Party Defendants are liable for negligence, fault, strict liability, professional vendor liability, and strict products liability in connection with the manufacturing, distributing, design and/or installation of asbestos-containing products which were defective in design and unreasonably dangerous *per se*, and for failure to warn Michael P. Dandry, Jr. concerning asbestos hazards posed by their products.

13.

Wayne Manufacturing Company was a manufacturer, seller, distributor, supplier and/or user of asbestos-containing products and was engaged in or materially participated in the business

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of manufacturing or facilitating the manufacturing of asbestos-containing products and/or was a commercial supplier and/or professional vendor of asbestos-containing products.

14.

Wayne Manufacturing Company manufactured wallboard sold and/or supplied by Hopeman Brothers, Inc. at Avondale, which product was defective, unreasonably dangerous, and unreasonably dangerous *per se*. Wayne Manufacturing is strictly liable and is negligent as set forth above.

15.

At all material times herein, Liberty Mutual Insurance Company was the liability insurer of Wayne Manufacturing Company, which is now defunct. Liberty Mutual is therefore responsible for the liability of Wayne Manufacturing Company. Defendant hereby asserts a direct action under La. R.S. 22:1269 against Liberty Mutual Insurance Company for the liability of Wayne Manufacturing Company.

16.

Johns-Manville manufactured asbestos-containing Marinite board, which was used by Wayne Manufacturing in its manufacture of the wall board sold and installed by Hopemen Brothers at Avondale, as well as asbestos-containing pipe insulation, asbestos-containing mud, asbestos-containing insulation block, asbestos-containing cloth and other asbestos insulation materials to which Michael P. Dandry, Jr. allegedly was exposed. Johns-Manville is liable for negligence, fault, strict products liability and strict liability in connection with the manufacturing, distributing and design of asbestos-containing products which were defective in design, unreasonably dangerous *per se*, and for failure to warn Michael P. Dandry, Jr. concerning asbestos hazards posed by its products.

21

17.

Johns-Manville was aware or should have been aware of the dangers presented by exposure to its asbestos products and manufacturing premises and that Michael P. Dandry, Jr. could be injured as result of this exposure but negligently failed to institute protective measures and to warn Michael P. Dandry, Jr. of the potential dangers to his health from exposure to asbestos and was negligent in allowing Michael P. Dandry, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Michael P. Dandry, Jr.'s alleged injuries, including his alleged mesothelioma.

18.

As a manufacturer of asbestos products, Johns-Manville knew or should have known that exposing Michael P. Dandry, Jr., and those similarly situated, to asbestos would cause injury, and despite that knowledge, Johns-Manville did not provide proper instructions and/or warnings, for which Johns-Manville is liable pursuant to Louisiana Civil Code article 2315.

19.

In addition to exposures to asbestos from Johns-Manville products used at worksites of Michael P. Dandry, Jr., he was exposed to asbestos from asbestos-containing scrap material generated by the Johns-Manville manufacturing facility in Marrero, Louisiana (and earlier in its Gretna, Louisiana facility), as well as from asbestos generated and released from the Johns-Manville manufacturing facility into the atmosphere of Michael P. Dandry, Jr.'s neighborhood, where he regularly and frequently breathed substantial amounts of asbestos as a result of such operations. The asbestos scrap material was delivered on or near properties where Michael P. Dandry, Jr. resided or spent time, resulting in substantial exposures to Michael P. Dandry, Jr., which were the sole and exclusive proximate cause of the damages alleged by him in this lawsuit.

22

20.

Johns-Manville used raw asbestos at its Marrero facility, including crocidolite, and manufactured asbestos-containing transite pipe and other asbestos-containing materials and products to which Michael P. Dandry, Jr. was exposed. Johns Manville is liable for negligence, fault, strict products liability and strict liability in connection with the manufacture, sale and distribution of asbestos-containing products and waste material from its manufacturing processes at its Marrero facility, which products and material were defective in design and unreasonably dangerous *per se*, and for failure to warn Michael P. Dandry, Jr. concerning the hazards posed by its asbestos products and waste materials.

21.

As a manufacturer of asbestos products, Johns-Manville knew or should have known that exposing Michael P. Dandry, Jr., and those similarly situated, to asbestos would cause injury, and despite that knowledge, Johns-Manville did not provide proper instructions and/or warnings, for which Johns-Manville is liable pursuant to Louisiana Civil Code article 2315.

22.

The Manville Personal Injury Settlement Trust has succeeded to the liabilities of Johns-Manville Corporation, and is the entity subject to claims for contribution or for establishing credits or offsets with respect to the asbestos-related liabilities of Johns-Manville asserted herein. Insofar as Louisiana virile share liability law applies to the claims in this case, then Johns-Manville, by and through its respective trust, is brought into this action for the purpose of having its fault allocated in accordance with same. This third-party claim is being asserted against the Trust in accordance with the Trust Distribution Process (“TDP”) for the sole purpose of listing the Trust on a verdict form or otherwise as necessary to ensure that any verdict reduction in respect of the

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Manville (or Trust) liability share is made pursuant to applicable law. Avondale disclaims any claim for relief beyond that which is provided in the TDP. Further, out of an abundance of caution and insofar as it may be required, Avondale waives any requirement of that the Manville Personal Injury Settlement Trust appear, answer, be subject to discovery as a party, or be subject to default or other trial court process or procedure; and Avondale stipulates that it will not move for a continuance of trial on grounds that the Manville Personal Injury Settlement Trust was not required to appear and answer.

JURY DEMAND

Avondale demands a trial by jury on all facts and issues in this case, including all cross-claims and third party claims.

WHEREFORE, Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc., f/k/a Northrop Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.) prays that its Answer, Affirmative Defenses, Cross-Claims, Third Party Complaint, and Jury Demand be duly served, and that after due proceedings are had that there be judgment herein in favor of Avondale and against Plaintiffs, dismissing Plaintiffs' claims, with prejudice and at Plaintiffs' cost, and in the alternative, Avondale further prays that should it be found at fault and liable to the Plaintiffs, which is denied, that there be further judgment over and against cross-claim and third party defendants for virile share contributions from all cross-claim and third party defendants for any and all amounts owed to Plaintiffs, and for virile share credits or offsets with respect to all entities with whom Plaintiffs have settled or may settle, for all costs of these proceedings, and for all other equitable and legal relief as the nature of the case may permit and as the law may allow.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

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Respectfully submitted,

/s/ Kimmier L. Paul

Brian C. Bossier (#16818) **T.A.**
Edwin A. Ellinghausen, III (#1347)
Christopher T. Grace, III (#26901)
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***Counsel for Huntington Ingalls
Incorporated***

Exhibit B-3

Sample Hoffman Claimants Complaint

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 10935-2024

SECTION 10

DIVISION

CIVIL
DISTRICT COURT

NOV 30 PM 2:07

FILED

ANTHONY J. DITCHARO

VERSUS

UNION PACIFIC RAILROAD COMPANY, ET AL

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES

TO THE HONORABLE CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS,
STATE OF LOUISIANA, AND THE JUDGES THEREOF:

1. Made Petitioner herein is:

ANTHONY J. DITCHARO, an adult resident of the State of Louisiana who resides in
Bossier Parish.

2. Made Defendants herein are:

A. EMPLOYER/PREMISE OWNERS

1. **HUNTINGTON INGALLS, INCORPORATED**
(f/k/a Northrup Grumman Shipbuilding, Inc., f/k/a Northrup Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.)
This defendant is being sued for negligence/employer liability/premise/strict liability.
2. **ENTERGY LOUISIANA, LLC**
This defendant is being sued for negligence/premise/strict liability.
3. **UNION PACIFIC RAILROAD COMPANY**
(f/k/a Southern Pacific Transportation Company)
This defendant is being sued for negligence/employer/premise/strict liability/FELA
4. **WYETH HOLDINGS, LLC**
(f/k/a Wyeth Holdings Corporation. Individually and as successor in interest to American Cyanamid Company)
This defendant is being sued for negligence/premise/strict liability.
5. **PHARMACIA, LLC**
(f/k/a Pharmacia Corporation, f/k/a Monsanto Company, f/k/a Monsanto Chemical Company)
This defendant is being sued for negligence/premise/strict liability.
6. **GENUINE PARTS COMPANY (Individually and d/b/a "NAPA" Branded products)**
This defendant is being sued for negligence/employer/premise/strict liability.

B. SUPPLIER/MANUFACTURER/SELLER/CONTRACTOR DEFENDANTS

7. **ANCO INSULATIONS, INC.**
This Defendant is being sued as a seller/manufacturer/supplier/contractor defendant.
8. **HOPEMAN BROTHERS, INC.**
This Defendant is being sued as a seller/supplier/manufacture/contractor defendant.
9. **LIBERTY MUTUAL INSURANCE COMPANY
(Individually and as insurer of Wayne Manufacturing)**
This Defendant is being sued as a seller/supplier/manufacture/contractor defendant.
10. **INTERNATIONAL PAPER COMPANY
(Individually and as successor by merger to Champion International Corporation and U.S. Plywood)**
This defendant is being sued as a seller/supplier/product/manufacture defendant.
11. **PARAMOUNT GLOBAL (f/k/a Westinghouse Electric Corporation)**
This defendant is being sued as seller/supplier/product/manufacture defendant.
12. **3M COMPANY**
This Defendant is being sued as a seller/manufacture/supplier defendant.
13. **EAGLE, INC.
(f/k/a Eagle Asbestos & Packing Co., Inc., f/k/a Eagle Packing & Equipment Co., Inc.)**
This Defendant is being sued as a seller/manufacture/supplier/contractor defendant.
14. **BAYER CROPSCIENCE, INC.
(successor to Rhone Poulenc AG Company, f/k/a Amchem Products, Inc., f/k/a Benjamin Foster Company)**
This Defendant is being sued as a seller/manufacture/supplier/contractor defendant.
15. **CORBESCO, INC.**
This Defendant is sued as a seller/supplier/product/manufacture/contractor defendant.
16. **FOSTER WHEELER ENERGY CORPORATION**
This Defendant is being sued as a seller/supplier/product/manufacture defendant.
17. **GENERAL ELECTRIC COMPANY**
This defendant is being sued as seller/supplier/product/manufacture defendant.
18. **SENTRY INSURANCE COMPANY
(as insurer for Reilly-Benton Company)**
This defendant is being sued as a seller/supplier/product/manufacture/contractor defendant
19. **TAYLOR-SEIDENBACH, INC.**
A corporation duly organized, created, and existing under and by virtue of the laws of the state of Louisiana, with its principal place of business in New Orleans, Louisiana. This Defendant being sued as a seller/supplier/contractor defendant;

20. **RILEY POWER, INC.**
(f/k/a Babcock Borsig Power, Inc., f/k/a D.B. Riley, Inc., f/k/a Riley Stoker Corporation)
This Defendant is being sued as a seller/supplier/product/manufacture defendant.
21. **UNION CARBIDE CORPORATION**
This defendant is being sued as seller/supplier/product/manufacture defendant.
22. **GOULD PUMPS (IPG), INC.**
This Defendant is sued as a seller/supplier/product/manufacture defendant.
23. **ZURN INDUSTRIES, INC.** (a/k/a and successor-by-merger to Erie City Iron Works and d/b/a "Keystone" branded products)
This defendant is being sued as seller/supplier/product/manufacture defendant.
24. **METROPOLITAN LIFE INSURANCE COMPANY**
This Defendant is sued as a seller/supplier/product/manufacture defendant.
25. **REDCO CORPORATION (f/k/a Crane Co.)**
This defendant is being sued as seller/supplier/product/manufacture defendant.
26. **BURMASTER LAND AND DEVELOPMENT COMPANY, LLC (f/k/a Burmaster Land & Development Company, Inc.)**
This defendant is being sued as a seller/supplier/contractor defendant.
27. **HONEYWELL INTERNATIONAL, INC. (individually and as successor in interest to Allied-Signal, Inc. and The Bendix Corporation)**
This defendant is being sued for negligence/
supplier/product/manufacture

3. Anthony Ditcharo was diagnosed with asbestos-caused mesothelioma on or about August of 2022, which was caused by and a consequence of his exposures to asbestos as set forth herein. As a direct and proximate result of the delictual conduct of the defendants, Plaintiff, Anthony Ditcharo has recently contracted asbestos-caused mesothelioma and has suffered physically, financially, mentally, and emotionally.

4. Orleans Parish is a proper venue for this matter pursuant to La. Stat. Ann. §22:1269B(1) because events, accident or injury occurred or in Orleans Parish. Orleans Parish is a proper venue for this matter pursuant to La. C. Civ. Proc. Art. 74 because Orleans Parish is where wrongful conduct occurred or where the damages were sustained. Additionally, Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42 and 74 because the Defendants Taylor-Seidenbach, Inc. and Eagle, Inc. are domestic corporations licensed to do business in this State and have designated their primary business office and/or primary place of

business in Louisiana as Orleans Parish, and because the exposure of Plaintiff originated in Orleans Parish.

5. Plaintiff is entitled to maintain this action under the terms and provisions of the Federal Employers' Liability Act ("FELA"), under the Federal Boiler Inspection Act, and under the laws of the United States, and the State of Louisiana. This Court may exercise subject matter jurisdiction over this claim and there is no basis for removal of this case to federal court.

6. The Defendants Eagle, Inc. and Taylor-Seidenbach, Inc., are domestic corporations with their registered offices located in Orleans Parish. Plaintiff was exposed to products, distributed and installed by the above-referenced defendant at the work sites listed below. Plaintiff specifically alleges that these products, in combination with other asbestos-containing products, caused his asbestos-related injuries. The actions or inactions of each of the defendants are a proximate cause of Plaintiff's injuries, and, as a result all defendants are jointly and solidarily liable for the damages caused. Each of the defendant contributed with Eagle, Inc. and Taylor-Seidenbach, Inc. to Plaintiff's exposures and each of the defendants is liable in solido to Plaintiff. Thus, venue proper for these defendants is proper for all defendants pursuant to Louisiana code of Civil Procedure articles 42 and 73.

7. The damages sought by the Plaintiff, exclusive of interest and costs, exceed the minimum jurisdictional limits of the court.

8. Plaintiff Anthony Ditcharo was occupationally exposed to injurious levels of asbestos from approximately 1968 through 1979 while employed at the following sites, including, but not limited to the following:

- In the early – mid 1970s employed by Brown & Root as a rigger/pipefitter/laborer at Monsanto in Luling, LA; American Cyanamid in Waggaman, LA; and at Nine Mile Powerhouse in Westwego, LA;
- In approximately 1971 – 1972 as an employee of Genuine Auto Parts;
- At Avondale shipyards in approximately 1973 – 1974 while employed as an insulator/painter;
- In approximately 1975 an operator/laborer at Johns-Manville in Marrero;
- In approximately 1976-1979 as a clerk/yardman for Union Pacific Railroad;

While the Plaintiff used, handled, and/or was in the vicinity of others using or handling asbestos or asbestos containing products at these sites, dangerously high levels of asbestos fibers escaped into the ambient air of the workplace, resulting in Mr. Ditcharo breathing those fibers.

9. In addition to his occupational exposures to asbestos, Mr. Ditcharo worked as a shade tree mechanic and performed brake jobs, changed clutches and gaskets, and performed other general mechanic work for his own vehicles, and family and friends' vehicles, resulting in his exposure to injurious levels of asbestos exposure. Mr. Ditcharo purchased these asbestos containing products at automotive stores in the New Orleans area, including Genuine Auto Parts.

10. In connection with the Plaintiff's work at the sites identified above, from approximately 1968 through 1979, the Plaintiff suffered exposures to asbestos and asbestos-containing products designed, manufactured, sold, supplied, used and/or maintained at these sites by the Defendants.

11. Before and during Anthony Ditcharo's exposure periods, each of the defendants designed, tested, evaluated, manufactured, packaged, furnished, stored, handled, transported, installed, used, supplied and/or sold asbestos-containing products for use at, including but not limited to, each of the facilities listed above from which the Plaintiff was exposed to asbestos-containing products, materials, insulation, and products that contained fibrous, incombustible, chemical-resistant mineral substances commonly called "asbestos".

12. When inhaled or otherwise ingested, asbestos causes irreparable and progressive lung damage that can manifest itself as asbestos-related pleural disease, asbestosis, lung cancer, mesothelioma, pulmonary and bronchogenic carcinoma, gastrointestinal cancer, cardiac problems, other lung diseases, pneumoconiosis, and various other injuries.

13. Each of the defendants knew or should have known through industry and medical studies, the existence of which was unknown to the Plaintiff of the health hazards inherent in the asbestos-containing products they were selling and/or using. Instead of warning the Plaintiff, and the general public about these dangers, the defendants ignored or concealed such information, or condoned such concealment, in order to sell or use asbestos or asbestos-containing products to avoid litigation by those who were injured from asbestos inhalation.

14. As a direct and proximate result of having inhaled, ingested, or otherwise been exposed to asbestos as described above, Anthony Ditcharo contracted asbestos-caused mesothelioma. Mr. Ditcharo was diagnosed with mesothelioma on or about August 2022. The cause of Mr. Ditcharo's mesothelioma was his asbestos exposures.

15. Because of the latency period between exposures to asbestos and the onset of cancer, and because of the concealment by some defendants of the causes and effects of exposures to asbestos, the Plaintiff did not know nor could he have reasonably known that his injuries were caused by his asbestos exposures until recently, which occurred less than one year prior to the filing of the instant Petition for Damages. Further, Plaintiff only recently discovered his injuries, not more than one year preceding the filing of this Original Petition for Damages.

16. In connection with his own work at the aforementioned job sites, the Plaintiff was exposed to and inhaled or otherwise ingested significant quantities of asbestos, having neither knowledge or reason to believe that asbestos was dangerous.

GENERAL NEGLIGENCE ALLEGATIONS

17. On information and belief, all of the Defendants identified above were responsible to provide Plaintiff with warnings concerning hazardous conditions at their sites and/or their use of hazardous materials, and generally to provide Plaintiff with safe premises in order to protect life health, safety, and welfare of Plaintiff, and had the following responsibilities:

A. Inspection, approval, and supervision of these various premises for hazards and vices that may present a hazard to Plaintiff;

B. To see that proper safety rules were adopted, promulgated, and enforced concerning the use and handling of hazardous materials that may present harm to people on the premises;

C. To see that workers performed their duties pertaining to their work in a proper, safe and workmanlike manner so as not to present an unreasonable risk of harm to the workers, as well as Plaintiff;

D. To see that the Defendants and their employees used safe and sound principles and practices in their work involving the use and storage of hazardous materials;

E. To make health and hygiene decisions on any and all questions regarding the use of respiratory protection devices involving the use and storage of hazardous materials;

F. To keep abreast of state-of-the-art-knowledge, as it pertains to the dangers of asbestos inhalation, involving the use and storage of hazardous materials;

G. To provide adequate warnings, safety equipment, ventilation, and breathing apparatus, where such was unnecessary, in order to prevent Plaintiff from being harmed by exposure to asbestos in the environment in which he was requires to be present;

H. To make certain that Plaintiff was provided safe environment, free from excess asbestos dust inhalation and operations free from excess asbestos dust;

I. To comply with applicable state and federal regulations regulating exposure to asbestos, including but not limited to, those regulations regulating exposure to asbestos, including but not limited to, those regulations promulgated by the U.S. Department of Labor pursuant to the Walsh/Healy Act and Occupational Safety and Health Act.

18. Not only did defendants have the duties and responsibilities set forth in the foregoing paragraph, but they did actually undertake on an operational basis to perform said duties and fulfill said responsibilities, and they negligently failed to carry out those undertakings and assumed duties in the manner asserted in the paragraph below, and on information and belief, Defendants knew of the dust laden atmosphere in which Plaintiff were required to enter, and work, which was damaging and dangerous to Plaintiff, and each knew or should have known of the dangers to Plaintiff's health posed by working in an atmosphere polluted with asbestos dust without proper protection or warnings. Plaintiff alleges that these defendants knew or should have known that the mesothelioma sustained by Plaintiff could have been avoided by the use of adequate ventilation, warnings, packaging and safety equipment.

19. On information and belief, Defendants negligently failed in the performance of their responsibilities and/or actual undertakings to provide Plaintiff with safe premises and operations in the following particulars:

A. Failing to properly ventilate the area in which Plaintiff were required to enter in connection with his work;

B. Failing to warn or provide proper safety appliances, including but not limited to respirators, air-fed hoods, etc. for Plaintiff's use;

C. Failure to institute safety procedures and plans for the adequate protection of Plaintiff;

D. Failing to warn Plaintiff of the dangers posed by the polluted atmosphere in which he were required to work including, but not limited to the risk of asbestosis, pleural disease, lung cancer, lung cancer, mesothelioma, other cancers, and the carcinogenic effect of the risk of lung cancer/mesothelioma caused by asbestos exposure to persons with pre-existing smoking habits from the handling and use of asbestos;

E. Failing to enforce applicable safety rules after such rules were actually adopted;

F. Failing to keep abreast of the scientific and engineering knowledge regarding the dangers of, and protection against, the occupational exposure to asbestos;

G. Failing to properly supervise operations;

H. Commencing and continuation of operations which were under their control and supervision when they knew or should have known that such operations cause Plaintiff to be exposed to asbestos dust, without protections;

I. Failing to abide by applicable state and federal regulations regulating the premises' exposure to asbestos, including but not limited to, those regulations promulgated by the U. S. Department of Labor, pursuant to the Walsh/Healy Act and the Occupational Safety and Health Act;

J. Failing to measure the levels of asbestos dust in the premises working environment.

20. The negligence of these defendants was a substantial factor and contributed in causing damages to Plaintiff.

FELA & BOILER INSPECTION ACT CLAIMS
AS TO UNION PACIFIC CORPORATION

21. Plaintiff is entitled to maintain this action under the terms and provisions of the Federal Employers' Liability Act ("FELA"), under the Federal Boiler Inspection Act, and under the laws of the United States, and the State of Louisiana. This Court may exercise subject matter jurisdiction over this claim and there is no basis for removal of this case to federal court.

22. Plaintiff was employed by Union Pacific Railroad Company beginning in approximately 1976 as a yardman and clerk at Avondale Louisiana and West Bank Tower. While employed by Union Pacific Railroad Company, Plaintiff worked with and in the vicinity of others working with asbestos brake pads, machinery, steam insulation, asbestos containing cargo including but not limited to bags of raw asbestos fibers, asbestos block, asbestos pipe insulation, and asbestos gaskets. As a result, plaintiff was exposed to asbestos and subsequently developed mesothelioma.

23. At all times material herein, all or part of Plaintiff's duties as an employee of Union Pacific Railroad Company were in furtherance of interstate commerce of in work directly, closely, and substantially affecting interstate commerce as defined. The Federal Employer's Liability Act grants this Court jurisdiction over this action.

24. Plaintiff's injuries are due in whole or in part to the negligence of Union Pacific Railroad Company and associated agents, servants employees, from failure to provide a reasonably safe work place, failure to warn, failure to provide protective apparel, equipment, showers, clothing,

respirators, failure to utilize reasonable safety measures including but not limited to warnings, identification, ventilation, concealment and segregation from carcinogenic materials such as asbestos.

25. During the course and scope of his employment with Union Pacific Railroad Company, Plaintiff was engaged in interstate commerce as a common carrier by rail, and a all or part of the duties of the Plaintiff were in furtherance of and did closely, directly, and substantially affect interstate commerce, therefore the rights and liabilities are governed by the Federal Employer's Liability Act which grants this Court jurisdiction over this action. During the course and scope of his employment Plaintiff was engaged with railroad defendant, where he was required and caused to work with, and in the vicinity of others working with asbestos, which Plaintiff breathed.

26. The Railroad defendant is guilty of the following acts or omissions, in violation of the Federal Employer's Liability Act, which contributed to and caused Plaintiff's mesothelioma:

- a. Failing to provide a safe work place;
- b. Failing to test and determine the hazardous nature of the products and requiring employees to work with same;
- c. Failing to formulate and use a method of handling asbestos and asbestos products ad thus exposing plaintiff to high concentrations of toxic dust;
- d. Failing to exercise reasonable care in publishing and enforcing a safety plan and method of handling hazardous products;
- e. Failing to provide employees with adequate protective clothing, mask, tools, equipment, and ventilation;
- f. Failing to properly supervise, train, educate, and monitor employees working with and around hazardous materials such as asbestos;
- g. Failing to provide a reasonably safe and suitable workplace free from toxic fumes and asbestos dust;
- h. Failing to inspect warehouses and rail cars to ascertain any contamination by toxic dust and fibers.

27. As a direct and proximate result, in whole or in part, of one or more of the above or below negligent acts or omissions on the part of the Railroad defendant, plaintiff suffered exposures to asbestos which resulted in his mesothelioma.

28. The Federal Employers Liability Act (FELA), codified at 45 U.S.C.S. § 51-60, governs the right of railroad employees injured, sickened or killed in the course of their employment through an employer's negligence to sue the employer for damages. 45 U.S.C. § 51 (2006). By assertion of Congress, FELA claims are not removable. 28 U.S.C. § 1445(a) (prohibiting removal of any civil action based on 45 U.S.C. §§ 51-60); *Burnett v. N.Y. Cent. R.R. Co.*, 380 U.S. 424, 434 (1965) ("Congress, in . . . prohibiting removal of FELA cases to federal courts, has sought to protect the plaintiff's right to bring an FELA action in a state court."); *LaDuke v. Burlington Northern R. Co.*, 879 F.2d 1556, 1561 & n.9 (7th Cir. 1989); *Gamble v. Central of Ga. Ry. Co.*, 486 F.2d 781 (5th Cir. 1973)(noting that "Congress has unequivocally declared that in FELA suits filed in state courts, the federal courts are without jurisdiction to proceed in the matter until the cause has run its course at the state level." *Id.* at 785 (overruled on other grounds).

**NEGLIGENCE AND STRICT LIABILITY AGAINST
MANUFACTURER/SELLER/SUPPLIER/CONTRACTOR DEFENDANTS**

29. The Defendants identified above as manufacturers, sellers, contractors and/or suppliers of asbestos products were engaged in or materially participated in the business of manufacturing, or assisted in the manufacturing, or facilitating the manufacturing of asbestos products, or representing themselves as manufacturers of asbestos products, or are professional vendors of asbestos or asbestos-containing products, or as a contractor, which were expected to and did reach the Plaintiff's job site(s) where he was exposed to them.

30. The products manufactured, distributed, supplied, sold and/or used by these defendants were defective, and unreasonably dangerous per se to Petitioner who was an intended and foreseeable user and bystander that was exposed to these products. These defects include, without limitation, the following:

- A. the manufacture, sale, supply and use of products that are unreasonably dangerous, or unreasonably dangerous per se;
- B. manufacture, sale, supply and use of products that possess inherent and known properties that make them unreasonably dangerous by presenting high potential for causing serious injury, such as respiratory disease, cancer, and other health problems to those who would be foreseeably exposed to them in the Plaintiff;
- C. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal foreseeable use or intended use;

- D. lack of safety instructions or of sufficient safety instructions for eliminating or reducing the health risks associated with the intended use of these products;
- E. failure of defendants to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;
- F. failure to test or adequately test these products for defects or hazards that they could present to the intended or foreseeable users;
- G. failure to truthfully report or adequately report the results of product testing, and medical studies associated with foreseeable hazards of these products by intended or foreseeable users;
- H. failure to properly design these products where the nature of the product did not require use of asbestos mineral or where alternate, equally suitable substances were readily available;
- I. defects in the composition and construction of these products;
- J. failure to recall these products manufactured, sold and supplied;
- K. failure to properly package these products so that they could be safely transported, handled, stored or disposed of;
- L. over-warranting the safety of these products;
- M. are liable to Plaintiff in strict liability for things in their guard, possession, custody or control, pursuant to article 2317 of the Louisiana Civil Code that have caused harm to Plaintiff.

31. The defective conditions of defendants' products and fault, as noted above, are a cause of Plaintiff's injuries and damages complained of herein.

32. Plaintiff also alleges that each and every one of the foregoing defendants were also negligent in engaging in the substandard conduct enumerated above and that this negligence was also a proximate cause of Plaintiff's injuries.

**STRICT LIABILITY AND NEGLIGENCE OF CERTAIN
EMPLOYER/PREMISE DEFENDANTS**

33. Pursuant to La. Civil Code Article 2317, Plaintiff alleges a claim for strict liability and negligence against certain Employer/Premise Defendants: Plaintiff alleges strict premise liability against these Defendants for failing to provide Plaintiff with a safe place in which to work free from hazards of asbestos, which failure was a proximate cause of the Plaintiff's injuries.

34. The premises within which the Plaintiff worked and was exposed to asbestos, were owned by and in the custody of these certain Employer/Premise Defendants and were unreasonably dangerous due to presence and use of asbestos and asbestos-containing products with little or no precautions taken to minimize the risk of exposure and absolutely no warning of that risk. This unreasonably dangerous condition was a direct and proximate cause of the Plaintiff's injuries set forth herein.

35. These employer/premise Defendants negligently, recklessly, willfully and/or because of gross and wanton negligence, fault, or strict liability, failed to properly discharge its duties to the Plaintiff in the following particulars.

- A. Failure to provide Plaintiff with a safe place to work;
 - B. Failure to provide the Plaintiff with adequate engineering or industrial hygiene measures to control the level of exposures to asbestos, including but not limited to local exhaust, general ventilation, respiratory protection, segregation of work involving asbestos, use of wet methods to reduce the release of asbestos into the ambient air, medical monitoring air monitoring, and procedures to prevent the Plaintiff from being exposed to and breathing asbestos; and
 - C. Failure to inform or warn the Plaintiff of the hazards of asbestos exposure.
- These specific acts of fault were a substantial contributing factor of the Plaintiff's injuries.

STRICT LIABILITY AND NEGLIGENCE OF PREMISE OWNERS

36. The Premise Defendants identified above, are liable for Plaintiff's injuries caused by their fault, in the form of strict liability and/or negligence as detailed herein, and in failing to provide Plaintiff with a safe place to work free from the dangers of respirable asbestos-containing dust.

37. The defendants are liable to the Plaintiff for the damages described in this Petition for the damages described in this Petition for the following acts of negligence while Plaintiff was working within their respective work sites:

- A. Failing to provide respiratory protection to the Plaintiff;
- B. Failing to provide safety equipment to Plaintiff;
- C. Failure to provide general ventilation in Plaintiff's work areas;
- D. Failing to provide local exhaust in Plaintiff's work areas;
- E. Failing to provide air free from airborne asbestos fibers in Plaintiff's areas;

- F. Failing to provide Plaintiff with proper medical monitoring;
- G. Failing to educate Plaintiff of the hazards of asbestos;
- H. Failing to post warning or caution signs regarding the hazards of asbestos;
- I. Failing to implement wet methods to control the level of airborne asbestos fibers in Plaintiff's work areas;
- J. Failing to implement the use of asbestos-free materials; and
- K. Inducing Plaintiff to work in areas polluted with respirable asbestos fibers.

38. As a direct result of the aforementioned acts, Plaintiff inhaled and otherwise ingested asbestos fibers from the asbestos and asbestos-containing products present within his work sites listed above, and as a direct result, Plaintiff suffered injuries complained herein.

39. During the course of the Plaintiff work, Plaintiff was exposed to asbestos and/or asbestos containing products, which were in the care, control and custody of these defendants. Because of the extreme hazard it poses to humans, asbestos constitutes a defect or vice in the products to which Plaintiff was exposed, which defect or vice was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Petitioner in accordance with Louisiana Civil Code article 2315 and 2317.

40. During the course of the Plaintiff work, Plaintiff was exposed to asbestos released from these premises, which release was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Plaintiff in accordance with, but not limited to, Louisiana Civil Code article 2315, former Louisiana Civil Code articles 660 and 669, and *Langlois v. Allied Chemical Corp*, 249 So.2d 133 (La. 1971).

41. The premises owner defendants knew or should have known that asbestos posed a hazard to humans and that there were specific engineering and industrial hygiene controls that could help reduce the levels of airborne asbestos fibers, nonetheless failed or suppressed, through silence, neglect or inaction, the truth regarding asbestos to Plaintiff so as to obtain an unjust advantage for themselves over and at expense of Plaintiff or to cause loss or inconvenience to Plaintiff. This action or inaction by the defendants was a direct and proximate cause of the damages described herein.

INSURANCE COVERAGE

42. Plaintiff avers that Sentry Insurance Company issued policies of insurance to Reilly-Benton Company that provided coverage for the causes of action asserted by plaintiff. Plaintiff

avers that Liberty Mutual Insurance Company issued policies of insurance to Wayne Manufacturing that provided coverage for the causes of action asserted by plaintiff.

43. As such, Sentry Insurance Company and Liberty Mutual Insurance Company, are liable for the damages alleged in this Petition individually, jointly and *in solido*.

**CONSPIRACY ALLEGATIONS AGAINST
METROPOLITAN LIFE INSURANCE COMPANY**

44. METROPOLITAN LIFE INSURANCE COMPANY ("MetLife"), is a foreign insurance company domiciled in New York, and licensed to do or doing business in the State of Louisiana, and subject to jurisdiction in this Honorable Court, which may be served through its agent for service of process: Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809, which knowingly agreed, contrived, combined, confederated and conspired with other entities, including Johns-Manville, to cause Plaintiff's injury, disease and illness by exposing Plaintiff to harmful and dangerous asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products, which directly expose worker like Plaintiff, which contaminate the clothing of the worker, which subsequently expose the innocent at off site locations. Defendant and other entities further knowingly agreed, contrived, combined, confederated and conspired to deprive Plaintiff and fellow Johns-Manville workers of the opportunity of informed free choice as to whether to use said asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products or to expose him/her to said dangers. In this connection, Plaintiff has sued MetLife in its capacity as a co-conspirator with asbestos companies to suppress and distort information provided to workers, doctors and the scientific community about the hazards of asbestos. Defendant committed the above-described wrongs by willfully misrepresenting and suppressing the truth as to the risks and dangers associated with the use of and exposure to Defendant's and/or co-conspirators asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

45. In furtherance of said conspiracy, Defendant MetLife, performed the following overt acts:

A. For many decades, Defendant MetLife, individually, jointly, and in solido, in conspiracy with other entities, has been in possession of medical and scientific data, literature and test reports that clearly indicated that the inhalation of asbestos dust and fibers resulting

from the ordinary and foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic and potentially deadly;

B. Despite the medical and scientific data, literature and test reports possessed by and available to Defendant MetLife individually, jointly, and in solido, in conspiracy with other entities, fraudulently, willfully and maliciously:

(1) Withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases from Plaintiff and workers who were using and being exposed to Defendants' asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products;

(2) Caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases, which Defendant knew were incorrect, incomplete, outdated and misleading; and

(3) Distorted the results of medical examinations conducted upon Plaintiff and/or Johns-Manville workers (or persons in the surrounding neighborhood to a JM plant) such as Plaintiff, who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm to which Plaintiff and workers/persons such as Plaintiff, have suffered.

C. In addition, MetLife contrived, combined, confederated and conspired through a series of industry trade meetings and the creation of organizations such as the Air Hygiene Foundation (later the Industrial Hygiene Foundation) to establish authoritative standards for the control of industrial dusts which would act as a defense in personal injury lawsuits, despite knowing that compliance with such standards would not protect workers/persons such as Plaintiff from contracting an asbestos disease or cancer.

D. In furtherance of said conspiracies, MetLife and/or its co-conspirators

contributed to cause the establishment of a Threshold Limit Value for asbestos exposure, and contributed to the maintenance of such Threshold Limit Value despite evidence that this supposed "safe" level of exposure to asbestos would not protect the health of workers/persons such as Plaintiff even if complied with.

E. As the direct and proximate result of the false and fraudulent representations, omissions and concealments set forth above, MetLife, individually, jointly, in solido, and in conspiracy with others, intended to induce the Plaintiff and/or workers to rely upon said false and fraudulent representations, omissions and concealments, to continue to be exposed to the dangers inherent in the use of and exposure to asbestos-containing products, and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and/or products which caused the release of respirable asbestos fibers.

46. MetLife individually, and as members of a conspiracy, and as agents of other co-conspirators was in a position of superior knowledge regarding the health hazards of asbestos and therefore the Plaintiff and others deciding to use said asbestos-containing products (or reside in close proximity to a co-conspirator's facility or otherwise breathe asbestos dust attributable to a co-conspirator) to which Plaintiff was exposed had a right to rely and did rely on the published reports commissioned by the Defendant regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

47. As a direct and proximate result of Defendant's intentional publication of deceptive and misleading medical data and information, as described in the preceding paragraphs, upon which data the Plaintiff (or index worker) reasonably relied, the Defendant caused asbestos and asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products to be used by or near Plaintiff and Plaintiff inhaled or otherwise ingested hazardous asbestos dust, and/or will inhale or ingest hazardous asbestos dust, resulting in injuries.

48. Additionally and alternatively, as a direct and proximate result of MetLife's actions and omissions as described above, the Plaintiff (or index worker) was caused to remain ignorant concerning the danger of human exposure to asbestos, resulting in damage to the Plaintiff by depriving the Plaintiff and workers/persons such as Plaintiff, of opportunities to be aware of the hazards of asbestos exposure, and thus the opportunity to take proper safety precautions and/or

avoid exposure to asbestos dust. Because of this ignorance on the part of the Plaintiff, Defendant's failure to warn, Defendant's concealment from the Plaintiff (or index worker) of the alteration of published test results, and the actions and omissions and concerted design and conspiracy of MetLife and others, all as described above, the Plaintiff was environmentally and/or occupationally exposed to asbestos and asbestos-containing products and/or machinery containing or calling for the use of asbestos and/or asbestos-containing products used at his/her or the index worker's places of employment and/or in his/her neighborhood, and has inhaled or otherwise ingested hazardous asbestos dust resulting in the development of mesothelioma.

49. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of the Defendant METROPOLITAN LIFE INSURANCE COMPANY, the Plaintiff was exposed to and inhaled, ingested or otherwise absorbed asbestos fiber causing Plaintiff to develop an asbestos disease, which ultimately led or will lead to death and to incur and sustain damages as identified and pled in this and all other petitions for damages.

DAMAGES

50. The conduct of Defendants, as alleged hereinabove, was a direct, proximate and producing cause of the damages resulting from asbestos-caused mesothelioma of the Petitioner, and of the following general and special damages including:

- A. The conscious physical pain and suffering and mental anguish sustained by Petitioner (past, present and future);
- B. The disfigurement suffered by Petitioner;
- C. The physical impairment suffered by Petitioner (past, present and future);
- D. Reasonable and necessary medical expenses incurred by Petitioner;
- E. All past, present and future lost earnings and loss of earning capacity;
- F. Loss of quality of life;
- G. All forms of relief or categories of damages allowed by Louisiana law for survival claims, against parties the law allows such claims to be alleged against, with interest from the date of injury until paid, plus costs of these proceedings.

51. Plaintiff demands a trial by jury on all issues.

WHEREFORE, Petitioner demands judgment against the Defendants, and each of them, jointly, severally and/or in solido for all damages, for their costs expended herein, for judicial


interest from the date of judicial demand, and for such other and further relief, both at law and in equity, to which Petitioner may show himself justly entitled.

Respectfully submitted,

BOLING LAW FIRM, LLC



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Caroline Boling (Bar No. 34494)
Benjamin Rumph (Bar No. 37851)
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ATTORNEYS FOR PETITIONERS

A TRUE COPY

DEPUTY CLERK CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA

**PLEASE SERVE THE FOLLOWING DEFENDANTS WITH A COPY OF PLAINTIFF'S
PETITION FOR DAMAGES:**

1. ANCO INSULATIONS, INC
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

2. FOSTER WHEELER ENERGY CORPORATION
Through its agent for service:
United Agent Group, Inc.
1070-B West Causeway Approach
Mandeville, LA 70471

3. GENERAL ELECTRIC COMPANY
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

4. GOULDS PUMPS (IPG), INC.
Through its agent for service:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

5. RILEY POWER, INC.
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

6. SENTRY INSURANCE COMPANY
Through its agent for service:
Louisiana Secretary of State
8585 Archives Ave.
New Orleans, LA 70125

7. TAYLOR-SEIDENBACH, INC.
Through its agent for service:
Hal Shepard
731 South Scott St.
New Orleans, LA 70119

8. ZURN INDUSTRIES, INC.
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

9. UNION CARBIDE CORPORATION
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

10. METROPOLITAN LIFE INSURANCE COMPANY
Through the Louisiana Secretary of State:
8585 Archives Avenue
Baton Rouge, LA 70809

11. INTERNATIONAL PAPER COMPANY
(individually and as successor by merger to Champion International Corporation and U.S. Plywood)
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

12. HOPEMAN BROTHERS, INC. **LONG ARM SERVICE**
AWH Corporation
435 Essex Ave., Suite 101
Waynesboro, Virginia 22980

13. LIBERTY MUTUAL INSURANCE COMPANY
(as insurer for Wayne Manufacturing)
Through its agent for service:
Louisiana Secretary of State
8585 Archives Ave.
Baton Rouge, LA 70809

14. HUNTINGTON INGALLS INCORPORATED
(f/k/a Northrup Grumman Shipbuilding, Inc., f/k/a Northrup Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.)
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

15. ENTERGY LOUISIANA, LLC
Through its agent for service
John A. Braymer
446 North Blvd.
Baton Rouge, LA 70802

16. 3M COMPANY
Through its agent for service:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

17. BAYER CROPSCIENE, INC. **LONG ARM SERVICE**
Corporation Service Company
80 State Street
Albany, New York 12207

18. Eagle, Inc.
Through its agent for service:
Susan B. Kohn
1100 Poydras St.
New Orleans, LA 70163

19. UNION PACIFIC RAILROAD COMPANY
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

20. WYETH HOLDINGS LLC
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

21. PHARMACIA LLC
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

22. REDCO CORPORATION
(Pursuant to the Louisiana Long Arm Statute)
Through its agent for service:
100 First Stamford Place
Stamford, CT 06902

23. BURMASTER LAND & DEVELOPMENT COMPANY, LLC
Through its agent for service:
A.J. Burmaster
7033 Edgewater Dr.
Mandeville, LA 70471

24. GENUINE PARTS COMPANY
Through its agent for service:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

25. HONEYWELL INTERNATIONAL, INC.
Through its agent for service:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

26. PARAMOUNT GLOBAL
Through its agent for service:
Corporation Service Company
501 Louisiana Ave.
Baton Rouge, LA 70802

27. CORBESCO, INC.

Through its agent for service:

Kevin J. Webb

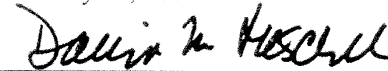
1261 West Causeway Approach, Suite 200

Mandeville, LA 70471

Exhibit C

By-Laws

Certified to be a true and correct copy of the
By-Laws of the Hopeman Brothers Merger,
Inc., adopted by the Board of Directors on
January 30, 2007



David M. Lascell
Secretary

BY-LAWS

OF

HOPEMAN BROTHERS MERGER, INC.

ARTICLE I.
SHAREHOLDERS

Section 1. *Annual Meeting.* The annual meeting of shareholders, after the year 2006, shall be held on the 15th day of March of each year, if not a legal holiday, and if a legal holiday, then on the next business day following, or on such date and at such time as may be fixed by the Board of Directors. At the meeting the shareholders shall elect a board of directors by a plurality vote and transact such other business as may properly be brought before the meeting.

Section 2. *Special Meetings.* Special meetings of shareholders may be held at any time in the interval between annual meetings. Special meetings may be called by the President, or by the Chairman of the Board of Directors, or by request of a majority of the Board of Directors, or by the Secretary upon the written request of the holders of not less than twenty percent (20%) of the shares outstanding and entitled to vote at the meeting, which written request shall state the purpose or purposes of the meeting and the matters proposed to be acted on thereat. At the special meeting no business shall be acted upon which is not related to the purpose or purposes stated in the notice of the meeting. In the event that a special meeting of shareholders is called by the Secretary upon such written request, such requesting shareholders shall pay the reasonably estimated costs of preparing and mailing notices of such meeting. Nothing contained herein shall limit the right and power of directors or shareholders to require a special meeting for the election of directors pursuant to Section 655 of the Stock Corporation Act.

Section 3. *Place of Meetings.* Each meeting of shareholders shall be held at the principal office of the Corporation or at such other place within or without the State of Virginia as the Board of Directors may from time to time determine.

Section 4. *Notice of Meetings.* Written notice of the date, time and place of each meeting of shareholders, indicating that it is being issued by or at the direction of the person or persons

calling the meeting, shall be given personally or by mail (as hereinafter provided), not less than ten (10) days nor more than sixty (60) days before the date fixed for the meeting, to each shareholder entitled to vote at the meeting. In the case of each special meeting of shareholders, such notice shall also state the purpose or purposes of the meeting, and at the special meeting no business shall be acted upon which is not related to the purpose or purposes stated in the notice of the meeting. Each notice of meeting of shareholders shall be given to a shareholder by delivering it to him in person, or by placing it in the United States mail, first-class postage prepaid and addressed to him at his address as it appears on the books of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which event it shall be mailed to the address designated in such request. Notice of meeting as required by this Section need not be given to any shareholder who submits, in person or by proxy, whether before or after the meeting, a signed waiver of notice. The attendance, in person or by proxy, of any shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice to him of such meeting, shall constitute a waiver of notice by him. No notice of an adjourned meeting of shareholders need be given unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 5. Record Dates. For the purpose of determining the shareholders entitled to notice of or to vote at a meeting of shareholders or any adjournment thereof, the Board of Directors may fix a date of record which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. For the purpose of determining shareholders entitled to express consent to or dissent from any proposal without a meeting, or for determining shareholders entitled to receive payment of a dividend or the allotment of any rights, or for any other action, the Board of Directors may fix a date of record which shall not be more than sixty (60) days prior to such action.

Section 6. Quorum. At each meeting of shareholders, in order to constitute a quorum there shall be present in person or represented by proxy shareholders holding a majority in number of the shares of the Corporation outstanding and entitled to vote thereat; but if there is no quorum, the holders of such shares so present or represented may by majority vote adjourn the meeting from time to time (but not for a period of more than thirty (30) days at any one time) without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjournment at which a quorum shall attend, any business may be transacted which might have been transacted at the meeting as originally called. When a quorum is once present, it is not broken by the subsequent withdrawal of any shareholder.

Section 7. Voting. At each meeting of shareholders, each shareholder entitled to vote thereat may vote in person or by proxy, and shall have one vote for each share standing in his name on the books of the Corporation. Upon demand of one or more shareholders holding in the aggregate ten percent (10%) of the shares present in person or represented by proxy and entitled to vote at the meeting, voting shall be by ballot. A plurality of the votes cast shall be sufficient to elect directors, and a majority of votes cast shall be sufficient to take any other action, except as may otherwise be provided by these By-Laws.

Section 8. Shareholder List. A complete list of the shareholders entitled to vote at the ensuing election, arranged in alphabetical order, with the address of each, and the number of voting

shares held by each, shall be prepared by the secretary and filed in the office where the election is to be held, at least ten (10) days before every election, and shall at all times, during the usual hours for business, and during the whole time of said election, be open to the examination of any shareholder.

Section 9. Proxies. Every proxy shall be in writing and subscribed by the shareholder giving the same, or his duly authorized attorney, and dated. Proxies may be submitted by hand, facsimile, telegram, electronic delivery or mail. No proxy which is dated more than eleven (11) months before the meeting at which it is offered shall be accepted, unless such proxy shall, on its face, name a longer period for which it is to remain in force.

Section 10. Conduct of Meetings. Each meeting of shareholders shall be presided over by the President of the Corporation or, in his absence, by the Chairman of the Board (if any) or, in the absence of both of them, by an Executive Vice President (if any) or, in the absence of all such officers, by a chairman chosen at the meeting. The Secretary of the Corporation or, in his absence, a person chosen by the chairman of the meeting, shall act as secretary of the meeting.

Section 11. Action Without a Meeting. Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all shares, all in accordance with Section 657 of the Stock Corporation Act. The Corporation shall promptly provide written notice to any shareholder who does not consent in writing to the action taken. Such written consent shall have the same effect as a vote of the shareholders entitled to vote thereon.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Election and Powers. The Board of Directors shall have the management and control of the business and affairs of the Corporation. The directors shall be elected by the shareholders entitled to vote thereon at each annual meeting of shareholders, and each director shall serve until his successor is duly elected or appointed and qualifies, unless his directorship shall be earlier vacated by his death, resignation or removal as provided by this Article.

Section 2. Number. The number of directors constituting the entire Board of Directors shall be such number as shall be designated in the Articles of Incorporation or as amended, from time to time, by the shareholders or by a majority vote of the entire Board. As used in these By-Laws, the term "entire Board" shall mean the total number of directors which the Corporation would have if there were no vacancies.

Section 3. Vacancies. Vacancies on the Board of Directors (including any vacancies resulting from an increase in the number of directors) created for any reason except the removal of one or more directors by the shareholders, may be filled by vote of the Board of Directors. If the number of directors then in office is less than a quorum, such vacancies may be filled by a majority vote of the directors then in office. A successor director elected under this Section shall hold office for the unexpired portion of the term of the director whose place was vacated. In the event of an increase in the number of directors, each additional director elected under this

Section shall hold office until his successor has been duly elected or appointed and shall have qualified.

Section 4. *Removal.* Any one or more directors may be removed from office, with or without cause, by the shareholders entitled to vote in the election of directors. Any vacancy on the Board resulting from such removal may be filled by the shareholders entitled to vote in the election of directors, and any successor director elected to fill such vacancy shall hold office for the unexpired portion of the term of the director who was removed.

Section 5. *Meetings.* Regular meetings of the Board of Directors shall be held at such times as the Board may from time to time determine. Special meetings of the Board of Directors shall be held at any time, upon call by the Chairman of the Board, the President or at least one-third of the directors then in office.

Section 6. *Place of Meetings.* Each meeting of the Board of Directors shall be held at the principal office of the Corporation or at such other place, within or without the State of Virginia, as the Board may from time to time determine.

Section 7. *Notice of Meeting.* Written notice of the date, time and place of each regular and special meeting of the Board of Directors shall be given to each director either (a) by delivering the same to him personally, or sending the same to him by telecopier, telex, telegraph or similar mode of communication, or leaving the same at his residence or usual place of business, in each case at least twenty-four (24) hours before the meeting, or (b) by placing the same in the United States mail, first-class postage prepaid, or delivering the same to a reputable express mail delivery service, and addressed to him at his last known address according to the records of the Corporation, in either case at least three (3) days before the meeting. No notice of any adjourned meeting of the Board of Directors need be given other than by announcement at the meeting.

Section 8. *Waiver of Notice.* Notice of any meeting of the Board of Directors need not be given to any director who submits a signed written waiver thereof whether before, during or after the meeting, nor to any director who attends the meeting without protesting, either prior thereto or at its commencement, the lack of notice to him.

Section 9. *Quorum.* A majority of the entire Board shall be necessary to constitute a quorum for the transaction of any item of business at each meeting of the Board of Directors; but if at any meeting there is less than a quorum present, a majority of those directors present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjournment at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 10. *Action Without a Meeting.* Any action required or permitted to be taken by the Board of Directors or by any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board of Directors or of the committee, as the case may be, consent in writing to the adoption of resolutions authorizing the action. Such resolutions and such written consents shall be filed with the minutes of the proceedings of the Board of Directors or of the committee.

Section 11. *Personal Attendance by Conference Communication Equipment.* Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 12. *Compensation.* Directors shall not receive compensation for their services in that capacity, but by resolution of the Board of Directors a fixed sum and reimbursement of expenses may be paid to directors for attendance at each meeting of the Board. Nothing herein shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 13. *Executive Committee and Other Committees.* The Board of Directors may, in its discretion and by a majority vote of the entire Board, appoint an Executive Committee, or one or more other committees of the Board as the Board of Directors may from time to time determine. The Executive Committee shall have and may exercise between meetings of the Board all the powers of the Board of Directors in the management and control of the business and affairs of the Corporation, and other committees of the Board shall have such powers as are conferred upon them by the Board of Directors, except that neither the Executive Committee nor any other committee shall have power: (a) to recommend to shareholders any action requiring shareholder approval; (b) to fill vacancies on the Board of Directors or on any committee thereof; (c) to fix compensation of directors for service on the Board of Directors or on any committee thereof; (d) to adopt, amend or repeal By-Laws; (e) to amend or repeal any resolution of the Board of Directors which is not by its terms made amendable or repealable by such committee; or (f) to remove, or fix the compensation of, any officer who is elected by the Board of Directors. In the absence of any member of the Executive Committee or of any other committee of the Board, the members thereof present at any meeting may appoint a director previously so designated by the Board of Directors as a committee alternate to act in place of such absent member. The Board of Directors shall have the power at any time to change the membership of the Executive Committee or of any other committee of the Board, to fill vacancies in such committee or to dissolve it. A majority of the members of the Executive Committee or of any other committee of the Board shall constitute a quorum for the transaction of any item of business of such committee. The Executive Committee and each other committee of the Board may make other rules for the conduct of its business, and may appoint such subcommittees and assistants, as may from time to time be necessary, unless the Board of Directors shall provide otherwise.

ARTICLE III. OFFICERS

Section 1. *Election of Officers.* The Board of Directors shall elect or appoint a President and a Secretary of the Corporation, and may elect or appoint a Chairman of the Board from among the directors, one or more Vice Presidents, a Treasurer and such other officers as it shall determine. Each officer shall serve at the pleasure of the Board of Directors and until his successor is duly elected or appointed and qualifies, or until the earlier of his death, resignation or removal as provided by this Article. Any or all offices may be held by the same person. Any vacancies in any office may be filled by the Board of Directors.

Section 2. Assistant and Subordinate Officers. The Board of Directors may from time to time elect or appoint one or more Assistant Secretaries, one or more Assistant Treasurers and such other subordinate officers or agents of the Corporation as it may deem proper, each of whom shall hold office at the pleasure of the Board of Directors and shall have such powers and duties as are assigned to him by the Board.

Section 3. Removal. Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

Section 4. Compensation. The Board of Directors shall fix the compensation of all officers of the Corporation, except that the Board of Directors may authorize the President to fix the compensation of such officers (other than the President) as the Board may specify.

Section 5. Chairman of the Board. The Chairman of the Board, if there is one, shall preside at all meetings of the Board of Directors and shall perform such other duties as the Board of Directors may direct.

Section 6. President. The President shall be the Chief Executive Officer of the Corporation and shall, subject to the direction of the Board of Directors, have the general management of the affairs of the Corporation. The President shall preside at all meetings of the shareholders. If there is no Chairman of the Board, or in his absence or inability to act, the President shall also perform all duties of the Chairman of the Board subject, however, to the control of the Board of Directors.

Section 7. Vice Presidents. Any one or more of the Vice Presidents may be designated by the Board of Directors as an Executive Vice President. At the request of the President, or in his absence or inability to act, the Executive Vice President shall perform the duties and exercise the functions of the President. If there is no Executive Vice President, or if there is more than one, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any of such functions; if such determination is not made by the Board of Directors, the President may make such determination; otherwise, any of the Vice Presidents may perform any of such duties or exercise any of such functions. Each Vice President shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

Section 8. Secretary. The Secretary shall keep full minutes of all meetings of shareholders and of the Board of Directors in books provided for that purpose. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. He shall be the custodian of the records and of the corporate seal of the Corporation and he shall affix the corporate seal to all documents the execution of which on behalf of the Corporation is duly authorized by the Board of Directors, and when so affixed he may attest the same. The Secretary shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

Section 9. Treasurer. The Treasurer shall keep correct and complete books and records of account of the Corporation. Subject to the control and supervision of the Board of Directors and the President, or such other officer as the Board of Directors and the President may designate, the

Treasurer shall: establish and execute programs for the provision of the capital required by the Corporation; maintain banking arrangements to receive, have custody of and disburse the Corporation's moneys and securities; invest the Corporation's funds as required; obtain insurance coverage as required; and direct the granting of credit by and the collection of accounts due to the Corporation. The Treasurer shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

ARTICLE IV. SHARE CERTIFICATES

Section 1. *Form and Signatures.* The interest of each shareholder of the Corporation shall be evidenced by certificates for shares in such form as the Board of Directors may from time to time prescribe. The share certificates shall be signed by the Chairman of the Board or the President or a Vice President, and by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer, sealed with the corporate seal of the Corporation, and countersigned and registered in such manner, if any, as the Board of Directors may prescribe. When any share certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or its employee, the signatures of such officers, and the corporate seal, may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to hold such office before the share certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person had not ceased to hold such office.

Section 2. *Transfer of Shares.* Shares of the Corporation shall be transferred on the books of the Corporation upon surrender, by the registered holder thereof, in person or by his attorney, of one or more certificates for the same number of shares, accompanied by a proper assignment or powers of transfer endorsed thereon or attached thereto, duly signed by the person appearing by each certificate to be the owner of the shares represented thereby, with such proof of authenticity of the signature as the Corporation, or its agents, may reasonably require. Such certificate shall have affixed thereto all stock transfer stamps required by law. The Board of Directors shall have power and authority to make all such other rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares.

Section 3. *Mutilated, Lost, Stolen or Destroyed Certificates.* The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any mutilation, loss, theft or destruction thereof. The Board of Directors may, in its discretion, cause one or more new certificates, for the same number of shares in the aggregate, to be issued to such holder upon surrender of the mutilated certificate or, in case of loss, theft or destruction of the certificate, upon satisfactory proof of such loss, theft or destruction and the deposit of indemnity by way of bond or otherwise in such form and amount and with such surety or security as the Board of Directors may require to indemnify the Corporation and its transfer agent and registrar, if any, against loss or liability by reason of the issuance of such new certificates; but the Board of Directors may, in its discretion, refuse to issue such new certificates, save upon the order of a court having jurisdiction therein.

Section 4. *Stock Ledgers.* The stock ledgers of the Corporation, containing the name and address of each shareholder and the number of shares held by each, shall be maintained at the

principal office of the Corporation, or if there be a transfer agent, at the office of such transfer agent, as the Board of Directors shall determine.

Section 5. *Transfer Agents and Registrars.* The Corporation may have one or more transfer agents and one or more registrars of its shares or of any class or classes of its shares whose respective duties the Board of Directors may from time to time determine.

ARTICLE V. INDEMNIFICATION

Section 1. *Generally.* Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or his testator or intestate (a) is or was a director or officer of the Corporation or (b) is or was a director or officer of the Corporation who serves or served, in any capacity, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Corporation (hereinafter an "indemnitee"), shall be indemnified and held harmless by the Corporation against all expense, liability and loss, including without limitation ERISA excise taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any director or officer if his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or if he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Notwithstanding the foregoing, except as contemplated by Section 3 of this Article, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

Section 2. *Advancement of Expenses.* All expenses reasonably incurred by an indemnitee in connection with a threatened or actual proceeding with respect to which such indemnitee is or may be entitled to indemnification under this Article shall be advanced to him or promptly reimbursed by the Corporation in advance of the final disposition of such proceeding, upon receipt of an undertaking by him or on his behalf to repay the amount of such advances, if any, as to which he is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he is entitled. Such person shall cooperate in good faith with any request by the Corporation that common counsel be used by the parties to any proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.

Section 3. *Procedure for Indemnification.*

(a) Not later than thirty (30) days following final disposition of a proceeding with respect to which the Corporation has received written request by an indemnitee for

indemnification pursuant to this Article or with respect to which there has been an advancement of expenses pursuant to Section 2 of this Article, if such indemnification has not been ordered by a court, the Board of Directors shall meet and find whether the indemnitee met the standard of conduct set forth in Section 1 of this Article and, if it finds that he did, or to the extent it so finds, the Board shall authorize such indemnification.

(b) Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the indemnitee established that the standard of conduct set forth in Section 1 of this Article was not met, or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the indemnitee and would have established that the standard of conduct set forth in Section 1 of this Article was not met.

(c) If the Board of Directors fails or is unable to make the determination called for by paragraph (a) of this Section 3, or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believes the expenses for which indemnification is requested to be unreasonable, such action, inaction or inability of the Board of Directors shall in no way affect the right of the indemnitee to make application therefor in any court having jurisdiction therein. In such action or proceeding, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication in such action or proceeding establishes that the indemnitee met the standard set forth in Section 1 of this Article, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then find such standard to have been met or the expenses to be reasonable, as the case may be, and shall grant such indemnification, and shall also grant to the indemnitee indemnification of the expenses incurred by him in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Corporation, the portion of such expenses proportionate to the amount of such indemnification so awarded. Neither the failure of the Board of Directors to have made timely a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 1 of this Article, nor an actual determination by the Board of Directors that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right to indemnification, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to indemnification, under this Article or otherwise, shall be on the Corporation.

(d) A finding by the Board of Directors pursuant to this Section 3 that the standard of conduct set forth in Section 1 of this Article has been met shall mean a finding (i) by the Board of Directors acting by a quorum consisting of directors who are not parties to such proceeding, or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of

Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, or by the shareholders upon a finding that such standard of conduct has been met.

Section 4. *Contractual Article.* The rights conferred by this Article are contract rights which shall not be abrogated by any amendment or repeal of this Article with respect to events occurring prior to such amendment or repeal and shall, to the fullest extent permitted by law, be retroactive to events occurring prior to the adoption of this Article. No amendment of the Stock Corporation Act, insofar as it may reduce the permissible extent of the right of indemnification of an indemnitee under this Article, shall be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment, irrespective of the date of any claim or legal action in respect thereof. This Article shall be binding on any successor to the Corporation, including without limitation any person or entity which acquires all or substantially all of the Corporation's assets.

Section 5. *Non-Exclusivity.* The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Article. The Corporation is authorized to enter into agreements with any such person providing rights to indemnification or advancement of expenses in addition to the provisions therefor in this Article, and the shareholders and the Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.

Section 6. *Insurance.* The Corporation may, to the extent authorized from time to time by the Board of Directors, maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or of any other corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article or applicable law.

Section 7. *Indemnification of Employees and Agents of the Corporation.* The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the Corporation with the same scope and effect as provided by this Article to directors and officers of the Corporation.

ARTICLE VI. FINANCES

Section 1. *Dividends.* The Board of Directors, in its sole discretion, may declare dividends on the shares of the Corporation, payable upon such dates as the Board of Directors may designate.

Section 2. *Reserves.* Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums, as the Board of Directors, in its sole discretion, may from time to time deem proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose or purposes as the Board of Directors shall deem

conducive to the interests of the Corporation, and the Board of Directors may modify or abolish any such reserve or reserves in the manner in which it was created.

Section 3. Bills, Notes, Etc. All checks or demands for money and notes or other instruments evidencing indebtedness or obligations of the Corporation shall be made in the name of the Corporation and shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VII. AMENDMENTS

Section 1. Power to Amend. By-Laws of the Corporation may be adopted, amended or repealed by the shareholders entitled to vote in the election of directors. In addition, By-Laws of the Corporation may be adopted, amended or repealed by the Board of Directors by a majority vote of the entire Board, but any By-Law adopted by the Board of Directors may be amended or repealed by such shareholders.

Section 2. Notice of Amendment Affecting Election of Directors. If any By-Law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the By-Law so adopted, amended or repealed, together with a concise statement of the changes made.

ARTICLE VIII. IN GENERAL

Section 1. Definitions.

(a) As used in these By-Laws, the term "Stock Corporation Act" shall mean the Virginia Stock Corporation Act, Title 13.1 of the Code of Virginia, as it may from time to time be amended.

(b) Wherever used in these By-Laws, the masculine pronoun shall include the feminine and the neuter, as appropriate in the context.

Section 2. Construction. The provisions of these By-Laws shall at all times be subject to the provisions of applicable law in effect from time to time and the provisions of the Articles of Incorporation of the Corporation, as it may from time to time be amended. In the event of any necessary conflict between any provision of these By-Laws and any provision of applicable law then in effect, such provision of law shall control. In the event of any necessary conflict between any provision of these By-Laws and any provision of the Articles of Incorporation then in effect, such provision of the Articles of Incorporation shall control. The Article and Section headings of these By-Laws are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intention expressed hereby.

* * * * *

Exhibit D

Sample Insurance Policy

T/JK/4/10/68

New York - 505 - A/C #C475773
EXCESS BLANKET CATASTROPHE LIABILITY POLICY John C. Kemp, Inc.
Renewing XBC 1818
NO. XBC 41712 381706-0 (B)

DECLARATIONS

Named Insured: **Hopeman Brothers Inc., Et al.**
(See Named Insured Endorsement Attached)

Address: 156 East 46th Street, New York, New York

Policy Period: From February 14, 1968 to February 14, 1971
12:01 A.M., standard time at the address
of the Named Insured as stated herein.

Retained Limit - INA's Limit of Liability

Retained Limit

Item 1. \$ 5,000,000.00 as the result of any one occurrence
not covered by the underlying insurance
listed in Schedule A or by other under-
lying insurance collectible by the
Insured.

INA's Limit
of Liability

Item 2. \$ 15,000,000.00 as the result of any one occurrence on
account of personal injury, property
damage or advertising offense, or any
combination thereof.

Item 3. \$ 15,000,000.00 on account of all occurrences during
each policy year arising out of the
products hazard or the completed
operations hazard, or both combined.

Premium: \$13,500.00 Fixed Charge

In the event of cancellation by the Named Insured, INA shall receive and
retain not less than \$ 1,250.00 as the Minimum Premium.

Endorsements attached to policy at inception:

- (1) Nuclear Energy Liability Exclusion Endorsement (Form #LC-1012)
- (2) Premium Computation Endorsement
- (3) **Named Insured Endorsement**
- (4) Amendatory Endorsement

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Insurance Company of North America

CANADIAN DECLARATIONS

Canadian Agent and Location	Lukis Stewart Price Forbes & Co. Ltd. Suite 611, Place Ville Marie Montreal 2, Quebec	505	No. XBC-41712
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1. NAMED INSURED HOPEMAN BROTHERS (CANADA) LTD.
 ADDRESS 132 St. Pierre,
 (No., Street, Town, Co., State) Quebec 2,
 Canada

Business of the Named Insured Marine Interiors

2. Policy Period: From February 14, 1968 to February 14, 1971
 12:01 AM } Standard time
 12:00 NOON } of the Named Insured's Address

3. PREMIUM COMPUTATION: Description of Property, Coverages, including Limits of Liability	MAJOR PERIL OR LINE	PREMIUMS
\$15,000,000. as the result of any one occurrence on account of personal injury, property damage or advertising offense or any combination thereof and excess of \$5,000,000. retained limit		\$200.00

J. K. Wisbey
 Secretary.

W. J. C. ...
 President

INSURANCE COMPANY
OF NORTH AMERICA

A STOCK INSURANCE COMPANY herein called INA

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

INSURING AGREEMENT

Coverage A - Personal Injury Liability

Coverage B - Property Damage Liability

Coverage C - Advertising Liability

INA will indemnify the Insured for ultimate net loss in excess of the retained limit hereinafter stated which the Insured shall become legally obligated to pay as damages because of

- A. personal injury or
- B. property damage or
- C. advertising offense

to which this policy applies, caused by an occurrence.

DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

When Underlying Insurance Does Not Apply to an Occurrence:

With respect to any occurrence not covered by the underlying insurance listed in Schedule A hereof, or any other underlying insurance collectible by the Insured, but covered by this policy except for the amount of retained limit specified herein, INA will, in addition to the amount of the ultimate net loss payable:

- (a) defend any suit against the Insured seeking damages on account of personal injury, property damage or advertising offense, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient;

- (b) pay all expenses incurred by INA, all costs taxed against the Insured in any suit defended by INA and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before INA has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of INA's liability thereon;
- (c) pay premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies but INA shall have no obligation to apply for or furnish any such bonds;
- (d) pay reasonable expenses incurred by the Insured at INA's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$50 per day because of his attendance at hearings or trials at such request.

In jurisdictions where INA may be prevented by law or otherwise from carrying out this agreement, INA shall pay any expense incurred with its written consent in accordance with this provision.

The Insured shall promptly reimburse INA for any amount of ultimate net loss paid on behalf of the Insured within the retained limit.

When Underlying Insurance Does Apply to an Occurrence:

This policy does not apply to defense, investigation, settlement or legal expenses covered by underlying insurance, but INA shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve INA. In such event the Insured and INA shall cooperate fully.

In the event that the limits of liability of the underlying insurance listed in Schedule A are exhausted by an occurrence, INA shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the Insured resulting from the same occurrence, but only where this policy applies and is immediately in excess of such listed underlying insurance without intervening excess insurance with another insurer.

RETAINED LIMIT - INA'S LIMIT OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury, property damage, or advertising offense, INA's liability is limited as follows:

With respect to personal injury, property damage or advertising offense, or any combination thereof, INA's liability shall be only for the ultimate net loss in excess of the Insured's retained limit defined as the greater of:

- (a) an amount equal to the limits of liability indicated beside the underlying insurance listed in Schedule A hereof, plus the applicable limits of any other underlying insurance collectible by the Insured; or
- (b) the amount specified in Item 1. of the Limits of Liability section of the Declarations as the result of any one occurrence not covered by the said insurance;

and then for an amount not exceeding the amount specified in Item 2. of the Limits of Liability section of the Declarations as the result of any one occurrence.

There is no limit to the number of occurrences during the policy period for which claims may be made, except that the liability of INA arising out of either the products hazard or the completed operations hazard, or both combined, on account of all occurrences during each policy year shall not exceed the amount specified in Item 3. of the Limits of Liability section of the Declarations.

In the event that the aggregate limits of liability of the underlying policies listed in Schedule A are reduced or exhausted, INA shall, subject to INA's limit of liability which is stated above and to the other conditions of this policy, with respect to occurrences which take place during the period of this policy continue in force as excess of the reduced primary insurance or, in the event of exhaustion, continue in force as underlying insurance.

For the purpose of determining the limit of INA's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD, TERRITORY

This policy applies to personal injury, property damage or advertising offense which occurs anywhere during the policy period.

PERSONS OR ENTITIES INSURED

- (a) The Named Insured;
- (b) Each of the following is an Insured under this policy to the extent set forth below:
 - (1) if the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such, however, this policy does not apply to personal injury, property damage or advertising offense arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured;

- (2) any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or in behalf of the Named Insured or to facilities of or used by the Named Insured;
- (3) subject to the terms and conditions of this policy, any additional Insured included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder;
- (4) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles or aircraft, (i) any executive officer, other employee, director or stockholder of the Named Insured while acting within the scope of his duties as such; (ii) any person or organization while acting as real estate manager for the Named Insured;
- (5) any person while using, with the permission of the Named Insured, any automobile or aircraft owned by, loaned to or hired for use by or on behalf of the Named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any executive officer, director or stockholder of the Named Insured with respect to the use of an automobile or aircraft not owned by the Named Insured but only while such automobile or aircraft is being used in the business of the Named Insured. The insurance with respect to any person or organization other than the Named Insured does not apply under paragraph (5):
 - (i) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (ii) with respect to any automobile or aircraft hired by or loaned to the Named Insured, to the owner or a lessee (of whom the Named Insured is a sub-lessee) thereof other than the Named Insured, or to any agent or employee of such owner or lessee;
 - (iii) to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof.

EXCLUSIONS

This policy does not apply:

- (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) to property damage to (1) property owned by the Insured, or (2) the Insured's products arising out of such products or any part of such products, or (3) work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, or (4) property rented to, occupied or used by or in the care, custody or control of the Insured to the extent the Insured is under contract to provide insurance therefor;
- (c) to personal injury or property damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (d) to damages claimed for the withdrawal, inspection, repair, replacement or loss of the use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (e) to damages arising out of advertising offense for (1) failure to performance of contract, (2) infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising offense" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities;

"completed operations hazard" includes personal injury and property damages arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include personal injury or property damage arising out of

- (1) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials:

"damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage;

"Insured" means any person or organization qualifying as an Insured under the Persons or Entities Insured section of this policy. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of INA's liability;

"Insured's products" means goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle) but "Insured's products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold;

"Named Insured" means the organization named in the Declarations of this policy and includes any subsidiary company (including subsidiaries thereof) of the Named Insured and any other company of which it assumes active management;

"occurrence", as respects property damage, means an accident, including injurious exposure to conditions, which results, during the policy period, in property damage neither expected nor intended from the standpoint of the Insured;

"personal injury" means, (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (b) false arrest, detention or imprisonment, malicious prosecution or humiliation; (c) the publication or utterance of a libel or slander or of other defamatory material, including disparaging statements concerning the condition, value, quality or use of real or personal property, or a publication or utterance in violation of rights of privacy, except when any of the foregoing of this part (c) arises out of the Insured's advertising activities; (d) wrongful entry or eviction, or other invasion of the right of private occupancy; (e) racial or religious discrimination, unless insurance therefor is prohibited by law, not committed by or at the direction of the Insured; and (f) assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of protecting persons or property;

"products hazard" includes personal injury and property damage arising out of the Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned by or rented to the insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property;

"ultimate net loss" means the sum actually paid or payable in cash in the settlement or satisfaction of losses for which the Insured is liable either by adjudication or compromise with the written consent of INA, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorneys' fees, court costs and interest on any judgment or award) and all salaries of employees and office expenses of the Insured, INA or any underlying insurer so incurred.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in the Declarations.

2. Inspection and Audit

INA shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither INA's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. INA may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to INA or any of its authorized agents as soon as practicable. The Insured shall promptly take at his expense all reasonable steps to prevent other personal injury or property damage or advertising offense from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to INA every demand, notice, summons or other process received by him or his representative.
- (c) The Insured shall cooperate with INA and, upon INA's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of personal injury or property damage or advertising offense with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that the amount of ultimate net loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of ultimate net loss to the claimant to effect settlement and, upon submission of due proof thereof, INA shall indemnify the Insured for that part of such payment which is in excess of the retained limit, or, INA will, upon request of the Insured, make such payment to the claimant on behalf of the Insured.

4. Appeals

In the event the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, INA may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of INA for ultimate net loss exceed the amount specified in the Limits of Liability section of the Declarations plus the taxable costs, disbursements and interest incidental to such appeal.

5. Action Against INA

No action shall lie against INA with respect to any one occurrence unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay an amount of ultimate net loss in excess of the retained limit shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and INA. The Insured shall make a definite claim for any loss in which INA may be liable within a reasonable time after such final determination. If any subsequent payments are made by the Insured on account of the same occurrence, the Insured shall make additional claims from time to time and these claims shall be payable within thirty (30) days after proof in conformity with this policy. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join INA as a co-defendant in any action against the Insured to determined the Insured's liability.

Bankruptcy or insolvency of the Insured shall not relieve INA of any of its obligations hereunder.

6. Other Insurance with INA

If collectible insurance under any other policy of INA is available to the Insured, covering a loss also covered hereunder, INA's total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy provided, however, this does not apply to insurance with INA which is written as underlying insurance or which is written as excess insurance over the limit provided in this policy.

7. Other Insurance Not with INA

If collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder the insurance hereunder shall be in excess of, and not contribute

with, such other insurance provided, however, this does not apply to insurance which is written as excess insurance over the limit provided in this policy.

8. Subrogation

INA shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the Insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. INA shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by INA, it shall bear the expenses thereof.

9. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop INA from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

10. Assignment

Assignment of interest under this policy shall not bind INA until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (a) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (b) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

11. Three Year Policy

If this policy is issued for a period of three years, the limits of INA's liability shall apply separately to each consecutive annual period thereof.

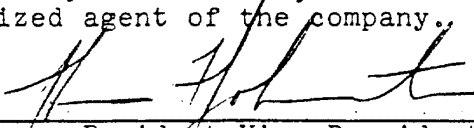
12. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to INA or any of its authorized agents or by mailing

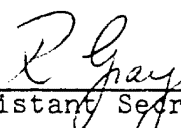
to INA written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by INA by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by INA shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If INA cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its Resident Vice President and Resident Assistant Secretary at New York, New York and countersigned by a duly authorized agent of the company.




Resident Vice President



Resident Assistant Secretary

Countersigned:



Agent



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)



Named Insured Hopeman Brothers Inc., et al.
Effective February 14, 1968 Policy No. XBC 41712
Issued by Insurance Company of North America
(Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE**

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "property damage" includes all forms of radioactive contamination of property.

Authorized Agent

Confidential

HBI002029



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)



Named Insured Hopeman Brothers Inc.
Effective February 14, 1971 Policy No XBC 41712-Rend.#24815
Issued by Insurance Company of North America
(Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

**ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE**

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "property damage" includes all forms of radioactive contamination of property.

APR 5 1971

J. C. Duchs
Authorized Agent



EXCLUSION
(Environmental Pollution)



Named Insured Hopeman Brothers Inc., et al.
Effective February 14, 1971 Policy No XBC 41712-Rend.#24815
Issued by Insurance Company of North America
(Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of any General Liability Insurance.

This insurance does not apply:

to bodily injury, personal injury or property damage arising out of pollution or contamination

- (1) caused by oil, or
- (2) caused by the discharge or escape of any other pollutants or contaminants, unless such discharge or escape results from a sudden happening during the policy period, neither expected nor intended from the standpoint of the insured.

APR 5 1971

H C Fuchs

Authorized Agent

Confidential

HBI002031

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INSURANCE COMPANY OF NORTH AMERICA

PREMIUM COMPUTATION ENDORSEMENT NO. 2

In consideration of the premium charged, it is agreed that Condition 1, Premium Computation, is amended to read as follows:

1. The premium for this policy shall be the amount Premium set forth in the declarations which is payable upon delivery of the policy to the insured; provided, in the event of the acquisition of additional plants or property, any substantial changes in the insured's operations or if substantial new construction work is undertaken by or for the insured, such information shall be reported to the company as soon as practicable for the purpose of determining any premium adjustment required to reflect such changes in exposure, but failure on the part of the insured to so notify the company shall not invalidate this insurance.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968 at the hour specified in the policy.	Part of Policy No. XBC 41712
Issued to	Hopeman Brothers Inc., et al.	

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

President.

Confidential

H78940000-ICAD-000019.018

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INSURANCE COMPANY OF NORTH AMERICA

NAMED INSURED ENDORSEMENT NO. 3

Hopeman Brothers, Inc.

Hopeman Lumber & Manufacturing Co., Inc.

Wayne Manufacturing Corporation

Hopeman Brothers (Canada) Ltd.

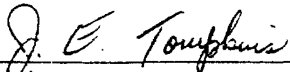
A. W. Hopeman & Sons Company

Royston Manufacturing Co., Inc. and

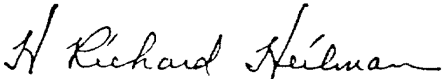
Hopeko Supply Corporation

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968	at the hour specified in the policy.	Part of Policy No.	XBC 41712
Issued to	Hopeman Brothers Inc., et al.			


Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA


President.

Confidential

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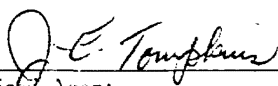
INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY ENDORSEMENT NO. 4

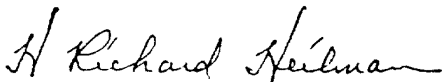
In consideration of the Premium charged, it is agreed that such insurance as is afforded by the Policy shall apply to any renewals or extensions thereof of the Policies listed in Schedule A, Schedule of Underlying Policies.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968 at the hour specified in the policy.	Part of Policy No.	XBC 41712
Issued to	Hopeman Brothers Inc., et al.		


Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA


President.

Confidential

HBI002034



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

1. HOPEMAN BROTHERS INC. AND HOPEMAN BROTHERS (CANADA) LTD.

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-010461-178R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LG1-121-010461-188R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance
(7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence
on account of Personal injury,
Property damage or advertising
offense or any combination
thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Brothers Inc. & Hopeman Brothers (Canada) Ltd.		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

rl 10/30

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

2. HOPEMAN LUMBER AND MANUFACTURING COMPANY, INC.

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-022356-018R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutal Insurance Company LG1-121-022356-028R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products
		Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance
(7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence
on account of Personal injury,
Property damage or advertising
offense or any combination
thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Lumber and Manufacturing Company, Inc.		

H. V. Lucks
Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

r1 10/30

Madison Hunt Jr
President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

3. WAYNE MANUFACTURING CORPORATION

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-010461-198R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LG1-121-010461-208R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective products \$100,000. aggregate contractual
(c) Travelers Indemnity Company SLA 7747032 10/25/67 to 10/25/68	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Wayne Manufacturing Corporation		

H. C. Fuchs

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

rl 10/30

Madison Hunt Jr

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

4. ROYSTON MANUFACTURING CORPORATION

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-010461-228R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LG1-121-010461-238R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance
(7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence
on account of Personal injury,
Property damage or advertising
offense or any combination
thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Royston Manufacturing Corporation		

D. R. Fuchs

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

r1 10/30

Madison C. Smith Jr.

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

**5. HOPEMAN BROTHERS, INC., SPECIFIC POLICIES FOR WORK AT INGALLS
 SHIPBUILDING, PASCAGOULA, MISSISSIPPI**

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) American Mutual Liability Insurance Company WC 942528-01-7-E 3/1/67 to 3/1/68	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) American Mutual Liability Insurance Company BLPL 942528-02-7-E 3/1/67 to 3/1/68	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Brothers, Inc., Specific Policies for work at Ingalls Shipbuilding, Pascagoula, Mississippi		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

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President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

6. A. W. HOPEMAN AND SONS COMPANY AND HOPEKO SUPPLY CORPORATION

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-181-013754-118 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LG1-181-013754-128 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-181-013754-138 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to A.W. Hopeman and Sons Company and Hopoko Supply Corporation		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

r1 10/30

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

7. Hopeman Bros. Inc. and Hopeman Brothers (Canada) Ltd., Canadian Operations

Only

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Not Applicable	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$ - - - one accident
(b) Liberty Mutual Insurance Company LG1-121-010461-158 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each accident/ occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual

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INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:
Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Brothers Inc. and Hopeman Brothers (Canada) Ltd., Canadian Operations Only		

D. V. Fuchs
Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

Medford Smith Jr r1 10/30
President

H78940000-ICAD-000019.034
Page 34 of 36



INSURANCE COMPANY OF NORTH AMERICA

In consideration of the premium charged it is understood and agreed that the Declarations are amended in part to read as follows:

Retained Limit - INA's Limit of Liability

Retained Limit
Item 1 - \$4,800,000.00

It is further agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As the result of any one occurrence on account of personal injury, property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968	at the hour specified in the policy.	Part of Policy No. XBC 41712
Issued to	Hopeman Brothers Inc., Etal		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA
C-1762 100M 4-2-68 Ptd. in U.S.A.

President.

REND. 24815

RENEWAL ENDORSEMENT

IN CONSIDERATION OF THE PAYMENT OF AN ADDITIONAL
ADVANCE PREMIUM OF Six Hundred and 00/100 (\$600.00)
DOLLARS IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY
TO WHICH THIS ENDORSEMENT IS ATTACHED IS CONTINUED IN FORCE
FOR A FURTHER PERIOD OF One (1) MONTHS AND SHALL
EXPIRE ON THE DATE SHOWN AT 12:01 A.M., STANDARD TIME AT THE
PLACE DESIGNATED IN SAID POLICY.

It is agreed that the Company's limit of liability is amended
to read as follows:

"5,000,000 each occurrence Bodily Injury Liability
or Property Damage Liability or both combined,
subject to a \$5,000,000 aggregate where applicable."

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

THIS ENDORSEMENT, EFFECTIVE	FORMS A PART OF POLICY NO.	ISSUED FOR THE POLICY PERIOD:
February 14, 1971	XBC 41712	FROM: 2-14-71 TO: 3-14-71

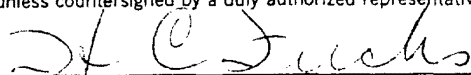
To Hopeman Brothers Inc., et al.

By INSURANCE COMPANY OF NORTH AMERICA

3/18/jk

Not valid unless countersigned by a duly authorized representative of the company.

Countersigned:



Authorized Representative

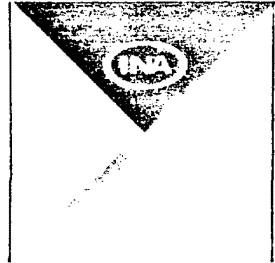


President

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Page 36 of 36

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BIG TOP



EXCESS BLANKET CATASTROPHE LIABILITY POLICY

SPECIALLY PREPARED FOR

HOPEMAN BROTHERS INC., ET AL.

PRESENTED BY

JOHN C. KEMP INC.



INSURANCE COMPANY OF NORTH AMERICA

Confidential

HBI002051

EXHIBIT 1

Exhibit 1

Case Name	Case Number	Court	Claimant	Claimant's Counsel	Counsel to Avondale (Huntington)
1 Allo, III v. Huntington Ingalls, inc., et. al.	2:23-cv-06006	USDC Eastern District of Louisiana	Charles Allo, III	David Melancon Irwin Fritchie Urquhart & Moore, LLC 400 Poydras St., Suite 2700 New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
2 Becker v. Huntington Ingalls Incorporated, et. al.	2:23-cv-06900	USDC Eastern District of Louisiana	Patricia Becker	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
3 Becnel v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-01124	USDC Eastern District of Louisiana	Darwin Kraemer, Rosanne Pierron, Cheryl Becnel and Wendy Vonlienen	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

4	Bourgeois v. Pennsylvania General Insurance Co., et. al.	2:24-cv-00337	USDC Eastern District of Louisiana	David and Emelda Bourgeois	Erin Bruce Saucier Didriksen, Saucier and Woods, PLC 3114 Canal Street New Orleans, LA 70119	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
5	Boutte, Sr. v. Huntington Ingalls Incorporated, et. al.	2:22-cv-03321	USDC Eastern District of Louisiana	Shelton A. Boutte, Sr. and Arlene Boutte	Madeline M. Dixon The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
6	Bracy v. ABB, Inc., et. al.	2:23-cv-06937	USDC Eastern District of Louisiana	Horace L. Bracy	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
7	Brignac v. Anco Insulations, Inc., et. al.	2:23-cv-03124	USDC Eastern District of Louisiana	Percy Brignac	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
8	Chalker v. Taylor-Seidenbach, Inc., et. al.	2023-13770	Civil District Court for the Parish of Orleans, State of Louisiana	Pamela Chalker	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

Exhibit 1

9	Constanza et al v. Huntington Ingalls Inc.	2:24-cv-00871	USDC Eastern District of Louisiana	Erica Dandry Constanza	Roussel & Clement 1714 Cannes Drive La Place, LA 70068	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
10	Daigle, III v. Anco Insolutions, Inc., et. al.	2:23-cv-01414	USDC Eastern District of Louisiana	Dennis Daigle, III, Kim Lombas, Michelle Trouillet, Eric Daigle, and Patrick Daigle	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
11	Ditcharo v. Union Pacific Railroad Company, et. al.	2022-10935	Civil District Court for the Parish of Orleans, State of Louisiana	Anthony J. Ditcharo	Jeremiah Boling Caroline Boling Benjamin Rumph LaCrissha McAllister Boling Law Firm, LLC 541 Julia Street, Suite 300 New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
12	Duran, Jr. v. Taylor-Seidenbach, Inc., et. al.	2023-13741	Civil District Court for the Parish of Orleans, State of Louisiana	Gilbert Duran, Jr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

13	Evans v. Taylor-Seidenbach, Inc., et. al.	2:23-cv-04241	USDC Eastern District of Louisiana	Marvin Evans	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
14	Gistarve, Sr. v. Huntington Ingalls Industries, et. al.	2016-05797	Civil District Court for the Parish of Orleans, State of Louisiana	Joseph Gistarve, Sr.	Ron A. Austin Austin & Associates, L.L.C. 400 Manhattan Boulevard Harvey, LA 70058	N/A
15	Gomez v. Lamons Gasket Company, et. al.	2:23-cv-02850	USDC Eastern District of Louisiana	David Gomez	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
16	Hoffman, Jr. v. Huntington Ingalls Inc., et. al.	2022-07111	Civil District Court for the Parish of Orleans, State of Louisiana	Donald M. Hoffman, Jr., Charles S. Somes, and Kathleen Whited	Stephen J. Austin Stephen J. Austin, LLC 1 Galleria Boulevard, Suite 1900 Metairie, LA 70001	N/A
17	Lagrange v. Eagle, Inc., et. al.	2:23-cv-00628	USDC Eastern District of Louisiana	Irma Lee Lagrange	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

18	Leboeuf, Jr. et al v. Huntington Ingalls Inc.	2024-04032	Civil District Court for the Parish of Orleans, State of Louisiana	Nolan J. Leboeuf, Jr.	Landry & Swarr 1100 Poydras St. Energy Centre – Suite 2000 New Orleans, LA 70163 -and- The Cheek Law Firm 650 Poydras Street, Ste 2310 New Orleans, LA 70130	N/A
19	Lewis v. Tayler-Seidenbach, Inc., et. al.	2:23-cv-06764	USDC Eastern District of Louisiana	Brouney Lewis and Monica Kelly-Lewis	Kevin B. Milano Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
20	Marcella, et. al. v. Huntington Ingalls, Incorporated et. al.	2:24-cv-00780	USDC Eastern District of Louisiana	Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decedent Ronald Marcella	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
21	McElwee v. Anco Insulations, Inc. et. al.	2:23-cv-03137	USDC Eastern District of Louisiana	Robert J. McElwee	Frank J. Swarr Mickey P. Landry Matthew Clark Landry & Swarr, LLC 1100 Poydras Street, Suite 2000 New Orleans, LA 70163 -and- Jeffery A. O'Connell The Nemeroff Law Firm Douglas Plaza 8226 Douglas Avenue, Suite 740 Dallas, Texas 75225	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

22	McIntyre v. Huntington Ingalls Incorporated, et. al.	2:23-cv-05048	USDC Eastern District of Louisiana	William McIntyre	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
23	Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-05426	USDC Eastern District of Louisiana	Corbet J. Plaisance, Sr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
24	Prude v. Fidelity and Casualty Insurance Company of New York, et. al.	2:23-cv-07197	USDC Eastern District of Louisiana	William "Buddy" Prude	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809 -and- Scott M. Galante Stephanie M. Hartman The Galante Litigation Group, LLC 816 Cadiz Street New Orleans, LA 70115	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
25	Ragusa, Jr., v. Louisiana Insurance Guaranty Association, et. al.	2:21-cv-01971	USDC Eastern District of Louisiana	Frank P. Ragusa, Jr.	Gerolyn P. Roussel Perry J. Roussel, Jr. Jonathan B. Clement Lauren R. Clement Benjamin P. Dinehart Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 1

26	Rivet v. Huntington Ingalls Incorporated, et. al.	2:22-cv-02584	USDC Eastern District of Louisiana	Tommy Rivet	Gerolyn P. Roussel Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
27	Robinson v. Anco Insulations, Inc., et. al.	2020-04867	Civil District Court for the Parish of Orleans, State of Louisiana	Melvin L. Robinson	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
28	Rogers v. Taylor-Seidenbach, Inc., et. al.	2:24-cv-01268	USDC Eastern District of Louisiana	John Rogers	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
29	Rudolph, et. al. v. Huntington Ingalls, Inc., et. al.	2019-04164	Civil District Court for the Parish of Orleans, State of Louisiana	Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.	Lewis O. Unglesby, Esq. Lance C. Unglesby, Esq. Jordan L. Bollinger, Esq. UNGLESBY LAW FIRM 246 Napoleon St. Baton Rouge, LA 70802 Timothy J. Falcon, Esq. FALCON LAW FIRM 5044 Lapalco Blvd. Marrero, LA 70072 J. Patrick Connick, Esq. 5201 Westbank Expressway, Ste. 100 Marrero, LA 70072 Wells T. Watson, Esq. Jeffrey T. Gaughan, Esq. BAGGETT, MCCALL, BURGESS, WATSON & GAUGHAN 3006 Country Club Rd. Lake Charles, LA 70605	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 1

30	Sandiffer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandiffer	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
33	Thibodeaux et al v. General Electric Company, et al	2:24-cv-01111	USDC Eastern District of Louisiana	Reed Thibodeaux and Cynthia Thibodeaux	Ivan David Cason, Jr. Gori Law Firm 3647 McDonald Ave St. Louis, MO 63116 450 Laurel Street, Suite 1150 Baton Rouge, LA 70801	Timothy Farrow Daniels Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130 N/A
34	Thomas v. American Automobile Insurance Company, et. al.	2022-00352	Civil District Court for the Parish of Orleans, State of Louisiana	Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130 -and- Lindsey A. Cheek The Cheek Law Firm, LLC 650 Poydras Street, Suite 2310 New Orleans, LA 70130 -and- Spencer R. Doody Scott R. Bickford Larry J. Centola, III Martzell, Bickford & Centola 338 Lafayette Street New Orleans, LA 70130	N/A

Exhibit 1

35	Wilson v. Eagle, Inc., et al.	2024-03205	Civil District Court for the Parish of Orleans, State of Louisiana	Kenneth Wilson	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A
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HOPEMAN BROTHERS, INC.

HOPEMAN BROTHERS, INC. (1959 - 1971)
 COVERAGE CHART
 BODILY INJURY LIABILITY
 Privileged & Confidential

Insolvent Insurers
 Overlapping Policies

Chart 1 of 3 - March 2017

125M
120M
100M
90M
80M
70M
60M
50M
40M
30M
20M
10M
5M
1M
0

Liberty Mutual
LP102130098839R
3/1/59 - 3/1/60
1M Acc./Agg. Prod.

Liberty Mutual
LP112120710730RTD23
3/1/60 - 3/1/61
2.5M Acc./Agg. - Prod.

Liberty Mutual
3/1/61 - 3/1/62
2.5M Acc./Agg. Prod.

Liberty Mutual
3/1/62 - 3/1/63
2.5M Acc./Agg. Prod.

Liberty Mutual
LP1121010461053RTD23
3/1/63 - 3/1/64
2.5M Occ./Agg. Prod.

Liberty Mutual
LP1121010461054RTD23
3/1/64 - 3/1/65
2.5M Occ./Agg. Prod.

Liberty Mutual
LP1121010461185R
1/1/65 - 1/1/66
2.5M Occ./Agg. Prod.

←→

Liberty Mutual
LP1121010461186R
1/1/66 - 1/1/67
.3M Occ./Agg. Prod.

Liberty Mutual
LG1121010461187R
1/1/67 - 1/1/68
.3M Occ./Agg. Prod.

Liberty Mutual
LG1121010461188R
1/1/68 - 1/1/69
.3M Occ./Agg. Prod.

Liberty Mutual
LG1121010461189R
1/1/69 - 1/1/70
.3M Occ./Agg. Prod.

Liberty Mutual
LG1121010461180R
1/1/70 - 1/1/71
.3M Occ./Agg. Prod.

INA
XBC1818
1/29/65 - 1/1/66 1/1/66 - 2/14/68
15M xs 5M xs 2.5M 15M xs 5M xs .3M

London
560CU7631
3/2/67 - 4/2/70
20M xs 20M xs .3M

INA
XBC41712
2/14/68 - 2/14/71
15M xs 5M xs .3M

Traveler's
CUP2669174
1/29/65 - 1/1/66 1/1/66 - 2/14/68
5M xs 2.5M 5M xs .3M

London
560CU8743
2/14/68 - 3/14/71
2M xs 3M xs .3M

London
560CU8737
2/14/68 - 3/14/71
2M xs 1M xs .3M

London
560CU8736
2/14/68 - 3/14/71
1M xs .3M

Employers
S1609584
4/2/70 - 4/2/73
5M p/o 10M xs 30M xs .3M



London
K22908
4/2/70 - 4/2/73
8M p/o 10M xs 30M xs .3M

London
560CX2946
4/2/70 - 4/2/73
10M xs 20M xs .3M

1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971

HOPEMAN BROTHERS, INC.

HOPEMAN BROTHERS, INC. (1971 - 1981)
COVERAGE CHART
BODILY INJURY LIABILITY
 Privileged & Confidential

 Insolvent Insurers
 Overlapping Policies
 Chart 2 of 3 - March 2017

125M	Midland XL1110170529743 10M p/o 40M xs 80M xs .5M		Mission M836562 7.5M		Mission M836562 7.5M		Mission Ins. Co. M848123 1/1/79 - 1/1/80 7.5M p/o 25M xs 75M xs .5M		Mission Ins. Co. M856085 1/1/80 - 1/1/81 7.5M p/o 25M xs 75M xs .5M	
120M	Mission M81707 5M p/o 40M xs 80M xs .5M		Aetna 01XN542WCA 5M p/o 40M xs 80M xs .5M		Home HEC9530969 5M		Aetna 01XN1622WCA 5M		Aetna 01XN2077WCA 1/1/79 - 1/1/80 5M p/o 25M xs 75M xs .5M	
100M	Aetna 01XN542WCA 5M p/o 40M xs 80M xs .5M		Fireman's XLX1202681 10M p/o 40M xs 80M xs .5M		Home HEC4495647 10M p/o 40M xs 80M xs .5M		London 212103600 3/14/77 - 1/1/78 7.5M		London 212186200 7.5M	
90M	Home HEC4495647 10M p/o 40M xs 80M xs .5M		Midland XL1110170552745 3/14/74 - 3/14/77 10M p/o 40M xs 40M xs .5M		London 212103500 3/18/77 - 1/1/78 25M xs 50M xs .5M		London 212186100 1/1/78 - 1/1/79 25M xs 50M xs .5M		Mutual Marine 2.5M p/o 25M xs 50M xs .5M	
80M	Midland XL1110170552745 3/14/74 - 3/14/77 10M p/o 40M xs 40M xs .5M		Lumberman's 4SX010215 3/14/74 - 3/14/77 10M p/o 40M xs 40M xs .5M		London 212253400 1/1/79 - 1/1/80 22.5M p/o 25M xs 50M xs .5M		London 830008200 1/1/80 - 1/1/81 22.5M p/o 25M xs 50M xs .5M		Mutual Marine 2.5M p/o 25M xs 50M xs .5M	
70M	St. Paul 590XA6116 3/14/74 - 3/14/77 10M p/o 40M xs 40M xs .5M		Unigard 15103 3/14/74 - 10/30/75 10M p/o 40M xs 40M xs .5M		Home HEC9006897 10/30/75 - 3/14/77 10M p/o 40M xs 40M xs .5M		Home Ins. Co. HEC9530970 3/14/77 - 1/1/78 5M p/o 25M xs 25M xs .5M		National Union 1229552 1/1/78 - 1/1/79 3M p/o 25M xs 25M xs .5M	
60M	Employers S1609584 4/2/70 - 9/1/72 5M p/o 10M xs 30M xs .5M		Unigard GL269655 9/1/72 - 4/2/73 5M p/o 10M xs 30M xs .5M		INA XCP3914 4/2/73 - 3/14/77 20M xs 20M xs .5M		Lexington Ins. Co. GC501965 3/14/77 - 1/1/78 5M p/o 25M xs 25M xs .5M		Lexington Ins. Co. 5511227 1/1/78 - 1/1/79 5M p/o 25M xs 25M xs .5M	
50M	London 560K22908 4/2/70 - 4/2/73 5M p/o 10M xs 30M xs .5M		INA XCP3914 4/2/73 - 3/14/77 20M xs 20M xs .5M		Aetna 01XN1320WCA 3/14/77 - 1/1/78 5M p/o 25M xs 25M xs .5M		Aetna 01XN1621WCA 1/1/78 - 1/1/79 5M p/o 25M xs 25M xs .5M		Granite State Ins. Co. 61790973 1/1/79 - 1/1/80 4M p/o 25M xs 25M xs .5M	
40M	London 560CX2946 4/2/70 - 4/2/73 10M xs 20M xs .5M		INA XCP3914 4/2/73 - 3/14/77 20M xs 20M xs .5M		INA XCP12358 3/14/77 - 1/1/78 5M p/o 25M xs 25M xs .5M		INA XCP14304 1/1/78 - 1/1/79 5M p/o 25M xs 25M xs .5M		INA CNXCP143410 1/1/79 - 1/1/80 5M p/o 25M xs 25M xs .5M	
30M	Lexington Ins. Co. GC403005 2/14/71 - 3/14/74 5M xs 10M xs .5M		Lexington Ins. Co. GC500415 3/14/74 - 3/14/77 5M p/o 10M xs 10M xs .5M		Mutual Marine 3M p/o 15M xs 10M xs .5M		Mutual Marine 3M p/o 15M xs 10M xs .5M		Mutual Marine 3M p/o 15M xs 10M xs .5M	
20M	INA XBC41712 2/14/68 - 2/14/71 15M xs 5M xs .5M		North Star / NSX9220 / 2/14/71 - 3/14/74 / 3M p/o 5M xs 10M xs .5M		North Star / NSX102057 / 3/14/74 - 3/14/77 / 3M p/o 10M xs 10M xs .5M		London 212186000 12M p/o 15M xs 10M xs .5M		London 212186000 12M p/o 15M xs 10M xs .5M	
10M	INA XCP3721 3/14/71 - 3/14/74 5M xs 5M xs .5M		Aetna 01XN541WCA 3/14/74 - 3/14/77 5M xs 5M xs .5M		Mutual Marine 4M p/o 5M xs 5M xs .5M		Mutual Marine 4M p/o 5M xs 5M xs .5M		Mutual Marine 4M p/o 5M xs 5M xs .5M	
5M	Home Insurance HEC9793669 3/14/71 - 3/14/74 5M xs .5M		Liberty Mutual LE1121010461314R 3/14/74 - 1/1/77 5M xs .5M		Liberty Mutual LE1121010461317 1/1/77 - 1/1/78 5M xs .5M		Liberty Mutual LE1121010461318 1/1/78 - 1/1/79 5M xs .5M		Liberty Mutual LE1121010461319 1/1/79 - 1/1/80 5M xs .5M	
1M	Liberty Mutual LG1121010461181R 1/1/71 - 1/1/72 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461182R 1/1/72 - 1/1/73 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461183R 1/1/73 - 1/1/74 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461184R 1/1/74 - 1/1/75 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461185R 1/1/75 - 1/1/76 .5M Occ./Agg. Prod.	
0	Liberty Mutual LG1121010461186 1/1/76 - 1/1/77 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461187 1/1/77 - 1/1/78 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461188 1/1/78 - 1/1/79 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461189 1/1/79 - 1/1/80 .5M Occ./Agg. Prod.		Liberty Mutual LG1121010461180 1/1/80 - 1/1/81 .5M Occ./Agg. Prod.	

1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981

HOPEMAN BROTHERS, INC.

	1/1/81 - 1/1/82 p/o 25M xs 100M xs .5M	1/1/82 - 1/1/83 p/o 25M xs 100M xs .5M	1/1/83 - 1/1/84 p/o 20M xs 100M xs 1M	1/1/84 - 1/1/85 p/o 20M xs 100M xs 1M
125M	INA XCP143696 5M	INA XCP144541 5M	Lexington 5524812 10M	Royal Ins. RED102225 10M
120M	Transit SCU955789 6M	Transit SCU956118 6M	Fireman's XLX1533350 5M	Fireman's XLX1533343 5M
100M	Midland XL723739 4M	Midland XL724758 4M	Safety Mutl UF1472VA 5M	Safety Mutl UF1688VA 5M
90M	Fireman's XLX1373065 5M	Fireman's XLX1484988 5M	Home Ins. Co. HEC9903629	Hartford Acc. & Indemn. 14XS103690
80M	Aetna 01XN2867WCA 5M	Aetna 01XN3237WCA 5M	1/1/83 - 1/1/84 15M xs 85M xs 1M	1/1/84 - 1/1/85 15M xs 85M xs 1M
70M	Mission Ins. Co. M871503 7.5M p/o 25M xs 75M xs .5M	Mission Ins. Co. M884645 7.5M p/o 25M xs 75M xs .5M	Hartford Acc. & Indemn. 14XS102968	Atlanta Int'l 1/1/84-3/20/85 10M p/o 20M xs 65M xs 1M
60M	London 820042600 7.5M p/o 25M xs 75M xs .5M	London 820074800 7.5M p/o 25M xs 75M xs .5M	1/1/83 - 1/1/84 15M p/o 25M xs 60M xs 1M	Lexington Ins. Co. 5526516 3/20/84 - 3/20/85 10M p/o 20M xs 65M xs 1M
50M	Mutual Marine MM058545 1/1/81 - 1/1/82 2.5M p/o 25M xs 50M xs .5M	Mutual Marine MM058545 1/1/82 - 1/1/83 2.5M p/o 25M xs 50M xs .5M	Twin City Fire Ins. Co. TXS102551 1/1/83 - 1/1/84 5M p/o 25M xs 60M xs 1M	Western Employers Ins. EX10018415085 1/1/84 - 1/1/85 5M p/o 20M xs 65M xs 1M
40M	London 820042500 1/1/81 - 1/1/82 22.5M p/o 25M xs 50M xs .5M	London 820074700 1/1/82 - 1/1/83 22.5M p/o 25M xs 50M xs .5M	Royal Ins. ED102163 1/1/83 - 1/1/84 5M p/o 25M xs 60M xs 1M	Twin City Fire Ins. Co. TXS103082 12/31/84 - 1/1/85 5M p/o 20M xs 65M xs 1M
30M	Granite State Ins. Co. 64815113 4M p/o 25M xs 25M xs .5M	Mission Ins. Co. M884674 4M p/o 25M xs 25M xs .5M	Atlanta Int'l Ins. Co. XL05311 1/1/83 - 1/1/84 10M p/o 20M xs 40M xs 1M	Home Ins. Co. of Ill. HXI1574411
20M	Transit Cas. Co. SCU955788 9M p/o 25M xs 25M xs .5M	Transit Cas. Co. SCU956117 9M p/o 25M xs 25M xs .5M	Ambassador Ins. Co. EL P001939 1/1/83 - 1/1/84 10M p/o 20M xs 40M xs 1M	1/1/84 - 1/1/85 17M xs 48M xs 1M
10M	Lexington Ins. Co. 5522141 5M p/o 25M xs 25M xs .5M	Lexington Ins. Co. 5522650 5M p/o 25M xs 25M xs .5M	Atlantic Int'l Ins. Co. XL5311 1/1/83 - 1/1/84 10M p/o 20M xs 40M xs 1M	Fidelity & Cas. Co. SRX1889605
5M	First State 930870 2M p/o 25M xs 25M xs .5M	First State 933230 2M p/o 25M xs 25M xs .5M	Integrity Ins. Co. XL300782 1/1/83 - 1/1/84 5M p/o 10M xs 30M xs 1M	1/1/84 - 1/1/85 10M xs 38M xs 1M
1M	INA XCP143696 5M p/o 25M xs 25M xs .5M	INA XCP144541 5M p/o 25M xs 25M xs .5M	American Cent. Ins. Co. CC007630 1/1/83 - 1/1/84 5M p/o 10M xs 30M xs 1M	Integrity Ins. Co. XL500226
0	Mutual Marine MM058544 1/1/81 - 1/1/82 3M p/o 15M xs 10M xs .5M	Mutual Marine MM058544 1/1/82 - 1/1/83 3M p/o 15M xs 10M xs .5M	Zurich American Ins. Co. 8129215 1/1/83 - 1/1/84 5M xs 25M xs 1M	1/1/84 - 1/1/85 8M xs 30M xs 1M
	London 820042400 1/1/81 - 1/1/82 12M p/o 15M xs 10M xs .5M	London 820074600 1/1/82 - 1/1/83 12M p/o 15M xs 10M xs .5M	Mutual Fire, Marine & Inland EL070020 1/1/83 - 1/1/84 5M xs 20M xs 1M	INA XCP145717
	Mutual Marine MM058543 1/1/81-1/1/82 4M p/o 5M xs 5M xs .5M	Mutual Marine MM058543 1/1/82 - 1/1/83 4M p/o 5M xs 5M xs .5M	International Ins. Co. 5231830581 1/1/83 - 1/1/84 20M xs 1M	1/1/84 - 1/1/85 10M xs 20M xs 1M
	London 820042300 1/1/81 - 1/1/82 1M p/o 5M xs 5M xs .5M	London 820074500 1/1/82 - 1/1/83 1M p/o 5M xs 5M xs .5M	International Ins. Co. 5233111857 1/1/84 - 1/1/85 20M xs 1M	
	Liberty Mutual LE1121010461311 1/1/81 - 1/1/82 5M xs .5M	Liberty Mutual LE1121010461312 1/1/82 - 1/1/83 5M xs .5M	Liberty Mutual LG1121010461183 1/1/83 - 1/1/84 1M Occ./Agg.	
	Liberty Mutual LG1121010461181 1/1/81 - 1/1/82 5M Occ./Agg. Prod.	Liberty Mutual LG1121010461182 1/1/82 - 1/1/83 5M Occ./Agg. Prod.	Liberty Mutual LG1121010461184 1/1/84 - 1/1/85 1M Occ./Agg.	

HOPEMAN BROTHERS, INC. (1981 - 1985)
 COVERAGE CHART
 BODILY INJURY LIABILITY
 Privileged & Confidential



 Insolvent Insurers
 Overlapping Policies

Chart 3 of 3 - March 2017

**Hopeman Brothers, Inc.
Settlements by Year
Louisiana Comparison**

	Louisiana Settlement Count	All States Settlement Count	LA as % of Total
2019	16	245	6.53%
2020	20	182	10.99%
2021	18	122	14.75%
2022	26	125	20.80%
2023	16	224	7.14%
	96	898	10.69%

	Louisiana Indemnity Spend Total	All States Indemnity Total	LA as % of Total
	\$ 6,497,000	\$ 9,259,500	70.17%
	\$ 4,519,000	\$ 7,623,000	59.28%
	\$ 4,366,500	\$ 5,800,250	75.28%
	\$ 6,979,000	\$ 9,703,375	71.92%
	\$ 5,490,500	\$ 6,877,850	79.83%
	\$ 27,852,000	\$ 39,263,975	70.94%

**Hopeman Brothers, Inc.
 Defense Spend By year
 Louisiana Comparison**

	Hopeman DEF	LA DEF	% LA of Total	State
2019	\$4,817,650	\$3,400,220	70.58%	LA + MS
2020	\$5,171,891	\$3,549,894	68.64%	LA + MS
2021	\$4,879,014	\$3,098,228	63.50%	LA Only
2022	\$6,501,789	\$4,494,433	69.13%	LA Only
2023	\$5,946,060	\$4,327,459	72.78%	LA Only
	\$27,316,404	\$18,870,233	72.78%	